

GENERAL TERMS AND CONDITIONS

Updated on October 14th, 2024

General Terms

We are **Haxelo Ltd.** (“**Company**”, “**we**”, “**us**”, “**Haxelo**”). We operate the web-platform <https://platform.haxelo.com/> (“**Platform**”, “**The Platform**”, “**Our Platform**”), as well as any other related products and services that refer or link to these General Terms and Conditions (“**General Terms**”) (collectively the “**Services**”).

Our platform is a comprehensive in-game advertising solution that connects game creators with advertisers. Designed to enhance the gaming experience, our platform allows game creators across mobile, PC, and console formats to seamlessly integrate custom in-game banners using our proprietary software. This software enables the placement of targeted advertisements directly within the game environment.

Advertisers can browse a diverse catalog of games and select specific titles where they want their ads to appear, reaching highly engaged audiences within immersive settings. Whether you're a game creator looking to monetize your games or an advertiser aiming to reach players where they spend their time, our platform provides the tools and flexibility to achieve your goals.

These General Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**You**”) and Haxelo regarding your use of the Services. By making a registration, whether as a Game Publisher or as an Advertiser, you confirm that you have read, understood and agreed to be bound by the terms of service contained in these General terms. These terms apply to the entire platform and any email or other type of communication between you and Haxelo. If you disagree with the legal terms outlined below, then you must discontinue use of the Services.

We will provide you with a prior notice of any scheduled changes to the Services you are using. The updated General terms will become effective upon your notification by email specified by you. By continuing to use the Services after the effective date, you agree to be bound by the modified terms.

Our platform and services are specifically designed for business use by commercial entities and individuals acting in a professional capacity. We do not provide services directly to individual consumers for personal, household, or recreational use. By using our platform, you confirm that you are engaging in business activities, either on behalf of a commercial organization or as an independent business entity. In view of this, our services are intended for users who are at least 18 years of age or the age of majority under the local law of the country in which they are located. By using our platform, you confirm that you have the right to enter into legally binding commercial relationships on your own.

Haxelo will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy in any moment.

Haxelo grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use Our Software strictly in accordance with the terms of this Agreement.

These General Terms are divided into two distinct sections to cater to the specific needs of our two types of clients. **Section A** applies to Game Publishers, outlining the terms and conditions related to the integration of our advertising software within their games. **Section B** pertains to Advertisers, detailing the terms for selecting and placing ads within the games available on our platform. Each section addresses the respective rights, obligations, and guidelines tailored to these different user groups.

Definitions and key terms

To help explain things as clearly as possible in this General Terms, every time any of these terms are referenced, are strictly defined as:

- **“Account”** - a user account created by individuals or entities on the platform, which can either be a Game Publisher's account or an Advertiser's account. This account serves as a gateway for the respective user, granting them access to the platform's services and features tailored to their specific needs.
- **“Ad” or “Advertisement(s)”** - any promotional content, including but not limited to advertisements, internal content, multimedia elements, images, graphics, text, data, and other marketing materials. These materials are processed, formatted, and presented within the available advertising spaces (“Banners”) in the Game, where they are visible to End Users;
- **“Ads Impression”** refers to the metric that counts each instance a displayed advertisement is viewed by an End User within the game environment. An impression is recorded every time an ad banner or video ad is loaded and becomes visible to players, regardless of whether they interact with it or not.
- **“Advertiser”** - any individual or organization that displays an Advertisement on the platform and is registered with an “Advertiser account”;
- **“Advertiser Account”** refers to a user account specifically designed for advertisers, enabling them to manage their advertising activities on the platform. Through this account, advertisers can post ads, select advertising campaigns, choose target games for ad placements, and allocate their desired budget for each campaign.
- **“Advertising Order”** refers to a formal request made by an Advertiser to initiate an advertising campaign. In placing an Advertising Order, the Advertiser selects the desired campaign, specifies the campaign budget, and determines the duration of the campaign. The Advertising Order is considered complete and binding upon the Advertiser's deposit of the specified budget into their user account.
- **“API Key”** refers to a unique identifier provided by the platform to authorized users, granting secure access to the platform's Application Programming Interface (API). The API Key allows Game Publishers or Advertisers to integrate their systems with the platform, enabling functions such as data retrieval, content updates, and management of advertising placements. This key ensures that access to the API is controlled, authenticated, and specific to each user.
- **“Banners”** refer to designated advertising spaces within the game environment that are specifically allocated for displaying advertisements. These visual elements can take various forms, including static images, animated graphics, or interactive content. Banners provide a platform for Advertisers to promote their products or services directly to players, seamlessly integrating advertising into the gameplay experience while enhancing brand visibility and engagement. The placement and design of these banners are intended to capture the attention of End Users without disrupting their gaming experience.
- **Cookie:** small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, remember information about you such as your language preference or login information.
- **Company or Haxelo** means: Haxelo Ltd., UIC 405698865, (***address***)
- **Country:** where Haxelo is based, i.e. Georgia
- **“Data Protection Laws”** refers to any relevant legal regulations and statutes that govern the collection, storage, processing, and transfer of personal data. This includes, but is not limited to, the General Data Protection Regulation (GDPR) in the European Union, which establishes strict guidelines for data privacy and the rights of individuals regarding their personal information. Data Protection Laws are designed to ensure that personal data is handled responsibly, with appropriate consent, and that individuals' privacy rights are respected.

