**GEMSPACE DEVELOPER PLATFORM AGREEMENT**

**Complete Terms of Service for Application Developers**

**Effective Date:** July 1, 2025

**ARTICLE 1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

For purposes of this Agreement, the following terms shall have the meanings set forth below:

**"Affiliate"** means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person.

**"Agreement"** means this GemSpace Developer Platform Agreement, as may be amended from time to time in accordance with the terms hereof.

**"API"** means the application programming interfaces, software development kits, documentation, sample code, and other materials made available by Platform to Developer for integration with the Platform Services.

**"Developer Application"** means any software application, game, utility, widget, or digital service developed, owned, operated, and distributed by Developer through the Platform, including but not limited to mobile applications, web applications, games, productivity tools, social applications, educational software, and entertainment content.

**"Developer Content"** means all content, data, information, software, and materials provided by Developer in connection with the Developer Application, including without limitation user interfaces, functionality, documentation, promotional materials, graphics, audio, video, text, and metadata.

**"Effective Date"** means the date of execution of this Agreement by both Parties or the date Developer first accesses Platform Services, whichever is earlier.

**"In-App Purchase"** means any digital content, virtual goods, premium features, subscriptions, or services sold through the Developer Application.

**"Intellectual Property Rights"** means all intellectual property rights worldwide, including without limitation: (a) patents, patent applications, and patent disclosures; (b) trademarks, service marks, trade names, and trade dress; (c) copyrights and copyrightable works; (d) trade secrets, know-how, and confidential information; (e) database rights; (f) moral rights; and (g) all other intellectual property and proprietary rights.

**"Laws"** means all applicable laws, statutes, regulations, rules, ordinances, codes, decrees, judgments, injunctions, orders, and other legal requirements of any governmental authority, including but not limited to data protection laws, consumer protection laws, advertising regulations, and content standards.

**"Party" or "Parties"** means Developer and/or Platform, as applicable.

**"Person"** means any individual, corporation, partnership, limited liability company, trust, joint venture, association, company, estate, governmental authority, or other entity.

**"Personal Data"** has the meaning set forth in the General Data Protection Regulation (EU) 2016/679 ("GDPR") and includes any information relating to an identified or identifiable natural person.

**"Platform"** means Marketspace Solutions OU, a company incorporated under the laws of the Republic of Estonia, with its registered office at Harju maakond, Tallinn, Kesklinna linnaosa, Vesivärava tn 50-301, 10152, Estonia.

**"Platform Policies"** means the policies, guidelines, terms of use, content standards, community guidelines, technical requirements, and other requirements applicable to developers using the Platform Services, as published by Platform and updated from time to time.

**"Platform Services"** means the GemSpace platform, including the API, infrastructure, application marketplace, authentication services, analytics tools, developer portal, and related functionality made available by Platform.

**"User"** means any end user who accesses, downloads, installs, or uses the Platform Services and/or Developer Applications.

**"User Data"** means all data, content, and information provided by or on behalf of Users through their use of the Developer Application or Platform Services.

**"User-Generated Content"** means all content, including text, graphics, images, audio, video, and other materials, created, uploaded, or shared by Users through Developer Applications.

**1.2 Interpretation**

In this Agreement: (a) headings are for convenience only and do not affect interpretation; (b) words in the singular include the plural and vice versa; (c) references to any agreement or document include that agreement or document as amended, supplemented, or replaced; (d) references to any Person include successors and permitted assigns; (e) the words "include," "includes," and "including" are deemed to be followed by "without limitation"; (f) references to articles, sections, and subsections refer to articles, sections, and subsections of this Agreement; and (g) references to days mean calendar days unless otherwise specified.

**ARTICLE 2. GRANT OF RIGHTS AND LICENSES**

**2.1 Platform License to Developer**

Subject to the terms and conditions of this Agreement, Platform hereby grants to Developer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to:

**(a)** Access and use the Platform Services solely for the purpose of developing, testing, distributing, and operating Developer Applications in accordance with this Agreement and the Platform Policies;

**(b)** Use the API and related documentation to integrate Developer Applications with Platform Services;

**(c)** Display the Platform trademark and branding solely in connection with the proper attribution of Platform Services integration;

**(d)** Access Platform analytics, reporting tools, and developer resources; and

**(e)** Participate in Platform promotional and marketing programs as mutually agreed.

**2.2 Developer License to Platform**

Developer hereby grants to Platform a non-exclusive, royalty-free, worldwide license during the Term to:

