

Terms of Service

Updated: Aug 29, 2025

Acceptance of Terms

These Terms of Service (the “Terms”) represent a legally binding agreement between Playgap Ltd (company number: 14949926), a company incorporated in England with its registered address at 20 Wenlock Road, London, England, N1 7GU (also referred to as “Playgap”, “we”, “us”, or “our”), and “you”, the individual or legal entity accessing or using our Services, as applicable. This includes, but is not limited to, individual users acting on their own behalf or employees, agents, or representatives of a company or entity acting on behalf of that company or entity. If you are acting on behalf of a company or an entity in entering and agreeing to these Terms, you represent that you have the necessary authority to be bound by these Terms and that such company or entity will also be bound by these Terms. If you're an individual agreeing to these Terms, you assert that you're legally mature and capable of entering into binding agreements. These Terms govern your access to and use of our Services.

By accessing and using the Services, you agree to adhere to and be bound by these Terms (as applicable).

Certain Services require acceptance of additional terms, which will be made available to you upon enrolling to use such Services.

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IT IS AGREED as follows:

1. ACCOUNT REGISTRATION AND USE OF SERVICES

- 1.1 Your use of our Services is conditioned upon compliance with these Terms. These will be deemed accepted either when you have completed the click-through process or have otherwise agreed a separate document that incorporates these terms.

- 1.2 You may not assign or transfer your account to any other person or entity, and you are responsible for safeguarding the security and confidentiality of your login credentials. You acknowledge and agree that you are liable for any and all activities and actions that occur under your account and ensuring compliance with these Terms.
- 1.3 Any unauthorised use of your account, or any other security breach, must be reported immediately to Playgap. You are responsible for keeping your account information and security arrangements up to date. You acknowledge that Playgap is not responsible for access to your account by third parties, for loss or misappropriation of your account and login credentials. You agree you will not provide inaccurate, misleading, or false information to Playgap. If any of the information provided becomes inaccurate, you agree to promptly notify Playgap.
- 1.1 You must be an individual person of at least 18 years old (or a higher age as required by applicable law) to register for the Services. By using the Services, you represent and warrant that you are at least 18 years old (or a higher age as required by applicable law).
- 1.2 We may add services, modify and/or restrict access to any of the Services at our discretion, as well as modify fees, business model, delivery methods and other parameters associated with the Services. We may also limit functionality of any of our Services to any persons and in certain locations. These Terms shall apply to any such new and/or modified Services.

2. ADVERTISER SERVICES

- 2.1 To the extent that you are acting as an Advertiser and are receiving Advertising Services, this clause 2 shall be applicable. Where you are providing IAP Ads as an Advertiser, or instructing third parties to provide IAP Ads on your behalf, to be served within your own Properties for which you are a Publisher, then clause 3 will also apply.
- 2.2 Advertisers may provide Advertisements, and Playgap may collect content, including but not limited to, text links, videos, artwork, and other files, for display on a Publisher's Property or Properties.

Our rights and responsibilities

- 2.3 You hereby grant Playgap an irrevocable, sublicensable, non-exclusive, worldwide, and royalty-free licence to copy, adapt, reproduce, distribute, display, publicly perform, and otherwise use or publish your Advertisements and any other content, including any intellectual property rights contained therein, for the purpose of providing you with the Services, including but not limited to, serving the Advertisements and, Advertiser Products to End Users.
- 2.4 Playgap may:
- (i) determine the size, placement and positioning of your Advertisements and the Publisher Properties in which your Advertisements are delivered;
 - (ii) crop or resize Advertisements;
 - (iii) modify Advertisement components (e.g. calls-to-action, end cards, text placement) in order to optimize your campaign towards your targets or otherwise to improve campaign performance; and
 - (iv) use creative content or copy provided or made publicly available by you to create Advertisements on your behalf and insert such Advertisements into your campaigns.

- 2.5 As an Advertiser, to use our Services, you are required to create an account with Playgap and provide your registration details.
- 2.6 You agree to provide accurate, current and complete information in connection with registering for the Advertiser Services, your service accounts, and your use of any Playgap Dashboard or your use of any other interface related to the Advertiser Services; and to promptly update any such information to keep it accurate, current and complete at all times.
- 2.7 All entities, including advertisers, agencies, demand-side platforms, and any others engaged in advertising inventory or serves or delivering Advertisements through the Services must comply with any applicable Playgap policies, as may be updated from time to time. Furthermore, such entities shall refrain from providing, submitting or making accessible any Advertisements or content through the Services, or using the Services in connection with such content, if it violates these policies.
- 2.8 Playgap may offer promotions to you subject to any terms set out in any applicable Documentation or IO. Unless agreed otherwise, Playgap reserves the right to cancel, terminate, suspend, or modify the promotion or amend the rules at any time, without prior notice, and for any reason or no reason at all.
- 2.9 Playgap may reject or suspend any of your campaigns or Advertisements at any time, for any reason. Playgap does not guarantee that impressions will be displayed on any particular Property or appear in any particular position or rank.
- 2.10 Certain parts of the Advertiser Services may require acceptance of third party terms to provide certain products or services to you. You are responsible for reviewing any applicable terms before participating in any part of the Advertiser Services to which such terms apply. Links to or copies of any such terms will be provided upon request. You hereby authorise Playgap to accept such terms on your behalf in order to carry out the Advertiser Services and agree that you will be solely responsible and liable for all obligations under such additional terms.

