

Terms of Service for Developers

This **Terms of Service for Developers** (the “Agreement”), a legally binding agreement, whether personally or on behalf of an entity (“You” or the “Developer”) and Ton Play Limited, a company incorporated in the United Arab Emirates with a registration number 01010653, and with a registered address at Office A, RAK DAO Business Centre, RAK BANK ROC Office, Ground Floor, Al Rifaa, Sheikh Mohammed Bin Zayed Road, Ras Al Khaimah, United Arab Emirates (the “Company”, “PlayDeck”, “us”, “we”, or “our”).

1. DEFINITIONS

- 1.1. **Additional Costs:** means payment providers’ costs, currency exchange cost and other costs incurred by us and related to the distribution of the In-Games Revenue and/or Net Revenue as may be applicable from time to time, including VAT (if and where applicable).
- 1.2. **Commission:** means the commission withholdable by us under this Agreement, representing our share of the Net Revenue generated during the Reporting Period. Unless otherwise agreed in writing, the Commission shall amount to fifteen percent (15%) of the Net Revenue for Games integrated within the Playdeck Integrated Games, and thirty percent (30%) for Games deployed as Standalone Bot Games. The remaining part of the Net Revenue, respectively eighty-five percent (85%) and seventy percent (70%), shall constitute the Developer’s share.
- 1.3. **Games:** means owned or licensed by You browser gaming software which You wish to distribute via the Product.
- 1.4. **In-Game Revenue:** means all revenues generated and received through In-Game Purchases under this Agreement and calculated based on related statistics and internal metrics in a Reporting Period excluding VAT (if and where applicable).
- 1.5. **In-Game Purchase(s):** means digital item/product/service purchase by the users within the Games which is available through the Product and under this Agreement.
- 1.6. **Net Revenue:** means the In-Game Revenue less Additional Costs, Commission, VAT (if and where applicable).
- 1.7. **Playdeck Integrated Game:** means a Game distributed and operated within the Telegram bot @playdeckbot or our aggregated interface, without a separate Telegram bot instance.
- 1.8. **Personal Data:** means any information collected from a user that could be used to identify the user, directly or indirectly, including, without limitation, name, username, email address, online identifiers, identification numbers, date of birth, gender, and/or payment information. For this Agreement, the Parties shall follow the definition of Personal Data used in the Federal Decree-Law No. 45/2021 on the Protection of Personal Data and General Data Protection Regulation (Regulation (EU) 2016/679) any other data protection or privacy laws, regulations, or regulatory requirements, guidance and codes of practice applicable to the processing of personal data.
- 1.9. **Reporting Period:** means a calendar month. The first Reporting Period commences on the date of signing of the Agreement and lasts up to the last day of the relevant calendar month (as an example, June 10 – June 30), the last Reporting Period commences on the first day of the relevant calendar month and lasts up to the date of the Agreement’s termination (as an example, June 01 – June 15).
- 1.10. **Standalone Bot Game:** means a Game deployed as an independent Telegram bot under the Developer’s or our account, utilizing our wrapper, infrastructure, support, and integration systems.