**(a)** Host, cache, route, transmit, store, and display the Developer Application and Developer Content through the Platform Services;

**(b)** Use Developer's trademarks, service marks, trade names, logos, and branding solely in connection with the distribution, promotion, and operation of the Developer Application on the Platform;

**(c)** Use, reproduce, distribute, and display screenshots, descriptions, promotional materials, and other marketing content related to the Developer Application for Platform marketing, promotional purposes, and Platform showcase;

**(d)** Perform technical operations necessary for Platform functionality, including format conversion, compression, and optimization;

**(e)** Include Developer Application in Platform search results, recommendations, and categorization systems; and

**(f)** Analyze usage patterns and performance metrics for Platform improvement and reporting purposes.

**2.3 User License**

Developer acknowledges that Users receive a limited, non-exclusive license to use Developer Applications through the Platform, subject to Platform terms of use and any additional terms specified by Developer.

**2.4 Reservation of Rights**

Except for the limited rights expressly granted herein, each Party retains all right, title, and interest in and to its respective Intellectual Property Rights. No rights or licenses are granted except as expressly set forth in this Agreement. All rights not expressly granted are reserved.

**2.5 Third-Party Components**

Developer acknowledges that the Platform Services may contain or be integrated with third-party software, services, or content subject to separate license terms, and Developer agrees to comply with all such applicable third-party license terms.

**ARTICLE 3. DEVELOPER OBLIGATIONS AND REPRESENTATIONS**

**3.1 Development and Operation Standards**

Developer shall:

**(a) Technical Compliance:** Develop, maintain, and operate the Developer Application in accordance with the API documentation, Platform Policies, Platform technical specifications, and industry best practices for security, performance, reliability, and user experience;

**(b) Legal Compliance:** Ensure that the Developer Application and all related activities comply with all applicable Laws, including without limitation consumer protection laws, data protection regulations, advertising standards, content regulations, accessibility requirements, and age-appropriate content standards;

**(c) User Support:** Provide adequate, responsive technical support and customer service to Users of the Developer Application, including handling user inquiries, bug reports, feature requests, and complaints in a timely and professional manner;

**(d) Security:** Implement and maintain appropriate technical and organizational measures to protect User Data, Platform Services, and system integrity, including encryption, access controls, vulnerability management, and incident response procedures;

**(e) Performance Monitoring:** Continuously monitor the Developer Application for security vulnerabilities, performance issues, compatibility problems, and compliance with this Agreement, implementing corrective measures as necessary;

**(f) Updates and Maintenance:** Promptly install updates, patches, and modifications as reasonably requested by Platform to maintain compatibility, security, and optimal performance, and provide regular maintenance and improvements to the Developer Application;

**(g) Quality Assurance:** Conduct thorough testing of the Developer Application before submission and after updates to ensure functionality, stability, and compliance with Platform requirements;

**(h) Documentation:** Provide and maintain accurate, complete documentation for the Developer Application, including user guides, privacy policies, terms of use, and technical specifications; and

**(i) Content Moderation:** If applicable, implement appropriate content moderation systems and procedures for User-Generated Content within the Developer Application.

**3.2 Prohibited Activities**

Developer shall not, and shall not permit any third party to:

**(a) Circumvention:** Attempt to circumvent, disable, or otherwise interfere with security-related features of the Platform Services, including authentication mechanisms, access controls, or payment systems;

**(b) Reverse Engineering:** Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or proprietary methods of the Platform Services;

**(c) Interference:** Interfere with, disrupt, or compromise the integrity, performance, availability, or security of the Platform Services or other Developer Applications;

**(d) Unauthorized Access:** Access or attempt to access Platform Services, User Data, or other developers' applications through any means other than the officially provided API and authorized interfaces;

**(e) Competitive Use:** Use the Platform Services, API, or Platform-provided data to develop, distribute, or promote any service that directly competes with the Platform Services or attempts to replicate Platform functionality;

**(f) Malicious Activities:** Distribute malware, viruses, spyware, or other malicious code through the Developer Application or use the Application for phishing, spam, or other harmful activities;

**(g) Illegal Content:** Use the Developer Application to facilitate, promote, or distribute illegal content or activities, including but not limited to piracy, fraud, money laundering, terrorism financing, or other criminal activities;

**(h) Inappropriate Content:** Distribute content that is defamatory, harassing, discriminatory, pornographic, violent, or otherwise inappropriate for the Platform's community standards;