Your rights and responsibilities

- 2.11 You are responsible for:
- (i) all Advertisements and other content you provide or make available in connection with the Advertiser Services;
 - (ii) all ad serving, trafficking and/or targeting decisions made by or on your behalf;
 - (iii) Advertiser Destinations;
 - (iv) Advertiser Products;
 - (v) all campaign costs that occur beyond the promotion parameters in the applicable Documentation; and
 - (vi) providing accurate, current and complete versions of your Advertisements via the Dashboard and/or any other means that Playgap requires.
- 2.12 You will not and will not authorise or otherwise permit any third party to:
- (i) use any automated means or form of scraping or data extraction to access, query or otherwise collect information from the Properties or the Advertiser Services without a prior written consent from Playgap;
 - (ii) access, store, distribute, introduce, or transmit any viruses, worms, defects, malware, spyware, adware, trojan horse or any item of destructive

nature through use of any systems used for calculating conversions or for delivery of advertising on any Property;

- (iii) take any actions that interfere with, disrupt or interact in an unauthorised manner with any systems used for calculating conversions or for delivery of advertising on any Property;
- (iv) use the Advertiser Services to create any other product, service or dataset except with respect to Campaign Information and reporting information made available to you from the Dashboard or via the API or from documentation provided by Playgap (including spreadsheets) (as applicable); or
- (v) log, capture, or otherwise create any record of any data transmitted to or from the Advertiser Services except with respect to Campaign Information and reporting information made available to you from the Dashboard or via the API or from documentation provided by Playgap (including spreadsheets) (as applicable).

2.13 You represent and warrant that:

- (i) your use of the Advertiser Services and your Advertisements will comply with the Playgap Content Policy, as such may be updated from time to time;
- (ii) you own or have all necessary rights to your Advertisements (including, as needed to grant the licences set forth herein), the Advertiser Destinations and the Advertiser Products, and the foregoing do not infringe the intellectual property rights, privacy rights, rights of publicity or other rights of any person or entity, nor could they reasonably be determined to tarnish the goodwill of any Property or Playgap; and
- (iii) the Advertisements, the Advertiser Destinations, and the Advertiser Products will comply with all applicable laws, self-regulatory rules, industry rules and governmental regulations.

2.14 You acknowledge and agree that Playgap is not responsible for, and you will bear the cost of inventory associated with, invalid activity such as starts, views, clicks or installs not arising from human interaction, click fraud and technological issues.

2.15 If applicable, an advertiser and its agency are each deemed jointly and severally liable for all payment liability obligations under these Terms.

2.16 You may use the Playgap Dashboard and/or if applicable, complete an IO to specify Campaign Information and to supply necessary Advertisements creatives (e.g. videos, end cards, playables, or other creative assets (e.g. art, text, screenshots)). Alternatively, in circumstances where the Playgap Dashboard is unavailable, we may ask you to provide Campaign Information in writing.

2.17 You may modify your Campaign Information from time to time or cancel any campaign through the Dashboard or, if applicable, contact your account manager, provided you acknowledge that it may take up to two (2) Business Days for any such modification or cancellation to be effective (for avoidance of doubt, you are responsible for any payment obligations associated with the performance of any such campaign until such time as its cancellation is confirmed effective by Playgap).

- 2.18 With respect to your use of the Advertiser Services, data received from Playgap in connection with the Services, as used in these Terms shall be deemed to include data collected through pixels in your Advertisements, data collected from Service Resources utilized in connection with your campaigns, incoming data parameters set by the Advertiser, or any data obtained from third parties (including Ad Performance Partners). You are permitted to use such data received from Playgap, but only in an aggregated and anonymous form, to evaluate the performance and effectiveness of your advertising campaigns. You agree not to employ any such data for any other purpose, including but not limited to retargeting, creating, expanding, appending to or enhancing any user, device or other profiles, selling any such data, merging it with any data acquired by or on behalf of another advertiser or transfer any such data to any ad network, ad exchange, data broker or other advertising or monetisation service. This restriction applies to data in its anonymous, aggregated or derived forms, but does not apply to device identifiers, which you may use for your own purposes, subject only to compliance with applicable law.
- 2.19 Where you are Publishing IAP Ads on your own Properties, you may share your purchase verification credentials with Playgap so that Playgap can verify the purchases made by End Users (Permitted Purpose). Playgap agrees to keep these credentials secure, and to only use these credentials for the Permitted Purpose.
- 2.20 You are responsible for the Ad Performance Partner and their service provided. If the attribution or tracking service of the Ad Performance Partner is not operational for a period of time, and Playgap continues to deliver your campaign during that period, Playgap will provide you with an estimation of the traffic delivered during such period (e.g. number of installs) and the associated costs. You will make payment to Playgap based on this estimate provided.

Payment and Billing

- 2.21 Campaign reporting and billing are based on Playgap's reporting system. Where a campaign for Install Ads has been paused, Playgap shall be entitled to charge for any charges or spend accrued within the 30 days after the Install Ad campaign has been paused. Unless otherwise agreed by Playgap in writing, you are responsible for payment of all applicable charges, without deductions. Using the bank account specified by Playgap, Payment shall be made no later than thirty (30) days from the end of the month in which: (i) the Advertiser Services for the Install Ads were delivered, or (ii) where applicable, the Install Ads campaign was paused.
- 2.22 The payment terms set out at clause 3.9 shall apply to IAP Ads.
- 2.23 The following payment terms apply to all Advertisements:
- (i) Unless agreed to in writing to the contrary by Playgap, all such payments shall be invoiced, calculated and made in United States Dollars (in the event any currency conversion is required in connection with the calculation of amounts owed by, or received from Advertiser, such conversion shall be made at the applicable exchange rates designated by Playgap).
 - (ii) If you are making payment by credit card or by a billing account, by providing your credit card or billing account details, you grant Playgap permission to charge such credit card or billing account for the applicable charges. Payments being made may be facilitated by certain online payment service providers that offer secure online payment processing for both you and Playgap. You acknowledge and agree that Playgap do not

control nor does it hold any affiliation with such online payment service providers and Playgap bears no responsibility in any way for their actions, performance, or lack thereof.