- 1.11. User: means a physical person end-user browsing the Games on the Product.
2. Capitalized terms not otherwise defined herein, have the meaning indicated in the Terms of use. Unless otherwise provided herein, the Agreement is subject to the Terms of use.
3. This Agreement governs your usage of the specially designed Telegram bot located at @playdeckbot within the Telegram application (the “Product”) for the purposes of integration of the games and other services in connection with it.
4. In consideration of the Company granting you access to the Product, you agree to be bound by the terms and conditions of the Agreement. By integrating Your games to Product, you agree that you have read in full, understood and accepted to be legally bound by the terms contained herein. All of the aforementioned terms may be amended from time to time at our sole discretion. For clarity, your continued access to and use of Product shall constitute your acceptance of this Agreement and all other terms that are incorporated herein, including any updates or modifications to them from time to time.
5. The rights and obligations contained in the Agreement are entirely separate from, and without prejudice to, any existing or future agreement between you and the Company relating to any of the Company’s products or services other than the Product (“Other Agreements”). For the avoidance of doubt, no expiry, termination or breach by either party of the Agreement shall give rise to any right of set-off or termination in relation to such Other Agreements.
6. Developers can make their games accessible in Product connecting them to the Product via API.
7. You and the Company agree to make the integration of one or more of your computer games into Product. The number of games, names, as well as other features required for your use of the Product to be specified in a separate list of games in accordance with the application form located at <https://forms.gle/1LCpnAHGoBUT4Pg6>. Additionally, you are required to provide your documents for the KYC (Know Your Customer) procedure.
8. The Company shall at its sole discretion determine when the Product will work and some of its features may not be available to certain users, on certain Telegram clients or within certain geographical regions, in accordance with current demand, technological limitations, economic considerations, regulatory restrictions and other factors.
9. Consequently, you acknowledge and agree that the availability of Product, and, by extension, access to the creation, operation and usage of Product or some of their features may change at any time, and we are not obligated to provide advance notice, compensation or explanations for any such changes.
10. You understand and agree that your association with us is exclusively as a user of our Product, functioning as an independent entity or physical person. This Agreement and your engagement with our Product do not establish any form of agency, partnership, employment or joint venture between you and us. You are expressly forbidden from representing yourself as anything other than an independent third-party as it pertains to your engagement with Product and, by extension, with the Company.
11. The placement of the Games within the Product shall be provided free of charge. In case the Game(s) involve In-Game Purchase(s), You shall be entitled to Net Revenue for all In-game purchases made by Users within the Game generated during the Reporting Period. You acknowledge and accept that the amount of In-Game Revenue due to you is contingent upon the volume of In-Game Purchases made by Users. The precise amount due to you can only be determined by us at the conclusion of each Reporting Period, based on the aforementioned

criteria. We shall furnish you with a detailed electronic report of In-Game Purchases on a monthly basis. This report may be made available to you via the Product system dashboard, electronically to designated email addresses, or through any other method.

12. The Company shall receive fifteen percent (15%) of the Net Revenue generated by each Game integrated within the Playdeck Integrated Game, and the remaining eighty-five percent (85%) shall belong to the Developer. If, upon mutual agreement between the Parties, a Game is deployed as a separate Standalone Bot Game, the revenue share shall be adjusted to thirty percent (30%) for the Company and seventy percent (70%) for the Developer. The transition of a Game from the Playdeck Integrated Game model to the Standalone Bot Game model shall be subject to written confirmation (including by email) between the Parties, specifying the date of transition and applicable revenue share. For Standalone Bot Games, the Company shall provide full technical hosting, wrapper integration, infrastructure maintenance, and promotional support. Any migration of a Game from the Playdeck Integrated Game model to the Standalone Bot Game model shall not require execution of a new Agreement, provided that the change is confirmed in writing (including via email) between the Parties and the applicable Commission is adjusted accordingly.
13. We will distribute the Net Revenue on a monthly basis. This distribution will occur no later than the last day of the month following the respective Reporting Period, using the payment details You provided in the application form. This distribution will be made in the cryptocurrency TON. The conversion of TG Stars into TON will be conducted based on the rules described in clause 14. The minimum payout amount is 10 TON. If the accumulated amount is less than this minimum threshold, the payout will be deferred until the threshold is met.
14. The conversion of TG Stars into TON is based on the exchange rate at <https://fragment.com> at the time of sale on the 25th of the month following the Reporting Period. If the 25th falls on a Saturday or Sunday, the conversion will occur on the preceding Friday. Should <https://fragment.com> be fully or particularly unavailable on the specified date or time, the calculation and distribution deadline will be extended by the number of days the <https://fragment.com> remains inaccessible. You may also offer digital goods and services for purchase, such as In-Game Purchases.
15. Due to requirements from stores that host Telegram apps, transactions for digital goods and services cannot be processed through third-party payment providers. Accordingly, all transactions pertaining to digital goods and services must be executed exclusively through the exchange of Telegram Stars, which can be procured by Telegram users through separate in-app purchases. Since Telegram must adhere to Apple and Google's definitions of digital goods and services (i.e., goods and services that must be sold via in-app purchases), which may change over time, you should reference the relevant documentation from Apple and Google directly to ensure your offerings remain in line with the latest available guidelines. If You are found to be using alternative payment systems for In-Game Purchases, you may receive a notice from us. Should you fail to comply with such notices, we may have to make your Game inaccessible from Product or terminate Agreement with you.
16. As the purveyor, it is your duty to ensure that the In-Game Purchases are delivered as advertised and in a timely manner, as agreed between you and the Users. When a User contacts our support service, all conflicts and claims will be resolved independently, without involving Telegram. Our team, with your active participation, will handle these resolutions