**(i) Privacy Violations:** Collect, use, store, or disclose User Data except as necessary for the legitimate operation of the Developer Application and in strict compliance with applicable privacy laws and Platform Policies;

**(j) Misleading Practices:** Engage in false, misleading, or deceptive advertising, descriptions, or representations regarding the Developer Application's functionality, features, or capabilities;

**(k) Rate Limiting Violations:** Exceed API rate limits, quotas, or usage restrictions imposed by Platform;

**(l) Intellectual Property Infringement:** Infringe, violate, or misappropriate the Intellectual Property Rights of Platform, other developers, or third parties; and

**(m) Platform Policy Violations:** Violate any Platform Policies, community guidelines, or content standards as updated from time to time.

**3.3 Representations and Warranties**

Developer represents and warrants that:

**(a) Authority:** Developer has full corporate power and authority (or if an individual, legal capacity) to execute and perform this Agreement, and the execution and performance of this Agreement has been duly authorized by all necessary corporate or other action;

**(b) Legal Compliance:** The Developer Application and all related activities comply with all applicable Laws, regulations, and industry standards in all jurisdictions where the Application is available;

**(c) No Infringement:** The Developer Application, Developer Content, and Developer's use of the Platform Services do not and will not infringe, violate, or misappropriate any third-party Intellectual Property Rights, privacy rights, or other rights;

**(d) Licenses and Permits:** Developer has obtained and maintains all necessary licenses, permits, authorizations, and approvals required to develop, distribute, and operate the Developer Application;

**(e) Age and Capacity:** If Developer is an individual, Developer is at least 18 years old and has the legal capacity to enter into this Agreement;

**(f) Accuracy of Information:** All information provided to Platform, including Application descriptions, functionality representations, and Developer account information, is true, accurate, complete, and current;

**(g) Content Rights:** Developer owns or has obtained all necessary rights, licenses, and permissions for all Developer Content and has the right to grant the licenses set forth in this Agreement;

**(h) Privacy Compliance:** Developer has implemented appropriate privacy policies and practices that comply with applicable data protection laws and accurately describe data collection and use practices;

**(i) Security Measures:** Developer has implemented reasonable security measures appropriate for the type and sensitivity of data processed by the Developer Application; and

**(j) No Conflicts:** The execution and performance of this Agreement do not conflict with any other agreement, obligation, or duty binding upon Developer.

**ARTICLE 4. PLATFORM RIGHTS AND RESPONSIBILITIES**

**4.1 Platform Services**

Platform shall:

**(a) Availability:** Use commercially reasonable efforts to maintain the availability and functionality of the Platform Services, provided that Platform makes no guarantee of uninterrupted, error-free, or continuously available service;

**(b) Technical Support:** Provide reasonable technical support for the API and Platform Services, including documentation, developer resources, and assistance with integration and technical issues;

**(c) Infrastructure:** Maintain appropriate infrastructure, servers, and technical systems necessary for the operation of Platform Services;

**(d) Security:** Implement reasonable security measures to protect the Platform Services, User Data, and Developer Applications from unauthorized access and security threats;

**(e) Analytics and Reporting:** Provide developers with analytics, performance metrics, and usage reporting related to their Applications;

**(f) Notice of Changes:** Provide reasonable advance notice of material changes to the Platform Services, API, or Platform Policies that would significantly affect the functionality of Developer Applications; and

**(g) Legal Compliance:** Comply with applicable laws and regulations governing Platform operations and services.

**4.2 Content Review and Moderation**

Platform reserves the right, in its sole discretion, to:

**(a) Application Review:** Review, test, and evaluate Developer Applications before initial publication and after updates for compliance with this Agreement, Platform Policies, and applicable laws;

**(b) Content Moderation:** Review, moderate, and take action regarding Developer Content and User-Generated Content that may violate Platform Policies or applicable laws;

**(c) Temporary Suspension:** Temporarily suspend or remove the Developer Application from the Platform upon notice if Platform reasonably believes that immediate action is necessary to prevent harm to Users, Platform, other developers, or third parties;

**(d) Permanent Removal:** Permanently remove the Developer Application from the Platform for material breach of this Agreement, repeated policy violations, or legal requirements;

**(e) Investigation:** Investigate complaints, reports, or potential violations of this Agreement or Platform Policies and take appropriate remedial action;

**(f) Policy Enforcement:** Enforce Platform Policies through warnings, restrictions, suspensions, or other appropriate measures;

**(g) Legal Compliance Actions:** Take any action required or requested by applicable Laws, regulatory authorities, or valid legal process; and

**(h) Platform Curation:** Feature, promote, categorize, and organize Developer Applications within the Platform according to Platform's editorial and business judgment.