- (iii) You acknowledge and agree that the actual budgets, schedules, bid prices, cost-per-install, or any other delivery objectives or performance metrics (such as return on ad spend) are not assured, and there is a possibility of incurring additional charges for inventory exceeding your budget. Additionally, you acknowledge that changes in the industry, platform, or regulatory landscape may prevent Playgap from invoicing you in line with your originally chosen Campaign Information. In these circumstances, you agree that Playgap may, at its discretion, modify its invoicing or campaign service approach as reasonably required to ensure the continuity of your campaign.
- (iv) You agree that pre-paid funds are non-refundable and may be used to purchase Advertising Services from Playgap until depleted.

3. PUBLISHER SERVICES

- 3.1 To the extent that you are acting as a Publisher and are receiving Publisher Services, this clause 3 shall be applicable. Where you are listing Properties as a Publisher to publish your own IAP Ads that you provide as an Advertiser or that third parties provide on your behalf, then clause 2 will also apply.
- 3.2 Publishers may list their Property/Properties, and make them available for Advertisements.
- 3.3 You grant to Playgap a worldwide, non-exclusive, sub-licensable, royalty-free and fully paid-up licence to:
 - (i) access, index, store, and cache requests made from your Property or Properties to the Services, including by automated means;
 - (ii) access your Property or Properties to provide the Services, including placing or displaying Advertisements;
 - (iii) sell, have sold, fill and have filled inventory in your Properties for which the Publisher Services are enabled;
 - (iv) promote, market and report such inventory to actual and prospective third parties. This shall include but is not limited to disclosing the names and identifiers for your Properties, such as bundle IDs or listing you on Playgap's published sellers file;
 - (v) facilitate the reproduction, performance and display of Advertisements in your Properties for which the Publisher Services are enabled; and
 - (vi) analyse End User device identifiers' interaction with your Properties for the purposes of providing the Services.
- 3.4 You agree that Playgap has sole authority to:
 - (i) identify, select and manage relationships with third parties; and
 - (ii) determine the prices, price floors, or price reserves, as well as terms under which inventory is sold.
- 3.5 Advertisements are provided by: (i) third parties; and (ii) you when you are acting as an Advertiser submitting IAP Ads to be listed by you as a Publisher. In any event, you acknowledge and agree that Playgap is not responsible for the Advertisements,

the Advertiser Destinations or any associated website(s), application(s), content, information, products and/or services (including but not limited to their accuracy or compliance with applicable laws).

- 3.6 You shall comply with the applicable policies revised by Playgap from time to time available on the Playgap website (including, without limitation, the Playgap Advertisement Placement Policy (<https://playgap.io/policies/placement-policy>), the Playgap Rewarded Ad Inventory Policy (<https://playgap.io/policies/rewarded-policy>) and the Playgap Content Policy (<https://playgap.io/policies/content-policy>) and shall not contribute, submit, or make available through the Services, or use the Services in connection with, any Property or content that violates such policies. It is your responsibility to regularly check the policies section of Playgap's website for any updates made.
- 3.7 You shall not create or engage in, or authorise or encourage any third party to create or engage in, invalid activity, invalid traffic, fraudulent impressions of, or fraudulent clicks on, any Advertisement through any means, including but not limited to, repeated manual clicks, the use of robots or other automated query tools and/or computer-generated search requests, and/or the fraudulent use of other search engine optimisation services and/or software. Playgap will determine what constitutes valid impressions, clicks, requests, valid traffic, and valid activity.

Payment and billing

- 3.8 For Install Ads provided by third party Advertisers:
- (i) Playgap shall pay a percentage of Earnings in connection with Advertisements that run on your Properties, provided that you provide Playgap with complete and accurate information relating to remittance of payment and requested tax information, and subject to any adjustments for Deductions that may accrue. Playgap has the right to make such Deductions based on a flat rate imposed across the Playgap network or actuals.
 - (ii) Playgap may hold amounts payable that are less than the value of two hundred dollars (\$200 USD) until such amounts payable exceed two hundred dollars (\$200 USD).
 - (iii) You acknowledge and agree that Playgap shall only be liable to make payment to you as the Publisher, following Playgap's receipt of funds from the relevant Advertiser(s).
- 3.9 For IAP Ads provided by you as the Advertiser: Playgap will charge you the Purchase Value.
- 3.10 In the case of payments to be made for any Advertisements under both clauses 3.8 and 3.9:
- (i) Earnings and Purchase Value calculations will be based on Playgap's measurements. The Earnings and Purchase Value share percentage applicable to you may be varied from time to time in Playgap's discretion.
 - (ii) If Playgap does not carry out self-billing for you, you shall provide invoices to Playgap in the form and manner Playgap requires. If Playgap does carry out self-billing, you authorise and direct Playgap to prepare and issue monthly invoices on your behalf. In each case, subject to clauses 3.6 and 3.7, Playgap shall make payment within sixty (60) days of the later of: (i)

the end of the corresponding calendar month; and (ii) if not self-billing, our receipt from you of a properly issued invoice for that calendar month and if self-billing, your receipt of the invoice for the calendar month (as applicable). Unless agreed to in writing to the contrary by Playgap: (i) all such payments shall be invoiced, calculated, and made in United States Dollars; and (ii) Publisher shall ensure that the financial institution designated by Publisher for receipt of payment is readily capable of processing wire transfers in United States Dollars. In the event any currency conversion is required in connection with amounts payable or paid to Publisher: (i) such conversion shall be made at the applicable exchange rates designated by Playgap; and (ii) Playgap may offset any charges or fees associated with any currency conversion from amounts owed to Publisher.