- **Device:** any internet connected device such as a phone, tablet, computer or any other device that can be used to visit the Platform and use the services.
- **Game Publishers or Game Owners** - refers to individuals or entities that create, develop, or distribute video games across various platforms, including mobile devices, personal computers (PCs), and gaming consoles. These publishers are responsible for integrating the platform's advertising solutions into their games, enabling the display of in-game advertisements to enhance monetization opportunities.
- **"Moderators"** refers to members of our team responsible for overseeing and managing the quality and appropriateness of both the advertisements and the games published by Game Publishers.
- **"Personal Data"** refers to any information that relates to an identified or identifiable individual, as defined by applicable data protection laws. This can include, but is not limited to, names, email addresses, phone numbers, IP addresses, device identifiers, and any other data that can be used to identify an individual, either directly or indirectly. In the context of the platform.
- **"Platform"** - the online environment that encompasses a user-friendly dashboard designed to facilitate the interaction between Game Publishers and Advertisers. This platform provides the necessary tools and functionalities for both parties to access and manage their respective services in accordance with the specified terms and conditions. Through the platform, Game Publishers can integrate in-game advertising features, while Advertisers can create and manage their advertising campaigns, track performance metrics, and optimize their marketing strategies. The platform serves as the central hub for all activities related to in-game advertising, ensuring a streamlined and efficient user experience.
- **Services:** refers to the services provided by Haxelo as described in the relative terms (if available) and on this platform.
- **"Software Development Kit (SDK)"** - a collection of development tools, libraries, and documentation provided by the platform to facilitate the integration of our in-game advertising software into Game Publishers' games. The SDK includes all necessary components, enabling publishers to embed advertising banners and ensure compatibility with our platform. This toolkit simplifies the process of implementing and managing Advertisements within the game, enhancing the in-game advertising experience for both publishers and advertisers.
- **"Unity Package"** - a set of tools and resources specifically designed for the game engine, which enables Game Publishers to integrate the platform's software into their games. This package includes our Software Development Kit (SDK), which provides the necessary components and instructions for incorporating advertising banners within the game environment. By using the Unity Package, Game Publishers can seamlessly display Advertisements from our Advertisers within their games, ensuring efficient and effective in-game advertising integration.
- **"Video Games"** refer to interactive digital entertainment products that are played on various platforms, including mobile devices, personal computers (PCs), and gaming consoles. The platform serves as a medium for integrating in-game advertisements, enabling Advertisers to reach players through targeted marketing efforts within these engaging digital experiences.
- **You:** a person or entity that is registered with Haxelo to use the Services.

SECTION A – Game Publishers

This section is dedicated to Game Publishers and outlines their legal relationship with the Platform. It details the rights, responsibilities, and obligations of Game Publishers in connection with the use of our services, the integration of in-game advertising, and the management of advertising content within their games. By engaging with the Platform, Game Publishers agree to comply with the terms and conditions specified in this section, ensuring a mutually beneficial partnership.

Game Publisher Account

To access and utilize our Software Development Kit (SDK) and integrate our Banners within their games, Game Publishers must register on our platform and create a Game Publisher Account. This account enables Game Publishers to effectively monetize their games through in-game advertising.

During the registration process, users are required to provide accurate information, including their company name (if applicable), email address, and password.

In order to receive payments based on game monetization, Game Publishers must also submit proof of their business, which can include an Actual State Certificate or a similar government-issued document, along with their VAT/Tax Number. Individual publishers must provide a valid form of identification and a Tax Number. Without the provision of this information, the Game Publisher cannot claim any payment from Haxelo.

Game Publishers are responsible for maintaining the confidentiality of their account credentials and for all activities that occur under their account. Any unauthorized use of an account must be reported to Haxelo immediately.

Adding Games

Users who have successfully created a Game Publisher Account have the ability to add games through their user panel. During this process, users must provide detailed and accurate information, including game title, genre, platform, accessibility and links to their games. However, Haxelo does not verify whether users have the necessary rights to the games they link to the platform, including copyrights, trademarks, ownership, or rights to monetize.

By linking a game to the platform and utilizing the provided API key and SDK, the Game Publisher affirms that they possess all necessary rights to do so. Haxelo will not be held liable for any claims or disputes arising from third parties regarding the ownership or rights related to any game added by the user.

In the event that a third party notifies Haxelo of any infringement of rights, we will undertake reasonable efforts to investigate the claim. If necessary, Haxelo reserves the right to deactivate the API key and remove the game from our platform to address any potential violations.

Furthermore, if Haxelo is held accountable for any violations related to a third party's rights, the Game Publisher agrees to indemnify and hold Haxelo harmless from any damages, losses, costs, or expenses incurred as a result of such claims, including reasonable attorney fees.

Service Description for Game Publishers

We offer an integrated solution designed to enhance the monetization of games through in-game advertising. Our services include:

- **SDK Integration:** Our Software Development Kit (SDK) enables Game Publishers to seamlessly integrate our advertising banners within their game spaces. This allows for the dynamic display of advertisements tailored to the game environment.
- **Monetization Opportunities:** By utilizing our banners, Game Publishers can monetize their games effectively. Advertisers will showcase their ads through our platform, providing a source of revenue based on the impressions generated from players.
- **Access to Advertisers:** We handle the sourcing and management of advertisers, which means Game Publishers do not need to invest time and resources in seeking out advertisers. Our platform connects them directly with a diverse array of advertisers eager to promote their products within the gaming space.

Through our services, Game Publishers can effortlessly enhance their games with advertising solutions while maximizing their revenue potential.

License

1. Haxelo grants Game Publishers a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to use the Software Development Kit (SDK) included in the Unity Package solely for the purpose of integrating our Banners within their games.

Game Publishers acknowledge and agree that they do not have the right to share, distribute, or otherwise make the Software available to any third parties without the prior written consent of Haxelo. Furthermore, the use of the Software is strictly limited to integrating our Banners with their game, and Game Publishers are prohibited from utilizing the Software for any other purposes. Any unauthorized use of the Software may result in the termination of this license and other legal remedies available to Haxelo.