**4.3 Platform Policy Updates**

Platform may:

**(a) Policy Modifications:** Modify, update, or supplement Platform Policies from time to time upon reasonable notice to developers;

**(b) Emergency Changes:** Implement immediate policy changes when necessary for legal compliance, security, or safety reasons; and

**(c) Communication:** Communicate policy changes through developer notifications, Platform announcements, or updates to Platform documentation.

**4.4 No Endorsement or Warranties**

**(a)** Platform's distribution, promotion, or featuring of the Developer Application does not constitute Platform's endorsement, approval, or recommendation of Developer or the Developer Application;

**(b)** Platform makes no warranties regarding the Developer Application's quality, functionality, performance, or success; and

**(c)** Platform is not responsible for Developer Application content, User interactions, or third-party integrations.

**ARTICLE 5. DATA PROTECTION AND PRIVACY**

**5.1 Data Processing Roles and Responsibilities**

The Parties acknowledge and agree that:

**(a) Platform Data Controller Role:** With respect to Platform user account data, authentication information, Platform usage analytics, Platform acts as the data controller and is responsible for compliance with applicable data protection laws;

**(b) Developer Data Controller Role:** With respect to User Data collected directly through the Developer Application's specific functionality, features, and services, Developer acts as an independent data controller and is solely responsible for compliance with applicable data protection laws;

**(c) Joint Controller Responsibilities:** For certain limited data processing activities, including user authentication, Platform-Application integration, and shared analytics, the Parties may act as joint controllers and shall coordinate their compliance obligations accordingly; and

**(d) Data Processor Relationships:** When Platform processes User Data on behalf of Developer for hosting, storage, or technical services, Platform acts as a data processor under Developer's instructions.

**5.2 Data Protection Legal Compliance**

Each Party shall:

**(a) Legal Compliance:** Comply with all applicable data protection Laws, including without limitation the General Data Protection Regulation (EU) 2016/679 ("GDPR"), California Consumer Privacy Act ("CCPA"), and other applicable privacy and data protection regulations;

**(b) Lawful Basis:** Establish and maintain a lawful basis for all Personal Data processing activities under applicable laws;

**(c) Data Subject Rights:** Implement procedures to respond to data subject requests, including rights of access, rectification, erasure, portability, restriction, and objection, within the timeframes required by applicable Laws;

**(d) Privacy Policies:** Maintain clear, comprehensive, and accessible privacy policies that accurately describe data collection, use, sharing, and retention practices;

**(e) Data Minimization:** Collect, process, and retain only Personal Data that is necessary for legitimate, specified purposes and limit processing to what is proportionate and relevant;

**(f) Security Measures:** Implement appropriate technical and organizational measures to protect Personal Data against unauthorized access, disclosure, alteration, and destruction, considering the nature and risks of processing;

**(g) Breach Notification:** Establish incident response procedures and notify the other Party and relevant authorities of any Personal Data breaches that may affect the other Party's obligations or User rights;

**(h) Data Transfers:** Ensure that any international transfers of Personal Data comply with applicable Laws, including implementing appropriate safeguards such as adequacy decisions, standard contractual clauses, or binding corporate rules;

**(i) Data Protection Impact Assessments:** Conduct data protection impact assessments when required by applicable laws, particularly for high-risk processing activities;

**(j) Records of Processing:** Maintain records of data processing activities as required by applicable laws; and

**(k) Training and Awareness:** Ensure that personnel involved in Personal Data processing receive appropriate training and are aware of data protection obligations.

**5.3 Developer Data Handling Requirements**

Developer shall:

**(a) Purpose Limitation:** Use User Data only for the legitimate operation and improvement of the Developer Application and shall not use User Data for any other purpose without explicit user consent;

**(b) User Consent:** Obtain valid, informed, and specific consent from Users for data collection and processing activities where required by applicable laws;

**(c) Data Retention:** Implement appropriate data retention policies and delete or anonymize Personal Data when no longer necessary for the original processing purpose;

**(d) Third-Party Sharing:** Not share, sell, or transfer User Data to third parties except as necessary for Application functionality, as disclosed in privacy policies, or as required by law;