- (iii) Earnings and payment calculations will be based on Playgap's measurements. The Earnings share percentage applicable to you may be varied from time to time in Playgap's discretion.
- (iv) If an invoice is disputed by a party, that party must raise an objection within ten (10) days of the corresponding invoice date. Otherwise, the invoice will be deemed as having been approved by the parties. You are responsible for any invoice adjustments, reporting and accounting required by any tax laws applicable to you (including but not limited to reverse VAT charges).
- (v) If any payments made to you are not received as a result of your acts and/or omissions (including but not limited to failure to provide accurate information), Playgap shall have no ongoing obligation to hold such funds for you and, after a reasonable time as determined by Playgap in its discretion, the funds shall be non-refundable.
- (vi) In the event of any overpayment, payments related to violations of clauses 3.6 or 3.7 above, or due to any other payment error (as determined by Playgap), whether as a result of inaccurate information from a third party or otherwise (e.g. due to Deductions), Playgap may in its sole discretion: (i) deduct any overpayments, payments related to violations of clauses 3.6 or 3.7 above, or amounts associated with other payment errors from future payments due to you; and/or (ii) require reimbursement in full of any such amounts, which you agree to remit to Playgap in full within seven (7) business days of request. Playgap reserves the right to deduct from any payments due or payable to you any amounts that you may owe Playgap or any of its Affiliates in connection with any product or service. You agree that Playgap may withhold payments due to you in circumstances where you breach these Terms.
- (vii) Playgap may withhold or adjust payments to you if you engage in any actual or suspected violation of this Agreement or the policies described in clause 3.6.
- (viii) It is your responsibility to ensure that you integrate an up-to-date version of our SDK into your Properties. Playgap shall be entitled to suspend the Services if your Properties have not been updated to integrate the new version of our SDK within 30 days of its release.

4. YOUR OBLIGATIONS

4.1 You shall:

- (i) comply with all provided documentation and guidelines relating to the Services, including but not limited to the integration and use of our SDK, APIs, and Dashboard. Any failure in compliance may lead to incorrect function or incorrect provision of our Services;
- (ii) use the Services only as permitted by these Terms, solely for your personal use (in individual capacity or representing an entity) in connection with the corresponding Services;
- (iii) not use the Services if they are illegal in your jurisdiction; and
- (iv) keep your integration with our Services up to date, including, but not limited to using the most recent version of our SDK and APIs.

4.2 You will comply with all applicable notice and consent requirements necessary to deliver the Advertisements or Properties (as applicable).

4.3 You will obtain all appropriate permissions and consents from End Users in connection with access to and usage of End User's device sensors (including but not limited to an accelerometer or camera), as may be required from time to time in connection with the Advertisements or Properties (as applicable).

4.4 The development, operation and maintenance of your applications shall be your sole responsibility. This includes but is not limited to properly configuring your applications for the Services in accordance with the most up to date Documentation, ensuring that calls or requests made to the Services are compatible with the current Services, APIs and Documentation provided at the time, complying with any platform and/or operating system's technical and other requirements necessary for the Services, providing support to End Users of your applications and resolving any legal claims related to your applications.

4.5 You will not use the Service Resources with any software or other materials that are subject to licences or restrictions (including but not limited to certain open source software licences) that, when combined with the Service Resources, would require Playgap or any other party to disclose, licence, distribute or otherwise make all or any part of such Service Resources available to any other person or publicly.

4.6 You hereby confirm that you have not and will not furnish Playgap with information that is inaccurate, misleading or deceptive, or untrue. Should any information you have provided to Playgap subsequently become inaccurate, misleading or deceptive, or untrue, due to subsequent discoveries, changed circumstances, or any other reason, you shall promptly notify Playgap of such changes. Immediately upon demand by Playgap, you will reimburse Playgap for all losses associated with any inaccurate, misleading or deceptive, or untrue information you provided to Playgap, as determined solely by Playgap. You confirm that, in connection with the above, Playgap will have the right to retain any funds otherwise payable to you under any Services or other agreement between you and Playgap to offset the foregoing losses.

4.7 You will not and will not authorise or otherwise permit any third party to:

- (i) engage in illegal or fraudulent conduct by use of any of the Services or Service Resources;