2. As part of the License, we will provide the SDK to facilitate the integration of the Software with your Game. You agree to promptly implement the Software into the Game using the SDK and to ensure that the integration remains current by updating to the latest commercially available version of the SDK, following our instructions. This integration must comply with the technical and implementation requirements established by us. Additionally, you are required to adhere to any protocols or instructions outlined in the documentation provided by us.
3. Haxelo will not be responsible for any failure to support or facilitate the integration between the Game and the SDK. The Game Publisher is solely responsible for verifying their systems, internal software, and configurations, including ensuring compatibility with the Software. It is also the Game Publisher's responsibility to confirm that the Software is integrated in accordance with our guidelines and meets our integration specifications.

Furthermore, we will inform you of any available updates for the SDK, which you must promptly implement as per our instructions. To clarify, we will not be liable for any failure on your part to update to the latest version of the SDK after we have provided notification of such updates.

4. The Game Publisher agrees not to grant any direct or indirect access to the SDK, or any other software, tools, documents, or guidelines owned by Haxelo, to any third party without the prior written consent of Haxelo. This restriction applies to all forms of intellectual property belonging to Haxelo, including but not limited to trademarks and copyrights.

The Game Publisher shall not copy, distribute, sell, sublicense, loan, or otherwise transfer or dispose of the SDK or any other Haxelo property in any manner. The SDK may only be used for the specific purposes outlined in these General Terms. Any unauthorized access, use, or distribution of the SDK or Haxelo's proprietary materials will be considered a material breach of this agreement, and Haxelo reserves the right to pursue all available legal remedies in such cases.

Non-Competition

The Game Publisher agrees that, for a period of one (1) year following the termination of their use of the SDK, they shall not, directly or indirectly, develop, market, or provide any products or services that are similar to or compete with the services offered by Haxelo. Additionally, the Game Publisher shall not encourage or assist any third parties in engaging in such activities.

This non-competition obligation is intended to protect Haxelo's proprietary interests and confidential information, and any violation of this clause will be considered a material breach of the agreement, entitling Haxelo to seek injunctive relief and any other legal remedies available.

Prohibition of Fraudulent Activities

The Game Publisher shall not authorize or encourage any third party to generate fraudulent impressions or fraudulent clicks on any Advertisement. This prohibition includes, but is not limited to, activities such as repeated manual clicks, the use of robots or other automated query tools, computer-generated search requests, and the fraudulent use of any search engine optimization services or software.

Any violation of this clause will be deemed a material breach of the agreement, and Haxelo reserves the right to take appropriate legal action, including but not limited to the immediate termination of the Game Publisher's access to the platform and its services.

Payment Terms

Game Publishers agree that their remuneration will be based on the impressions generated from the advertisements displayed in their games. Payments will be calculated on a per-thousand-impressions basis (CPM). The specific amount of remuneration will depend on various factors, including the popularity of the game, the number of active users, and the number of advertisers selecting that particular game for their campaigns.

The Game Publisher understands and agrees that Haxelo will collect fees from the advertisers and subsequently distribute the payments to the Game Publishers. Payments will be made upon request from the Game Publishers. Haxelo has set a minimum amount that could be requested for withdrawal and this amount is visible at the Game Publisher's user account in the Platform. This minimum amount could be changed by Haxelo at its own discretion. Unless otherwise agreed upon, Haxelo shall pay the Game Publisher fifty percent (50%) of the net income derived from advertising campaigns associated with their games, calculated as profit minus expenses.

The Game Publisher acknowledges that Haxelo has developed and possesses the necessary software tools to accurately measure and track actual impressions, enabling automatic calculations of the net profits generated from advertisements in each specific game. While Haxelo may, at its sole discretion and upon request, provide more detailed information regarding revenue generated and expenses incurred, it is not obligated to do so.

If the Game Publisher wishes to discuss alternative payment terms or arrangements, they may contact Haxelo at [payments@haxelo.com] for further discussion.

Game Publisher undertakings

1. You will be fully responsible for the Game and for all decisions related to the placement of Banners, End Users, and any additional third parties. This includes managing all inquiries or claims submitted by any of these parties, as well as any engagements, commitments, or interactions you have with third parties.
2. All interactions and commitments with third parties must be conducted in a professional, appropriate, and lawful manner, in accordance with applicable laws and regulations, including those governing the content and nature of publishing or marketing. Furthermore, these interactions must comply with the provisions set forth in these General Terms.
3. The Game Publisher is responsible for safeguarding your Account from unauthorized access by third parties. You must keep any usernames or passwords associated with your account secure and confidential to prevent unauthorized use. You will assume full responsibility for any access or usage of the License, Publisher Account, whether authorized or unauthorized.
4. It is your obligation to ensure that all information in your Publisher Account, including but not limited to your full name and contact address, is current, complete, and accurate. The processing of Publisher Account information will be governed by the Haxelo Privacy Policy. Additionally, we may collect data regarding the usage of the Publisher Account to improve our business operations and enhance our services. You also have a duty to protect the SDK from malware and similar viruses, taking all necessary precautions to keep it functional and secure.
5. Third parties may access the Game Publisher account only if they are acting on behalf of and in the name of the Game Publisher. The Game Publisher must ensure that any such third parties have accepted these General Terms and agree to comply with them.

The Game Publisher shall bear full responsibility for any liabilities arising from the actions of these third parties who have been granted access to the account. This includes any claims, damages, or losses incurred as a result of the third parties' actions or failures to comply with the General Terms.

6. The Game Publisher agrees to adhere to any applicable terms, policies, or guidelines established by third parties that relate to the development and operation of the Game, as well as the integration of the Game with the SDK.
7. The Game Publisher is strictly prohibited from engaging in any direct interaction with Advertisers, who are registered with the Platform or entering into any agreements with them for advertising services. Should the Game Publisher engage in such interactions or agreements, they will be required to reimburse Haxelo for the full amount of any profits that Haxelo may have missed as a result.