**(e) Children's Privacy:** Implement additional protections for children's data and comply with applicable laws governing the collection and processing of information from minors; and

**(f) Data Protection Officer:** Appoint a data protection officer where required by applicable laws.

**5.4 Platform Data Support**

Platform shall:

**(a) Data Processing Assistance:** Provide reasonable assistance to Developer in fulfilling data protection obligations, including responding to data subject requests that involve Platform-controlled data;

**(b) Technical Safeguards:** Implement appropriate technical safeguards for Platform-controlled data and Platform Services;

**(c) Data Portability:** Provide mechanisms for Users to export their data in a structured, commonly used format where technically feasible; and

**(d) Cooperation:** Cooperate with Developer in addressing data protection compliance issues and regulatory inquiries.

**ARTICLE 6. FINANCIAL TERMS**

**6.1 No Platform Fees**

**Platform does not charge Developer any fees for access to or use of the Platform Services. Developer retains 100% of all revenues generated from the Developer Application.**

**6.2 Payment Processing Independence**

**(a) Developer Responsibility:** Developer is solely responsible for all payment processing related to the Developer Application, including but not limited to processing In-App Purchases, subscriptions, and other monetization;

**(b) Payment Integration:** Developer may integrate with Platform's payment system APIs for convenience, but Platform does not take any revenue share from such transactions;

**(c) Third-Party Payment Systems:** Developer may use any third-party payment processing services and systems in compliance with applicable laws and Platform Policies;

**(d) Transaction Management:** Developer handles all aspects of financial transactions including pricing, billing, refunds, chargebacks, and customer payment disputes;

**(e) Revenue Collection:** All revenue from Developer Application monetization flows directly to Developer; and

**(f) Financial Reporting:** If Developer uses Platform payment APIs, Platform may provide transaction reporting and analytics for Developer's convenience, but retains no revenue share.

**6.3 Developer Monetization Options**

Developer may monetize Applications through:

**(a) In-App Purchases:** Virtual goods, premium features, content unlocks, and other digital items sold directly to Users;

**(b) Subscriptions:** Recurring access to premium features, content, or services with various subscription periods;

**(c) Advertising Revenue:** Display of third-party advertisements within the Application, with all advertising revenue retained by Developer;

**(d) Freemium Models:** Basic Application functionality provided free with premium features available for purchase;

**(e) Affiliate Programs:** Commissions from third-party services and products promoted through the Application;

**(f) Sponsored Content:** Paid promotional content and partnerships, subject to disclosure requirements and Platform policies;

**(g) Direct Sales:** Direct sales of products or services through the Application; and

**(h) Other Revenue Streams:** Additional monetization methods in compliance with Platform Policies and applicable laws.

**6.4 Developer Financial Responsibilities**

Developer is solely responsible for:

**(a) Payment Processing:** Implementing and managing all payment processing systems, including compliance with payment card industry (PCI) standards and anti-money laundering (AML) requirements;

**(b) Tax Compliance:** All tax obligations related to Developer's business operations and revenue, including sales tax, VAT, income tax, and other applicable taxes;

**(c) Business Registration:** Obtaining necessary business licenses, permits, and registrations required in Developer's jurisdiction;

**(d) Financial Record Keeping:** Maintaining accurate financial records and documentation for tax, business, and regulatory purposes;

**(e) Customer Support:** Providing customer support for paid features, handling refund requests, and resolving payment-related disputes;

**(f) Pricing Strategy:** Setting appropriate pricing for all monetization features within legal and Platform policy requirements;

**(g) Regulatory Compliance:** Ensuring compliance with financial services regulations, consumer protection laws, and other applicable regulations; and

**(h) Risk Management:** Managing financial risks including fraud prevention, chargeback handling, and payment security.

**6.5 Platform Support and Services**

**(a) No Service Fees:** Platform provides all basic services including hosting, API access, analytics, and developer tools at no cost to Developer;

**(b) Optional Premium Services:** Platform may offer optional premium developer services such as enhanced analytics, priority support, or promotional opportunities for separate fees as mutually agreed;

**(c) Payment API Access:** Platform may provide payment processing APIs for Developer convenience, but does not require their use or retain any transaction fees;

**(d) Technical Infrastructure:** Platform provides technical infrastructure and services necessary for Application operation at no cost; and

**(e) Analytics and Reporting:** Platform provides usage analytics, performance metrics, and technical reporting tools at no cost to help Developer optimize Application performance.