- (ii) access or use any part of the Services or Service Resources for any purpose except for access or use of corresponding Services and Service Resources for corresponding applications in accordance with these Terms;
- (iii) market, sell, lease, rent, sub-licence, distribute, syndicate, transfer or otherwise make available to any third party any part of the Services or Service Resources;
- (iv) copy, modify, duplicate, decompile, reverse engineer, disassemble or create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or any of the Service Resources, except where expressly permitted under law;
- (v) access all or any part of the Services or Service Resources in order to create or attempt to create a product or service that is a substitute or similar service to the Services, Service Resources, or any other Playgap products or services, or which otherwise competes with the Services, Service Resources, or any other Playgap products or services;
- (vi) use any automated tool (e.g. robots, spiders, tools used to automate creation of accounts in bulk) to access or use any part of the Services or Service Resources;
- (vii) attempt to breach or circumvent or disable any technical, timing, usage or security features of Playgap or a third party with respect to the Services or Service Resources;
- (viii) use the Services or Service Resources in a manner that overburdens, or that threatens their integrity, performance or availability (including the APIs);
- (ix) remove, alter or obscure any proprietary notices (including copyright and trade mark notices) on any of the Services or Service Resources;
- (x) access, store, distribute, introduce, or transmit any viruses, worms, defects, malware, spyware, adware, trojan horse or any item of destructive nature through use of any of the Services, Service Resources or any of your applications, or fail to use reasonable commercial efforts to maintain an up to date virus-scanning program;
- (xi) access, store, distribute, introduce, or transmit any material during the course of its use of the Services or Service Resources which is false, deceptive, misleading, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory in any way, or is otherwise illegal or causes damage or injury to any person or property;
- (xii) take any other actions (including, but not limited to, the use of any third party software or services) that interfere with, disrupt, burden, or interact in an unauthorised manner with any part of the Services or Services Resources (including any related devices, computer systems, servers or networks); or
- (xiii) make or publish any representations or warranties on behalf of Playgap concerning the Services or Service Resources without Playgap's prior written approval.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 You own all rights, title and interest (including all intellectual property and proprietary rights) in and to your applications (excluding any Playgap software or Services, Service Resources, or derivative works of each embedded therein).

- 5.2 Playgap owns all right, title and interest (including all intellectual property and proprietary rights) in and to the Playgap software, Services and Service Resources, as well as all products, concepts, materials, techniques, methods and know-how used or provided by Playgap in the provision of the Playgap software, Services, or Service Resources or included in or with the Playgap software, Services, or Service Resources.
- 5.3 Unless otherwise provided herein, you shall not have or obtain any rights in the Playgap software, Services, Services Resources, or any products, concepts, materials, techniques, methods and know-how used or provided by Playgap in the provision of the Playgap software, Services, or Service Resources or included in or with the Playgap software, Services, or Service Resources without prior approval in writing from Playgap.
- 5.4 Playgap may market, distribute, make derivative works from, and sell similar work to other customers without further notice to or consent from you. Nothing in these Terms shall restrict or prohibit Playgap's right to use concepts, techniques, and know-how used or developed in the course of performing the Services or offering Playgap's software or Service Resources.
- 5.5 You have no obligation to provide us with Feedback. If you do provide any Feedback, you hereby grant us a right and licence to make, use, offer to sell, reproduce, modify, distribute, sub-licence, make available, publicly display and perform, disclose and otherwise exploit the Feedback without restriction or obligation. The foregoing right is non-exclusive, transferable (in accordance with these Terms), irrevocable, worldwide, royalty-free and fully paid-up.
- 5.6 You grant Playgap a royalty-free, fully paid-up, sublicensable, non-exclusive, worldwide licence to reproduce, display, distribute and otherwise use your content, logos, name, and any trade names, as well as the trade marks, service marks, logos, brand features and content from or associated with any of your applications or your use of our Services in advertising, sales, marketing, promotional materials or communications related to the Services, Playgap or any of its affiliates, and you agree Playgap may disclose generally the nature of any work being performed hereunder (provided that such inclusion does not disclose your Confidential Information) for the purpose of advertising or publicising the Services or Service Resources.
- 5.7 You will not use Playgap's trade name, trade marks, logos, or adverts without Playgap's prior written approval.
- 5.8 You agree that other than as expressly provided in these Terms, Playgap grants you no right, title or interest in or to Services or any of the Service Resources. Playgap reserves the right, in its discretion, to suspend, reject or terminate your access to and use of any of the Services or Service Resources and to suspend, deprecate, terminate or modify any of the Services or components thereof, Service Resources, or these Terms, all at any time, with or without notice, and with no liability to Playgap.

6. CONFIDENTIALITY

- 1.1 Subject to clause 6.2, the Receiving Party shall not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent.
- 1.2 The Receiving Party may use or disclose Confidential Information to the extent:
- (i) the Receiving Party requires to disclose to its employees, agents and consultants who need to know such Confidential Information to perform the Services and who

are bound in writing by restrictions regarding disclosure and use of such information comparable to and no less restrictive than the terms of this clause 6; or

- (ii) approved by the Disclosing Party in writing; or
- (iii) the Receiving Party is legally required to disclose such Confidential Information provided that, unless otherwise prohibited by law, prior to any such required disclosure, the Receiving Party shall give the Disclosing Party reasonable advance notice of any such disclosure and shall cooperate with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

6.1 The Receiving Party shall use at least the same degree of care to prevent any unauthorised use and/or disclosure of Confidential Information as the Receiving Party uses with its own confidential information of like importance (but in no circumstances less than a reasonable degree of care).

6.2 If requested by the Disclosing Party from time to time, the Receiving Party shall promptly return to the Disclosing Party or destroy all materials (in written, electronic or other form) containing the Disclosing Party's Confidential Information, including any copies and extracts thereof. If required by the Disclosing Party, the Receiving Party shall certify in writing to the Disclosing Party that it has done so. Notwithstanding the foregoing, to the extent that the Disclosing Party's Confidential Information is contained in an electronic file created pursuant to the Receiving Party's routine backup or archiving procedures, if such file is not capable of easy deletion and is not generally accessible beyond the need for disaster recovery or similar operations, the Receiving Party may retain such Confidential Information, provided that such retained Confidential Information shall remain subject to the Terms until deleted by the Receiving Party in accordance with its internal procedures.

7. DATA

7.1 You may use the Services APIs that we make available to you to retrieve insights data solely as provided for in the Documentation. You may use such insights data for your own business purposes, but you may not transfer insights data (including, anonymous, aggregated or derived data) to any third party (including, but not limited to, any ad network, data broker, investment firm, or advertising or monetization related service) or expose the insights data to the general public.