This restriction applies not only during the term of the agreement but also for one (1) year following the termination or discontinuation of the Game Publisher's use of the SDK.

8. You represent and warrant that there are no contractual, legal, or other restrictions preventing you or anyone acting on your behalf—including, but not limited to, controlling shareholders, directors, officers, or ultimate beneficial owners—from entering into this Agreement. Neither you nor any parties acting on your behalf appear in any databases or lists that (i) prohibit you directly or indirectly from conducting business with us, our technology, or in the currencies of the United Kingdom, European Union, or the United States of America, or (ii) would expose Haxelo to sanctions, prohibitions, or restrictions

under United Nations resolutions, or the trade or economic sanctions, laws, or regulations of Israel, the European Union, the United Kingdom, or the United States of America (collectively referred to as “Sanctions Regimes”).

Furthermore, you undertake not to permit access to or usage of Haxelo’s solutions by any individuals or entities subject to any Sanctions Regimes.

In the event that Haxelo determines, in its sole discretion, that providing services or payments to you may expose it to sanctions, prohibitions, or restrictions under any Sanctions Regime, Haxelo reserves the right to terminate this Agreement immediately, without any liability for penalties, claims, or benefits owed to you under this Agreement.

9. All communications and interactions you have with any End Users and/or other third parties regarding these Terms must adhere to all applicable laws, industry standards, and codes of conduct. You agree not to directly or indirectly engage in any actions that would result in a breach of any third party’s terms of use or agreements.

No Control Over Advertiser Selection and Advertisement Content

The Game Publisher acknowledges and agrees that they have no role in selecting the Advertisers or the advertisements displayed within the banners in their games. The selection of Advertisers and advertisements is determined by the Advertisers themselves, with Haxelo providing moderation. Haxelo does not guarantee the content or credibility of any advertisement shown in the banners.

If the Game Publisher finds an advertisement objectionable or unsuitable, they have the option to reject the advertisement. Upon doing that, Haxelo will cease the advertising of this particular advertisement within the Game Publisher’s game.

Intellectual property

All intellectual property rights in and to our software, solutions, and any related materials are and shall remain the sole property of Haxelo. Game Publishers are granted a limited, non-exclusive, and revocable license to use the software solely for the purposes set forth in these General Terms.

This license does not confer any ownership, property rights, or any other rights beyond the specific rights expressly granted. Game Publishers shall not acquire any title or interest in our software or solutions, and all rights not expressly granted herein are reserved by Haxelo.

You may submit questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information about Haxelo, your Account, and/or our solutions (collectively referred to as “Suggestions”). You acknowledge that any Suggestions you submit to us—whether via our platform, email, or any other form of communication—will be considered non-confidential and will become the sole property of Haxelo.

Haxelo will hold exclusive rights to these Suggestions, including all intellectual property rights, and shall have the unrestricted right to use and distribute them for any purpose, whether commercial or otherwise, without any obligation to acknowledge or compensate you for them.

Disclaimers

1. We shall not be held liable for the actions or behavior of any Advertiser, End User, or any other third parties, whether occurring online or offline. Additionally, we are not responsible for any issues or technical malfunctions related to any telephone networks, computer

systems, servers, providers, equipment, software, or email failures due to technical problems or internet traffic congestion, including but not limited to injuries or damages to your computer, device, software, system, server, or program linked to or arising from your Game Publisher Account. Under no circumstances shall we be liable for any loss or damage arising from the use or inability to use your Publisher Account.

2. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE, OR OTHERWISE) REGARDING YOUR GAME PUBLISHER ACCOUNT AND/OR ANY ASSOCIATED CONTENT, PRODUCTS, OR SERVICES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY WARRANTIES OF ERROR-FREE OPERATION OR UNINTERRUPTED SERVICE OF OUR SYSTEM, NETWORK, SERVICES, SOFTWARE, OR HARDWARE (INCLUDING ANY THAT MAY BE PROVIDED BY THIRD PARTIES). WE ALSO DISCLAIM ANY WARRANTIES REGARDING QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT. ALL IMPLIED TERMS AND CONDITIONS ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
3. You acknowledge and agree that we exercise no control over the Advertisements and/or Haxelo Network and/or any content submitted by Advertisers. Even though we impose some moderation on the advertising activity, we cannot guarantee the quality and the lawfulness of their content. This is a sole responsibility of the Advertisers.

Limitation of Liability and Indemnification

We shall not be liable for any indirect, special, incidental, consequential, or punitive losses, injuries, or damages of any kind, including but not limited to loss of business, reputation, revenue, profits, or data, arising under or in connection with these Terms or resulting from the use of, or the inability to use, the SDK. Furthermore, you agree to defend, indemnify, and hold us harmless from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including legal fees) that result from or are related to: (i) your breach of these Terms; (ii) your use of your Game Publisher Account and the SDK; and/or (iii) any claims concerning the Game, the Banners, and/or Advertisements, including but not limited to intellectual property infringement and privacy claims.

This indemnification obligation shall survive the termination of these Terms.

Confidential Information

1. Definition: For the purposes of this Agreement, "Confidential Information" refers to any data or information, oral or written, disclosed by either party ("Disclosing Party") to the other party ("Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure. This includes, but is not limited to, trade secrets, business plans, financial information, customer lists, and marketing strategies.
2. Obligations: The Receiving Party agrees to (i) keep all Confidential Information confidential and not disclose it to any third party without the prior written consent of the Disclosing Party, (ii) use the Confidential Information solely for the purposes of fulfilling its obligations under this Agreement, and (iii) take all reasonable measures to protect the confidentiality of the Confidential Information, which shall be no less than the measures it uses to protect its own confidential information of similar nature.
3. Exclusions: Confidential Information does not include information that (i) is or becomes publicly available without breach of this Agreement, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, (iii) is received from a third party without breach of any obligation of confidentiality, or (iv) is independently developed by the

Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

4. Duration: The obligations of confidentiality shall survive the termination of this Agreement for a period of five (5) years.
5. Return or Destruction: Upon termination of this Agreement or upon written request from the Disclosing Party, the Receiving Party shall promptly return or destroy all materials embodying Confidential Information and certify in writing its compliance with this obligation.