directly. You agree to respond to our support specialists promptly, within 24 hours from the time a request is created. You will provide full assistance and support in resolving conflicts with Users to the best of your abilities. If a User directly contacts you to resolve an issue and it remains unresolved within 24 hours of the initial contact, you agree to immediately escalate the issue to us for further resolution. In the event that our support team decides to issue a refund to a User for an In-Game Purchase(s), the refund amount will be deducted from In-Game Revenue. We will take all possible arguments received from you and try to consider your interests, but the decisions made by our support team regarding User's refunds are final and are not subject to discussion or dispute. We will not be liable if we do not receive a response from you or if we do not receive a response within the timeframe requested or in a timely manner.

17. Failure to comply with this Agreement, may result in temporary or a permanent ban from Product and/or immediate termination of this Agreement on giving written notice. In such instances, your Games will be removed from Product and become partially or fully inaccessible to some or all users. You will not be compensated for any direct or indirect losses resulting from your termination. Termination of the Agreement shall not affect the accrued rights of the parties as at termination or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination (including those rights expressly or implicitly coming into effect after termination).
18. For the purposes of the Agreement the Company will:
 - a) provide you with documentation describing the implementation of the functionality of the Product;
 - b) provide you with monetization tools (if and when ready in the future, at the Company's sole discretion);
 - c) test your game or games after you complete the integration;
 - d) add you game or games to the games catalog within the Product (@playdeckbot);
 - e) at its sole discretion, carry the traffic to the Product (@playdeckbot) or any particular game or games, provided, however, that it is the Company's exclusive right to decide on the marketing and other activities with reference to a particular game.
19. In consideration of the Company's obligations you will:
 - a) integrate the technical solution provided by the Company that allows you to run the game inside the Product (@playdeckbot);
 - b) test your game after the integration;
 - c) provide a working version of the game by a link or/and archive;
 - d) provide the Company with the marketing materials, including, but not limited to, the description of the games, pictures, etc.
 - e) You acknowledge that the Product is the property of the Company and is protected by intellectual property laws. In particular, you undertake that the existence or development of the Product as well as any information communicated by the Company to you relating to the Product and/or the contents and/or functionality of the Product shall be treated as confidential information belonging to the Company.
20. You understand that you shall not acquire any intellectual property rights or other rights under the Agreement or through your participation in the operations of the Product. The Company grants you a non-exclusive, non-transferable, terminable (by notice at any time) license for the term of the Agreement to use the Product for the purposes specified herein in accordance with the Company's instructions. You retain all rights, whether owned by You or by a third party, about any Games and grant the Company a limited, worldwide, revocable, non-exclusive, and

sub-licensable right to make the Games available for use to the public on the Product and to allow users interact with the functionality of the Games during the term of this Agreement, namely, the right of:

- running of the Games;
- reproduction (full or partial) that is creation of one or more copies of the Games in any form and by any means, including distribution over the Internet in any form, by any means (online distribution);
- public display and advertising of the Games;
- import of copies of the Games for distribution;
- hosting of the Games;
- public performance of the Games;
- enhancement, utilization, adoption content of the Games;
- bringing the information about the Games to public knowledge in such a way that any person may get access to the creative product (for review) from any place and at any time of their own choice (bringing to public knowledge), including over the Internet;