8. PERSONAL DATA

8.1 You and Playgap agree that to the extent any Personal Data is shared or processed in connection with the Services, such sharing and/or processing shall be governed by the terms of Data Processing Agreement (available at www.playgap.io/dpa).

8.2 You will ensure that:

- (i) at all times you use the Services, you have a clear and easily accessible privacy policy in place that complies with Data Protection Laws and, specifically, provides End Users with clear and comprehensive information about cookies, device-specific information, location information, and other information stored on, accessed on, or collected from End Users' devices in connection with the Services,

including, as applicable, information about End Users' options for data collection management; and

- (ii) you share Playgap's Privacy Policy (<https://playgap.io/policies/privacy>) with the End Users.

- 8.3 You will ensure that each End User gives consent to the storing and accessing of cookies, device-specific information, gameplay information, Advertisement interaction, location information, or other information on the End User's device as explained in the Documentation by Playgap in connection with the Services where such consent is required by law. You acknowledge that in many jurisdictions, in order for such consent to be valid, Playgap must be identified by name on the first layer of any prompt to the End User seeking consent. Upon Playgap's request, you must provide Playgap with written evidence of such consent, including without limitation, the date of the consent and the consent language presented to the End User.
- 8.4 You shall provide End Users with an appropriate and easy to use method for opting out of data collection. You will comply with all applicable laws, rules, and regulations relating to the collection, use, and sharing of information about any End User who interacts with the Services.
- 8.5 You represent and warrant that your Property or Properties and Advertisements (as applicable) comply with all age-related laws, advertising codes of practice and applicable app store policies, including but not limited to (as applicable in the circumstances) the Information Commissioner's Office's Children's Code, the Children's Online Privacy Protection Rule (COPPA) and/or any additional guidance, rules, regulations or policies of similar effect in any applicable jurisdiction, as updated from time to time.
- 8.6 In circumstances where you intend to use personal data to target individuals, you shall be responsible for and shall ensure that you have obtained all necessary and valid consents in connection with the use of same and that such use is compliant with applicable data protection laws.

9. WARRANTIES

- 9.1 You hereby represent and warrant that: (i) you are the owner or legally authorised to act on behalf of the owner of each of your applications; (ii) you have and will maintain all necessary rights, power, licences and authority to perform the acts required of you and to permit Playgap to perform its obligations, and exercise any rights or licences you grant, under these Terms; (iii) each of your applications is in compliance with these Terms, including, as applicable, the applicable Playgap policies and/or Documentation, and any requirements imposed by your platform or operating system; (iv) you own or have all necessary rights to your applications and any information, data or items you provide to Playgap for the purposes of these Terms, and the foregoing do not infringe the intellectual property rights, privacy rights, rights of publicity or other rights of any person or entity, nor could they reasonably be determined to tarnish the goodwill of Playgap; (v) you, your applications, and your activities in connection with the Services will comply with all applicable laws, self-regulatory rules, industry rules and governmental regulations; (vi) you will provide any and all applicable notices, including but not limited to providing End Users with a copy of Playgap's Privacy Policy (<https://playgap.io/policies/privacy>) obtain and comply with any and all applicable

consents, authorisations and clearances from End Users to allow Playgap to collect, use, store, process and transfer data as contemplated in these Terms.

- 9.2 To the fullest extent permitted by law, Playgap and its affiliates each disclaim any and all warranties (express, implied, statutory or otherwise) in connection with the Services and Service Resources. Without limiting the generality of the foregoing, all Services, Services Resources, and all information, content and materials provided through or in connection with the offerings are provided “as-is” and without warranties of any kind, including any warranties of performance or implied warranties of merchantability, fitness for a particular purpose and non-infringement and any warranties arising out of any course of dealing, performance or trade usage.
- 9.3 Playgap and its affiliates do not:
- 9.3.1 make, and have not made, any representation or warranties that any part of the Services or Service Resources are accurate, complete, reliable or current or that the operation of any part of the Services or Service Resources will perform uninterrupted or error free or at all; or
 - 9.3.2 warrant or guarantee the uptime of offerings or results of use of the Services or Service Resources and specifically disclaims any warranty that you will earn any particular amounts (or any amounts at all), that Playgap and/or its affiliates will optimise any key performance indicator, or any other particular benefits will be obtained through the use of the Services or Service Resources.
- 9.4 For the avoidance of doubt, Playgap and its affiliates each disclaim any and all liability associated with Playgap's or its affiliates' inability to perform transactions or otherwise provide the offerings during any server, system, site, or service outage (including as a result of any denial of service or other cyber-attack), and you acknowledge and agree that no such outage will excuse or serve as a basis for reduction of any fees or payments due from you to Playgap hereunder.

10. INDEMNITIES

- 10.1 You agree to indemnify, keep indemnified and hold harmless Playgap, its officers, directors, employees, affiliates and subsidiaries from any losses, claims, damages, costs, liabilities, and expenses (including reasonable legal fees) incurred by or made against Playgap as a result of or in connection with any third party claims, demands, or actions that use of the content in the Advertisements or any information provided to us as a result of your configuration of the SDK infringes upon the third party's rights, including but not limited to their intellectual property rights.
- 10.2 Playgap reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Playgap in asserting any available defences.

11. LIABILITY

- 11.1 To the fullest extent permitted by applicable law, in no event will Playgap be liable to you or any other person or entity, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for: lost income, revenue or profits;
- 11.1.1 lost income, revenue or profits;
 - 11.1.2 lost or damaged data;

- 11.1.3 cost of procuring substitute products or services;
- 11.1.4 loss of goodwill or other commercial or economic loss; or
- 11.1.5 indirect, incidental, punitive, special or consequential damages,

in each case, arising out of or relating to these terms or any of the offerings or services assets, even if Playgap has been advised of the possibility of such damages or such damages are foreseeable.