Force Majeure

Neither party shall be liable for any failure or delay in the performance of their obligations under this Agreement if such failure or delay is due to circumstances beyond their reasonable control ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God, natural disasters, fires, floods, wars, terrorism, riots, embargoes, strikes, lockouts, labor disputes, governmental actions, epidemics, pandemics, or any other events of a similar nature that could not have been avoided by reasonable diligence.

The party affected by a Force Majeure Event shall notify the other party in writing within [X days] of the occurrence of the Force Majeure Event, providing details of the nature and expected duration of the event. The obligations of the affected party shall be suspended for the duration of the Force Majeure Event, and the affected party shall use reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as practicable.

If the Force Majeure Event continues for a period of 30 days, either party may terminate this Agreement by providing written notice to the other party. In such a case, neither party shall be liable to the other for any damages arising from such termination.

Dispute Resolution

All disputes arising out of or in connection with this Agreement shall be resolved amicably through negotiations between the parties. The parties agree to make reasonable efforts to resolve any disagreements or disputes in good faith and with a view toward achieving a mutually acceptable resolution.

If the parties are unable to resolve the dispute through negotiation, either party may initiate formal proceedings. In such cases, the parties agree that the competent court for the resolution of any disputes shall be the courts located in Georgia. The applicable material law governing this Agreement shall be the law of Georgia.

Termination

Haxelo reserves the right to terminate this agreement at any time and at its sole discretion, without prior notice to the Game Publisher. Upon termination, Haxelo may deactivate the Game Publisher's API key and discontinue access to the SDK and any associated services.

The Game Publisher may, at any time, choose to stop using the SDK and our Banners, thereby terminating their participation in the program. However, any obligations incurred prior to termination shall remain in effect and the Game Publisher undertakes to cease any usage of the SDK or any other solution shared or provided by Haxelo.

SECTION B – Advertisers

This section outlines the terms and conditions specifically applicable to Advertisers utilizing our platform. It governs the legal relationship between Advertisers and Haxelo, detailing the rights, responsibilities, and obligations of Advertisers in relation to their advertising activities within games integrated with our Software Development Kit (SDK). By engaging with our services, Advertisers agree to adhere to the terms set forth in this section, ensuring a clear and mutually beneficial partnership.

Advertisers own Advertisements, and they wish for the Advertisements to be displayed via the Haxelo Platform in Games which are owned and/or operated by Publishers, so that the Advertisements can be viewed by End Users. You understand that the Advertisements which we will deliver on your behalf to the Publisher will be displayed in the Game for a limited amount of time.

Subject to the terms and conditions set forth in these General Terms, Haxelo will use commercially reasonable efforts to run Advertisements inside Games.

For the avoidance of doubt, nothing in the Haxelo Services shall impose any liability on Haxelo with respect to setting up any Advertisements, ensuring the appropriateness of any Advertisements, responsibility for accurateness and/or lawful ownership of creatives of any Advertisements, compliance of any Advertisement with Publishers' policies or any applicable law. You undertake to make sure that any and all Advertisements are legal and can be lawfully displayed in the geographical location of End Users when Advertisements are available to them. You acknowledge and accept that by the nature of an inside Game Advertisement, the viewability of an Ad is based on external factors which are not under Haxelo's control (e.g., the location of End Users' in game camera, the angle at which an Advertisement is viewed while a Game is played, internet and telecommunication connections, etc.), thus Haxelo does not warrant that any display of an Advertisement in the Game will be satisfactory to you.

Advertiser Account

To access and utilize our services, Advertisers must register on our platform and create an Advertiser Account. The Advertiser Account enables Advertisers to choose advertising campaigns, target audiences and locations, desired budget and to follow the metrics and the impression made on their advertisements.

During the registration process, users are required to provide accurate information, including their company name (if applicable), email address, and password. Users might also be required to provide documents proving their identity of the existence of their companies, e.g. ID cards, Actual state certificate or other government-issued documents.

Advertisers are responsible for maintaining the confidentiality of their account credentials and for all activities that occur under their account. Any unauthorized use of an account must be reported to Haxelo immediately.

Creating an account is needed for the creation of Advertising orders from the Advertisers.

Advertising orders

Upon successful registration, Advertisers may select between two types of advertising campaigns: **General Campaigns** and **Special Campaigns**.

1. **General Campaigns:** Advertisers can choose from pre-sorted groups that contain multiple games. These groups have been carefully prepared and organized by Haxelo to facilitate targeted advertising.

2. **Special Campaigns:** Advertisers have the option to select a specific game for their advertising efforts, allowing for more tailored and focused campaigns.

Haxelo provides metrics, including average impressions and the number of active end users, for each game and game group. However, these metrics are for informational purposes only and should not be construed as guarantees. Haxelo does not warrant that any particular game or group of games will maintain the same statistical performance as indicated by the metrics provided. Advertisers acknowledge and accept that actual performance may vary.

Advertisers have the freedom to determine their allocated budget, desired timeline, and specific advertising campaign. Upon adding funds to their account's balance, the Advertisers are able to submit an Advertising Order. Advertisers must have a positive balance in order to submit advertising orders and subsequently run advertising campaigns. This Advertising Order constitutes a binding offer to enter into an Agreement with Haxelo regarding the specified advertising campaign. All submissions of Advertising Orders shall be governed by these General Terms and Conditions. An Advertising order shall become effective only upon its acceptance by Haxelo, which acceptance may be by commencing the performance of the Advertising Services specified in the Advertising order. Each and every Advertising order shall constitute a separate and independent contract by and between the Parties.