21. You understand that the Product is experimental in nature and may not have been tested in any manner. The Company does not represent that the Product is entirely reliable, accurate or complete. Accordingly, the Product is made available for use “as is” and the Company does not give or enter into any conditions, warranties or other terms with regard to the Product. In particular, no condition, warranty or other term is given or entered into to the effect that the Product will be of satisfactory (or any other) quality or that the Product will be fit for any particular purpose. No other warranties, conditions or terms shall apply and all warranties, conditions or other terms implied at law or by custom are, to the fullest extent permitted by law, excluded.
22. We can decide to make your Game inaccessible from Product at any time, including in response to unforeseen circumstances beyond our control. This includes but is not limited to discontinuation in specific regions, for certain users, or removing a subset of services and features. For clarity, we make no guarantee of ongoing or continued support for this Product.
23. You agree that You provide us with a right to publish and advertise a web version of the Games on any Product. The Company reserves the right to grant sublicenses to Telegram at its discretion allowing Telegram to utilize the rights and licenses conferred to us under this agreement. Written permission is required for any other third parties (excluding Telegram) to utilize the rights and licenses under this agreement.
24. You also grant to us the right to use the Content, represented graphically, the sounds, texts, and other audiovisual components of the Games to promote the Game as well as the right to include the Content and information about the Games into its portfolio.
25. You acknowledge and agree that Company and its subsidiaries, affiliates, officers, agents, contractors and employees shall bear no liability for any unrealized payments, lost profits, lost or misplaced funds and assets (including cryptocurrency), lost or misplaced data, fines, fees, punitive or reputational damages or any other unwanted consequence that may arise from or in connection with your use of and engagement with Product. Nothing in the Agreement shall exclude or limit either party’s liability for: (a) fraud or fraudulent misrepresentation; or (b) any other liability that cannot be limited or excluded by applicable law.
26. You shall be solely responsible for the payment of all taxes, levies, duties, and assessments of any kind arising from or due in connection with this Agreement, including but not limited to,

sales, use, value-added, and personal taxes imposed or levied by any authority. This responsibility includes the obligation to pay any taxes that become due as a result of payments made under this Agreement. You agree to indemnify and hold harmless us from any claims, liabilities, costs, or expenses associated with Your failure to pay any such taxes. Consequently, you explicitly acknowledge and agree that the Company will not be liable for any fees, expenses, penalties, or additional costs you may incur as a result of your participation in Product, including but not limited to those arising from your failure to properly comply with applicable local laws and tax regulations.

27. You warrant to us that:

- a) to the best of its knowledge, nothing in this Agreement violates any applicable law, including Personal Data protection laws;
- b) you have the necessary financial resources to perform your obligations under this Agreement;
- c) you have the requisite legal right, power, and authority to execute, deliver, and perform your obligations under this Agreement;
- d) this Agreement constitutes its binding obligations following its terms; and
- e) nothing contained in this Agreement will result in a breach of any provision of its constitutional documents or result in a breach of any agreement, license, or other instrument, order, judgment, or decree of any court or governmental body to which it is bound.

28. You guarantee to us that the Games do not violate the rights of third parties to the Games as a whole and to its parts (the program code and the Content). Consequently, you understand and agree that the services you offer, including their names, logos, descriptions, branding, uploaded media, communications, functionalities and any other relevant content cannot infringe or violate third party rights, nor can they enable any user to do so.

29. You guarantee to us that the Games comply with the applicable laws. Games are prohibited from including content that depicts violence, endorses the use of drugs and medical substances, or promotes gambling, sports betting, financial pyramid schemes, and fraudulent activities. They must also not contain provocations to violence or military action, political context, or any other content that may be deemed sensitive or inappropriate. Additionally, materials of a sexual nature, harassment-related content, adult content, or any associated content are strictly forbidden. Games should avoid featuring content like advertisements for weapons, financial and crypto services, gambling, betting, drugs, and medicine, as well as adults' materials or materials of a sexual nature. The Games must comply with the Telegram Terms of Service. You agree that we may also intervene to moderate content and games hosted by you, but are not obligated to do so.

30. You guarantee to us that the authors or other owners of exclusive rights to the elements of the Games and/or the Content allowed you to use and/or license the Games and/or the Content under the procedure and by the means provided for under this Agreement.