11.2 Subject to clauses 11.3 and 11.4, Playgap's aggregate liability in respect of all losses arising out of or relating to these terms or any of the offerings or services assets, whether in contract, tort (including negligence), breach of statutory duty or otherwise:

- 11.2.1 in connection with the Publisher, will not exceed the sum equal to the commission made by Playgap in connection with the Publisher Services in the preceding six (6) months period from the date that such liability arises; and
- 11.2.2 in connection with the Advertiser, will not exceed the sum equal to the sums received by Playgap from the Advertiser for the Advertising Services in the preceding six (6) months period from the date that such liability arises, less any sums paid to and/or committed by Playgap to the relevant Publishers during that time period.

11.3 In circumstances where you are acting as both a Publisher and an Advertiser, Playgap's aggregate liability in respect of all losses arising out of or relating to these terms or any of the offerings or services assets, whether in contract, tort (including negligence), breach of statutory duty or otherwise will not exceed the sum determined by either clause 11.2.1 or 11.2.2, whichever is greater.

11.4 Any such claim that you have suffered losses at the fault of Playgap under these Terms must be brought by you against Playgap within two (2) years from the date on which such liability arises.

11.5 Playgap accepts no liability for any loss, damage, or issues that may arise from non-compliance with our documentation or improper integration and use of our Services.

11.6 The Services are provided "as is" and without warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Playgap makes no warranty or representation as to the accuracy, completeness, or suitability of the Services for any purpose. You acknowledge that the Services may have defects or errors and may not be suitable for your intended use.

11.7 Playgap or any of its affiliates, advertisers, promoters, or distribution partners, are not responsible for:

- 11.7.1 the conduct, whether online or offline, of any End User of the Services; and
- 11.7.2 any problems, changes, or technical malfunctions of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email, or other systems, on account of technical problems or traffic congestion on the Internet or at any site or combination thereof, including injury, loss or damage to End Users' or to any other person's computer related to or resulting from participating or downloading materials in connection with the Services, or from use of the Platform or Services.

12. TERM AND TERMINATION

11.2 These Terms come into force on the Start Date and shall continue, unless terminated by either party in accordance with this clause 12.

- 1.2 Unless agreed otherwise between the parties in writing, either party shall be entitled to terminate the Terms upon not less than sixty (60) days written notice for any reason.
- 1.3 Without affecting any other right or remedy available to it, either party may terminate these Terms with immediate effect upon giving written notice to the other party if:
- 12.3.1 the other party commits a material breach of these Terms which breach is irremediable or, in the event of a remediable breach, the other party has failed to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
 - 12.3.2 the other party becomes the subject of a voluntary or involuntary proceeding concerning insolvency, receivership, liquidation, or composition for the benefit of creditors.
- 12.4 Upon termination of these Terms for any reason:
- 12.4.1 you shall stop using the Services;
 - 12.4.2 you shall pay to Playgap all outstanding unpaid invoices, interest, and costs of collection and, with respect to the Services supplied but for which no invoice has been submitted, Playgap may submit an invoice for Services actually provided, which shall be payable immediately on receipt (to be clear, this shall apply even if under the other payment provisions of these Terms, Playgap would not at that stage otherwise be entitled to submit an invoice for the Services performed); and
 - 12.4.3 Playgap shall be entitled to deduct any outstanding charges from your billing account.
- 12.5 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

12. NOTICES

- 12.1 Any notice given under these Terms shall be:
- 13.1.1 in writing and in English; and
 - 13.1.2 in the case of giving notice to Playgap, sent in writing to contact@playgap.io; and
 - 13.1.3 in the case of giving notice to the Customer, sent in writing to the Customer using those contact details provided through registration, use of Services, or by other means (as applicable).
- 12.2 Any notice shall be deemed to have been delivered:
- 13.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 13.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the third Business Day after posting or at the time recorded by the delivery service; or
 - 13.2.3 if sent by email, at the time of transmission (unless the time of transmission occurs outside of normal business hours, in which case the notice shall be deemed to have been delivered at 8.00am on the following Business Day).

13. FORCE MAJEURE

13.1 Provided that it has complied with clause 14.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under these Terms by a Force Majeure event (the “**Affected Party**”), the Affected Party shall not be in breach of these Terms or otherwise liable for any such failure or delay in the performance of such obligations.

13.2 The Affected Party shall:

14.2.1 as soon as reasonably practicable after the start of the Force Majeure event, notify the other party in writing of such Force Majeure event, the date on which it started, its likely or potential duration, and the effect of such Force Majeure event on its ability to perform any of its obligations under these Terms; and

14.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure event on the performance of its obligations.

14. GENERAL

14.1 Subject to any additional documentation that may be agreed separately between the each of the party's authorised persons in writing, these Terms constitute the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

14.2 Each party acknowledges that it has not entered into these Terms in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms.

14.3 Except as expressly provided in these Terms:

15.3.1 we may at any time assign, sub-contract, sub-licence, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under these Terms. We will remain liable for the acts and omissions of any sub-contractor as if it were our own; and

15.3.2 you shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under these Terms (including the licence rights granted), in whole or in part, without our prior written consent.

15.4 Each party is independent and are not partners or principal and agent and these Terms do not establish any joint venture, trust, fiduciary or other relationship between the two, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

15.5 No single or partial exercise of any right, power or remedy provided by law or under these Terms shall prevent any future exercise of it or the exercise of any other right, power or remedy.