The advertiser acknowledges and agrees that Haxelo may adjust the size and other elements of any creative provided by Advertiser for display in Games. You authorize Haxelo to make such adjustments to Advertisements as Haxelo deems necessary or appropriate in its sole discretion. Such adjustments shall not be considered a breach of any copyright, intellectual property rights or other ownership rights.

Account access and use of the Platform

Upon acceptance of an Advertising Order by Haxelo, and in consideration of the Advertiser's payment to Haxelo of the fees set forth in the applicable Advertising Order, Haxelo will use commercially reasonable efforts to render the Haxelo Services, subject to these Terms. The Advertiser shall protect Haxelo's Platform from third-party access and keep safe and confidential any and all usernames or passwords associated therewith against any unauthorized access and use. The Advertiser will take full responsibility for any authorized or unauthorized access and/or use of the Haxelo Platform and/or Haxelo Services attributable to such usernames and passwords.

Haxelo grants the Advertiser a limited, non-exclusive, non-transferable (except as expressly provided in these Terms) revocable right to access and use the Haxelo Platform for the sole purpose of utilizing the Haxelo Services in accordance with the specifications of the Advertising Order and in accordance with these Terms. Accordingly, except as expressly permitted by these Terms, the Advertiser may not, (i) directly or indirectly or by itself or through any other person or entity, use, rent, lease, sell, transfer (by sublicense, assignment, or otherwise), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Haxelo Platform (ii) reverse engineer, decompile, or otherwise attempt to discover the source code for the Haxelo Platform; (iii) represent that it possesses any proprietary interest in the Haxelo Platform and/or Haxelo Services; (iv) except as specifically permitted hereunder, use the name, trademarks, trade names, logos, or other intellectual property of Haxelo; and (v) use or access Haxelo Services or the Haxelo Platform for benchmarking purposes. All rights not specifically granted hereunder are reserved to Haxelo.

The Advertiser agrees not to have any direct contact with any of our registered Publishers and understand that in the event we suspect that you are communicating with a Publisher we

shall have the right, in our sole discretion, to terminate without notice any or all of your Advertisements and/or Campaigns.

Advertisements

1. For the purpose of providing you with the Services, you hereby grant Haxelo a non-exclusive, worldwide, royalty-free license to access, display, and otherwise use the Advertisements in accordance with these Terms.

2. Subject to these Terms, Haxelo will make commercially reasonable efforts to deliver the Advertisements on your behalf for display in the Game. You agree to provide the necessary information for Haxelo to deliver Advertisements and/or Campaigns. If any information changes, you agree to notify us immediately in writing. Haxelo does not control, endorse, or adopt any Advertisements and will not be responsible or liable for any Advertisement, including any failures or errors in the display of Advertisements, Campaigns, or for the Game. Haxelo also bears no responsibility to update or review any of the foregoing.

3. You will be solely liable for the Advertisements and acknowledge that you will remain responsible and liable to Haxelo for anything submitted to us for use with the Services. You agree to indemnify, defend, and hold Haxelo harmless in the event of any claims raised by the Publisher, End Users, or any third parties in relation to the Advertisements, including but not limited to their accuracy and any infringement of third-party intellectual property or other rights. This includes any claims that cause Haxelo to violate any third-party terms or that are unlawful or violate any applicable regulations, policies, or laws regarding the Advertisement's intended audience. You shall bear all responsibility and liability to ensure that the Games in which such Advertisements are displayed are appropriate for the target audience. You irrevocably waive and discharge Haxelo from any liability related to the above, and you will indemnify Haxelo for any damages, losses, or fees (including reasonable attorneys' fees) arising from claims based on breaches of your warranties and obligations.

4. Haxelo reserves the right, but is not obligated, to pre-screen, review, and monitor any or all Advertisements and may remove or block any or all Advertisements if Haxelo determines, in its sole discretion, that such action is appropriate. Notwithstanding any review or monitoring that Haxelo may perform, such action does not imply any endorsement or approval of any Advertisement by Haxelo, nor does it suggest that Haxelo agrees or acknowledges that any particular Advertisement complies with the Advertiser's obligations under these Terms. The Advertiser shall be solely responsible for the content of the Advertisements submitted to Haxelo. The Advertiser represents and warrants that all Advertisements are lawful, accurate, and not misleading. The Advertiser acknowledges that it has full responsibility for ensuring that the Advertisements comply with all applicable laws, regulations, and industry standards. Haxelo shall not be liable for any claims, damages, or liabilities arising from the content of the Advertisements, including but not limited to any inaccuracies, falsehoods, or unlawful content. The Advertiser agrees to indemnify, defend, and hold Haxelo harmless from any claims or legal actions arising from the Advertiser's content, including any alleged violations of law or rights of third parties.

5. Haxelo does not control and makes no representations regarding (i) any actions, omissions, or decisions made by any Publisher regarding the Advertisements to be displayed in any Game; (ii) the quality of the Game display; and (iii) any other advertisements displayed alongside or instead of the Advertisements.

6. As part of the Services Haxelo will use commercially reasonable efforts to provide you with Reports that review a Campaign's effectiveness based on parameters used by Haxelo. Such parameters may include tracking and analysis of the performance of your Advertisements and/or Campaigns and advertising activities based on campaign data collected with our tracking technology and analytics solutions. These Reports will be provided by Haxelo

representatives managing the Services for you or via any other tool or solution made available to you by Haxelo.