31. You will comply with all applicable privacy laws and regulations, such as the European Union's General Data Protection Regulation (GDPR) in respect of User's Personal Data protection. It is your responsibility to determine whether or not such laws apply to your Games, and if applicable, how to meet their requirements, and the Company will not be liable if you fail to do so.

32. We shall not be liable under or in connection with this Agreement whether in contract, tort (including negligence), under a warranty, undertaking, or representation under statute or

otherwise, for any indirect or consequential losses, any loss of business, business opportunities or goodwill, or any loss of revenue, savings or profits, whether actual or prospective or for any punitive damages, howsoever arising, whether such losses or damage were foreseeable or in the contemplation of You.

33. You accept and agree to grant Company and its subsidiaries, affiliates, officers, agents, contractors and employees absolute indemnity and to hold them harmless from and against any and all claims, actions, proceedings, obligations, investigations, demands, suits, expenses, costs and damages (including but not limited to legal fees, fines or penalties imposed by any authorities, private entities or regulatory institutions) arising from, related to, or in any way incurred as a result of your use of, conduct in connection with, your engagement with, receipt of and access to Product.
34. You understand and agree that your Games must operate fully within the bounds of the rules set in this Agreement and Telegram Bot Platform Developer Terms of Service at all times. Should Telegram in its sole discretion or we determine that your Games did not operate well within any point in time, we may have to make your Game inaccessible from Product or terminate Agreement with you and block Your access to the Product. Furthermore, violators may face legal consequences pursuant to relevant laws and regulations they undermined.
35. We may, at our sole and absolute discretion and without liability, at any time and without notice, modify Product in any way we deem necessary. We hold no liability for how these changes may affect access to and services provided through Product. You are solely responsible for ensuring that your Games are available to your users and compatible with the Product. In no event shall we be liable for any direct or indirect damages to you or your affiliates, employees, and joint venturers arising out of or in connection with any changes made to Product, including its discontinuation, even if you or others have advised us of the possibility of such damages.

These changes include but are not limited to:

- a) Altering, suspending, or fully discontinuing features and services within Product, including but not limited to Product itself;
 - b) Introducing new improvements, bots, mini apps, limitations, rules or changes to our services that might deprecate (or render obsolete or unaccessible) any TPA, services, products, or utilities created by you through or in connection with Product, including but not limited to those for which you may have already collected payment from users;
 - c) Imposing limits on or restricting access to Product;
 - d) Restricting you from accessing Product or the Telegram platform;
 - e) Restricting certain users from accessing one or several TPA operated by you;
 - f) Adjusting, modifying or radically reshaping the way in which users find, access, interact with or otherwise make use of the TPA you offer through or in connection with Product.
36. The Agreement sets out all the terms between the Company and you with respect to the Product and supersedes any prior oral or written agreements, excluding Other Agreements. This Agreement and the interpretation of its terms shall be governed by and construed by the laws of the United Arab Emirates.
 37. You may terminate this Agreement by providing the other party with thirty (30) days' written notice. Upon the effective date of termination: all of your Games will be removed from the Product and will become completely unavailable to all users. Termination of this Agreement

shall not affect any rights, obligations, or liabilities accrued up to the date of termination. This includes any rights that have been expressly stated to survive termination or that are implied by the nature of the Agreement to be effective after termination. Provisions of this Agreement that are expressly stated or implied to survive termination shall remain in effect notwithstanding the termination of this Agreement.

The Agreement is effective and binding on you on the earliest of the following dates:

- a) the date you accept the Terms by ticking a checkbox and clicking a “Submit” button in the application form located at <https://console.paysystem.io/>;
- b) the date you (or an affiliate) first access or use the Product, including, but not limited to, by completing a registration, or placing any games according to our instructions, rules or guidelines.

38. We will review and may update these Terms of Service for Developers from time to time. Any changes will become effective when we post the revised Terms of Service for Developer on footer of this page <https://www.playdeck.io/> Please check this page frequently to see any updates or changes to Terms of Service for Developer, an optional summary of which we may set out below.

Effective August 22, 2025