15.6 A waiver of any term, provision, condition or breach of these Terms shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

15.7 A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

15.8 The Terms are subject to periodic updates, which will be deemed accepted when you continue using our Services. If you do not agree to be bound by these Terms, do not use the Website and our Services.

- 15.9 The parties may execute these Terms in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

15. GOVERNING LAW AND JURISDICTION

- 15.1 These Terms and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.
- 15.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, its subject matter or formation (including non-contractual disputes or claims)

16. DEFINITIONS

In these Terms:

“Ad Performance Partner” means any third-party collaborating with you on measuring the effectiveness of the Advertisements for your benefit by using conversion tracking.

“Advertisement” means content, including but not limited to, text links, banners, videos, artwork, and graphics, and encompasses both Install Ads and IAP Ads.

“Advertiser” means advertisers, advertisement agencies, media buyers, or other providers of adverts.

“Advertiser Destinations” means all applications, content and properties to which your Advertisements guide or redirect any user.

“Advertiser Products” means all services and products advertised in any Advertisements or on any Advertiser Destinations.

“Advertiser (or “Advertising”) Services” means the services provided by Playgap to the Advertiser that enables the acquisition of mobile application advertising inventory within Publisher Properties and facilitates Advertisement delivery within Publisher Properties, including the corresponding Services Resources made available by Playgap.

“API” means the application programming interface made available to you by Playgap for your use in connection with the Services provided under these Terms.

“Business Day” means a day other than a Saturday, Sunday or bank or public holiday in England.

“Campaign Information” means any relevant information for the Advertiser Services and/or campaigns that you want to order (e.g. budgets, budget caps, scheduling, territories, bid prices and other targeting parameters).

“Confidential Information” means any and all information that is disclosed the Disclosing Party to the Receiving Party that is marked or verbally designated as “confidential” or the like or that given the circumstances surrounding its disclosure or the nature of the information a reasonable person would conclude to be confidential. Confidential Information shall not include information which: (a) is or becomes publicly known through no wrongful act or omission of the Receiving Party; (b) was rightfully known by the Receiving Party without restriction on use and disclosure, before receipt from the Disclosing Party; (c) becomes rightfully known to the Receiving Party without confidential or proprietary restriction from a source other than the Disclosing Party that does not owe a duty of confidentiality to the Disclosing Party with respect to such Confidential Information; or (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party.

“Dashboard” means the interface provided by Playgap allowing you to configure advertising campaigns, monetization parameters of your games and apps, and view various reports.

“Deductions” means any commissions, incentives, or fees due to, or revenue share to third parties related to the Advertisements; (ii) refunds to Advertisers; (iii) payment processing, administrative surcharges, network fees and expenses, transaction or similar fees; (iv) adjustments, chargebacks and bad debt; and (v) taxes (other than taxes payable on Playgap net income).

“Disclosing Party” means the party that discloses Confidential Information to the Receiving Party.

“Documentation” means the instructions, requirements, guidelines and other documentation for the Services and Service Resources made available via the Dashboard, Website, online, or as otherwise communicated by Playgap from time to time (as such instructions, requirements, guidelines and documentation may be modified and updated from time to time).

“Earnings” means, in connection with the Publisher Service, any amounts due and owed to Playgap from the Advertiser attributable to Advertisements placed on the Publisher's Properties, less any Deductions.

“End User” means an end user who views, uses or otherwise engages with an Advertisement.

“Feedback” means any ideas for improvement, suggestions or other feedback in connection with the Services.

“Force Majeure” means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under these Terms (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet.

“IAP Ads” means the Advertiser's own in-app purchase advertisements proposing the Advertiser's own game's in-app purchase opportunities to the game's End Users.

“Install Ads” means Advertisements placed with third-party Publishers to advertise the Advertiser's own content.

“IO” means the Insertion Order agreed between the Advertiser and Playgap in connection with the Advertiser Services.

“Property” or **“Properties”** means the list of Publisher mobile applications (each a “Property,” and collectively “Properties”).

“Publisher” means any mobile application publisher.

“Publisher Service” means the advertising monetization network and ad delivery platform made available by Playgap to Publishers to enable the monetization of in-app advertising inventory, including the corresponding Services Resources made available by Playgap.

“Purchase Value” means a portion of gross in-app revenue driven by Playgap.

“Receiving Party” means the party that receives the Disclosing Party's Confidential Information.

“Start Date” has the meaning given in the IO or as stated in the click-through process when entering into these Terms (as applicable).

“Service Resources” means the Documentation, the APIs, the Service SDKs and the Playgap Dashboard.

“Services” means the services provided by Playgap to you including connecting application developers through Playgap's software solutions to monetise and / or market the mobile

applications by way of displaying advertisements in mobile applications, including the Advertiser Services and/or the Publisher Services (as applicable). This also includes the various offerings provided by Playgap, including but not limited to Software Development Kit (SDK), API, Dashboard, user acquisition capabilities, monetisation capabilities, measurement capabilities and others.

“Website” means our website at www.playgap.io where the Services can be accessed.

17.2 In these Terms, unless otherwise stated:

- 17.2.1 the table of contents, background section and the clause, paragraph, schedule or other headings in these Terms are included for convenience only and shall have no effect on interpretation;
- 17.2.2 You and Playgap are together the parties and each a party, and a reference to a 'party' includes that party's successors and permitted assigns; words in the singular include the plural and vice versa; any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 17.2.3 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email); and
- 17.2.4 a reference to specific legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made as at the date of these Terms under that legislation; and a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England and Wales, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.