7. All interactions and commitments you have with any party regarding the Advertisements must be professional, proper, and lawful under applicable legislation, rules, regulations, or laws (including any laws concerning the content and nature of advertising or marketing) and must comply with the terms of these Terms.

8. You agree that any Advertisements provided to us by you shall not contain any content that: (i) is libelous, discriminatory, obscene, unlawful, illegal, sexually explicit, pornographic, violent, or otherwise unsuitable at Haxelo's sole discretion; (ii) advertises or targets the marketing of the Advertisements to any individuals under the age of legal consent in the relevant jurisdiction, if the laws in the jurisdiction of the specific End User does not allow targeting individuals under the age of legal consent; (iii) infringes upon Haxelo's or any third party's intellectual property rights, including but not limited to illegal streaming or downloading; copies or resembles Haxelo's or any third party's property, in whole or in part; or disparages Haxelo or any third party or otherwise damages their goodwill or reputation; (iv) uses or includes any spiders, robots, viruses, Trojan horses, or any other type of malware, spyware, or malicious code; (v) fails to comply with any Publisher, metaverse platform, or other third-party terms, policies, or guidelines applicable to the development, display, or distribution of the Advertisements.

Payment

The Advertisers must maintain positive balance in their accounts in order to keep their campaigns active.. Once the balance has been exhausted, advertising campaigns will be suspended, and the display of advertisements will cease. The Advertiser retains the right to reload the balance at their discretion. Haxelo will notify the Advertiser, if possible, when the balance is nearing depletion.

All payments made to the platform are processed by a third-party payment service provider. As part of their operations, this provider may collect certain categories of personal data from users that are necessary for the processing of payments. Haxelo is not responsible for the collection, use, or handling of such personal data by the payment service provider, and all transactions are subject to the privacy policy and terms of service of that provider.

Advertiser's warranties

1. You represent and warrant to us that: (i) you are either the owner of the Advertisements or legally authorized to act on behalf of the owner, possessing all necessary rights, powers, and authorities to enter into this Agreement and to grant us the license and rights specified herein; (ii) your performance under this Agreement will not violate any agreements or obligations you have with any third party or any applicable law; (iii) all Advertisements and any materials displayed therein: (a) comply with all applicable laws, including but not limited to privacy, spam, and Data Protection Laws and regulations; (b) do not breach and have not breached any duty towards or rights of any person or entity, including, without limitation, intellectual property or privacy rights; (c) are free from viruses, malware, or any other harmful components and any other contaminants of any nature; (d) comply with the guidelines or requirements of the Publisher of any Game in which your Advertisements or Campaigns appear; and (e) can be resized or otherwise adjusted for display in Games without any liability to Haxelo; (iv) if applicable, any technology supporting the Advertisements provided via the Services does not collect any data beyond what is explicitly agreed upon in this Agreement. It is expressly agreed that a breach of this Section by the Advertiser will be deemed a material breach of the Agreement, and Haxelo shall have the right to terminate the Agreement immediately, in addition to any other remedies available to it.

2. You represent and warrant that there are no contractual, legal, or other prohibitions on you and/or anyone acting on your behalf (including, without limitation, controlling shareholders, directors, officers, and/or ultimate beneficial owners) from entering into this Agreement. Neither you nor anyone acting on your behalf appears in repositories that would prohibit them directly or indirectly from conducting business with us (including our technology and currencies of the United Kingdom, the EU, or the United States of America), nor will they expose Haxelo or its affiliates to any sanctions, prohibitions, or restrictions under United Nations resolutions or trade or economic sanctions, laws, or regulations of the State of Israel, the European Union, United Kingdom, or United States of America, including, without limitation, sanctions or restrictions related to Lebanon, Syria, Iran, Cuba, North Korea, the Crimean Peninsula, the Russian Federation and the Ukrainian regions of Luhansk, Donetsk, Kherson, and Zaporizhzhia (collectively referred to as the "Sanctions Regime") or any prohibitions or restrictions under applicable export control regulations ("Export Regulations"). Furthermore, you agree not to permit or make the Haxelo Services available to any individuals or entities that are subject to any Sanctions Regime.
3. In addition to any other remedies, Haxelo may suspend the Services or access to the Haxelo Platform or disable tracking capabilities if the Advertiser fails to comply with any of the above warranties.

Disclaimer

1. Haxelo warrants that: (i) it possesses the legal authority to enter into this Agreement with the Advertiser; (ii) it has the professional expertise necessary to provide the Haxelo Services, as detailed in the applicable Advertising Order; (iii) it will process data in accordance with its Privacy Policy available here, as may be amended from time to time.
2. Haxelo warrants that it does not knowingly collect or process financial, health-related, genetic, or biometric personally identifiable information, nor does it collect personally identifiable information that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, sex life, or criminal history.
3. Unless expressly stated otherwise, Haxelo does not provide any warranty to the Advertiser, whether on its own behalf or on behalf of any Publisher, concerning any Publisher services or any part thereof generated through the use of the Services and/or the Haxelo Platform. It is explicitly clarified that Haxelo shall not be liable for any (i) acts and/or omissions by any Publisher, and/or factors beyond Haxelo's direct control, including internet outages, cyber attacks, or force majeure events; (ii) regarding the Haxelo Services, any statements, materials, or recommendations contained therein.
4. EXCEPT AS EXPLICITLY STATED ABOVE, THE HAXELO SERVICES AND THE HAXELO PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE HAXELO SERVICES WILL OPERATE ERROR-FREE, THAT THE PLATFORM AND HAXELO SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE, OR THAT WE WILL CORRECT ANY ERRORS IN THE HAXELO PLATFORM OR HAXELO SERVICES. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY RESULTING FROM TECHNICAL PROBLEMS, INCLUDING WITHOUT LIMITATION THOSE RELATED TO THE

INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

Limitation of Liability and Indemnification

We shall not be liable for any indirect, special, incidental, consequential, or punitive losses, injuries, or damages of any kind, including but not limited to loss of business, reputation, revenue, profits, or data, arising under or in connection with these Terms or resulting from the use of, or the inability to use, the Advertisements or the Services. Furthermore, you agree to defend, indemnify, and hold us harmless from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including legal fees) that result from or are related to: (i) your breach of these Terms; (ii) your use of the Services and the Advertisements; and/or (iii) any claims concerning the Advertisements, including but not limited to intellectual property infringement and privacy claims.

Intellectual property

All intellectual property rights in and to our software, solutions, and any related materials are and shall remain the sole property of Haxelo.

This license does not confer any ownership, property rights, or any other rights beyond the specific rights expressly granted. Game Publishers shall not acquire any title or interest in our software or solutions, and all rights not expressly granted herein are reserved by Haxelo.

You may submit questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information about Haxelo, your Account, and/or our solutions (collectively referred to as "Suggestions"). You acknowledge that any Suggestions you submit to us—whether via our platform, email, or any other form of communication—will be considered non-confidential and will become the sole property of Haxelo.

Haxelo will hold exclusive rights to these Suggestions, including all intellectual property rights, and shall have the unrestricted right to use and distribute them for any purpose, whether commercial or otherwise, without any obligation to acknowledge or compensate you for them.

Advertisers hereby acknowledge and represent that they possess all necessary rights, including intellectual property rights, to publish the advertisements submitted to Haxelo. Advertisers shall indemnify, defend, and hold Haxelo harmless from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including legal fees) arising from any third-party claims related to the advertisements, including but not limited to claims of infringement of intellectual property rights or any other rights.

Confidential Information

1. **Definition:** For the purposes of this Agreement, "Confidential Information" refers to any data or information, oral or written, disclosed by either party ("Disclosing Party") to the other party ("Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure. This includes, but is not limited to, trade secrets, business plans, financial information, customer lists, and marketing strategies.
2. **Obligations:** The Receiving Party agrees to (i) keep all Confidential Information confidential and not disclose it to any third party without the prior written consent of the Disclosing Party, (ii) use the Confidential Information solely for the purposes of

fulfilling its obligations under this Agreement, and (iii) take all reasonable measures to protect the confidentiality of the Confidential Information, which shall be no less than the measures it uses to protect its own confidential information of similar nature.

3. **Exclusions:** Confidential Information does not include information that (i) is or becomes publicly available without breach of this Agreement, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, (iii) is received from a third party without breach of any obligation of confidentiality, or (iv) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.
4. **Duration:** The obligations of confidentiality shall survive the termination of this Agreement for a period of five (5) years.
5. **Return or Destruction:** Upon termination of this Agreement or upon written request from the Disclosing Party, the Receiving Party shall promptly return or destroy all materials embodying Confidential Information and certify in writing its compliance with this obligation.

Force Majeure

Neither party shall be liable for any failure or delay in the performance of their obligations under this Agreement if such failure or delay is due to circumstances beyond their reasonable control ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God, natural disasters, fires, floods, wars, terrorism, riots, embargoes, strikes, lockouts, labor disputes, governmental actions, epidemics, pandemics, or any other events of a similar nature that could not have been avoided by reasonable diligence.

The party affected by a Force Majeure Event shall notify the other party in writing within 30 days of the occurrence of the Force Majeure Event, providing details of the nature and expected duration of the event. The obligations of the affected party shall be suspended for the duration of the Force Majeure Event, and the affected party shall use reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as practicable.

If the Force Majeure Event continues for a period of 30 days, either party may terminate this Agreement by providing written notice to the other party. In such case, neither party shall be liable to the other for any damages arising from such termination.

Dispute Resolution

All disputes arising out of or in connection with this Agreement shall be resolved amicably through negotiations between the parties. The parties agree to make reasonable efforts to resolve any disagreements or disputes in good faith and with a view toward achieving a mutually acceptable resolution.

If the parties are unable to resolve the dispute through negotiation, either party may initiate formal proceedings. In such cases, the parties agree that the competent court for the resolution of any disputes shall be the courts located in Georgia. The applicable material law governing this Agreement shall be the law of Georgia.

Termination

Haxelo reserves the right to terminate this agreement at any time and at its sole discretion, without prior notice to the Advertiser. If there is a positive cash balance in the Advertiser's account at the time of termination, Haxelo shall pay it back if there are no counterclaims against the Advertiser, in which case it shall be entitled to set off its claims against such balance.

The Advertiser might decide not to recharge the Advertiser's account. If that happens, the advertising campaigns will be ceased and the advertisement will no longer be shown. The Advertiser has no right to claim the amounts that have already been spent on advertising. Any obligations incurred prior to termination shall remain in effect.

SECTION C – Miscellaneous

Changes to Terms

Haxelo reserves the right to modify these Terms and Conditions at any time. Any changes will be effective immediately upon posting the revised Terms on our website. In addition, we will notify users of any significant changes via email. It is the responsibility of the Advertisers and the Game Publishers to review these Terms periodically to stay informed about any updates or modifications. Continued use of the Haxelo Services following any changes constitutes acceptance of the revised Terms.

Contact Information

If you have any questions or concerns regarding these Terms and Conditions, please feel free to reach out to us at the following contact details:

- **Email:** support@haxelo.com
- **Phone:** +995599052170
- **Mailing Address:** GEORGIA, TBILISI, VAKE DISTRICT, SHALVA NUTSUBIDZE SLOPE, V MIKRO/DISTRICT, BUILDING N 1, FLAT N 1

We are here to assist you and will respond to your inquiries as promptly as possible.

For all matters not specified, the applicable provisions of Georgian law shall apply.