**ARTICLE 7. INTELLECTUAL PROPERTY RIGHTS**

**7.1 Developer Intellectual Property**

**(a) Developer Ownership:** Developer retains all right, title, and interest in and to the Developer Application, Developer Content, and all Intellectual Property Rights therein, including but not limited to source code, algorithms, user interfaces, graphics, audio content, and proprietary methodologies;

**(b) Developer Trademarks:** Developer retains all rights to Developer's trademarks, service marks, trade names, logos, and other brand identifiers;

**(c) Derivative Works:** Developer owns any derivative works, modifications, or improvements made to the Developer Application; and

**(d) Third-Party Components:** Developer shall ensure that any third-party components, libraries, or content used in the Developer Application are properly licensed and do not infringe third-party rights.

**7.2 Platform Intellectual Property**

**(a) Platform Ownership:** Platform retains all right, title, and interest in and to the Platform Services, API, infrastructure, algorithms, Platform branding, and all Intellectual Property Rights therein;

**(b) Platform Trademarks:** Platform retains all rights to Platform trademarks, service marks, trade names, logos, and brand identifiers;

**(c) Platform Technology:** Platform owns all proprietary technology, tools, and systems used to provide Platform Services;

**(d) Platform Data:** Platform owns aggregated, anonymized usage data and analytics derived from Platform operations, provided such data does not identify specific Users or Developer confidential information; and

**(e) Platform Improvements:** Platform owns any improvements, modifications, or derivative works made to Platform Services, regardless of whether suggested by Developer feedback.

**7.3 User-Generated Content and User Data**

**(a) User Ownership:** Users retain ownership of User-Generated Content and Personal Data they provide through Developer Applications and Platform Services;

**(b) License Grant:** Users grant Developer and Platform necessary licenses to process, store, and display User-Generated Content as required for Application and Platform functionality;

**(c) Content Responsibility:** Developer is responsible for implementing appropriate terms of use governing User-Generated Content within Developer Applications; and

**(d) Content Moderation:** Both Platform and Developer may remove User-Generated Content that violates applicable policies or laws.

**7.4 Feedback and Suggestions**

**(a) Developer Feedback:** Any feedback, suggestions, ideas, or improvements provided by Developer to Platform regarding Platform Services may be freely used by Platform without compensation or attribution;

**(b) Platform Feedback:** Any feedback, suggestions, or recommendations provided by Platform to Developer regarding Developer Applications may be freely used by Developer; and

**(c) No Obligation:** Neither Party has any obligation to implement suggestions or feedback provided by the other Party.

**ARTICLE 8. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

**8.1 Disclaimers**

**THE PLATFORM SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND.** To the maximum extent permitted by law, Platform disclaims all warranties, whether express, implied, statutory, or otherwise, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement, reliability, availability, accuracy, and completeness.

Platform does not warrant that: **(a)** Platform Services will be uninterrupted, timely, secure, or error-free; **(b)** Platform Services will meet Developer's requirements or expectations; **(c)** Any information obtained through Platform Services will be accurate or reliable; **(d)** Defects in Platform Services will be corrected; or **(e)** Platform Services will be compatible with all hardware and software configurations.

**8.2 Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PLATFORM BE LIABLE FOR ANY:**

**(a) Indirect Damages:** Indirect, incidental, special, consequential, exemplary, or punitive damages, regardless of the legal theory upon which such claim is based;

**(b) Business Losses:** Loss of profits, revenue, business opportunities, goodwill, reputation, or anticipated savings;

**(c) Data Losses:** Loss, corruption, or theft of data, or costs of substitute services;

**(d) User Claims:** Claims, demands, or lawsuits by Users or third parties related to the Developer Application or its use;

**(e) Third-Party Actions:** Actions, omissions, or content of other developers, Users, or third parties;

**(f) Service Interruptions:** Temporary or permanent interruptions, suspensions, or terminations of Platform Services;

**(g) Security Breaches:** Unauthorized access to or alteration of Developer's transmissions or data; or

**(h) Aggregate Liability:** Platform's total liability under this Agreement, regardless of the form of action, shall not exceed USD $1,000.

**8.3 Basis of Bargain and Essential Purpose**

The disclaimers and limitations set forth in this Article 8 are fundamental elements of the basis of the bargain between the Parties. Platform would not provide Platform Services without these limitations on its liability. These limitations shall apply even if any limited remedy set forth herein fails of its essential purpose.

**8.4 Jurisdictional Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to Developer. In such jurisdictions, Platform's liability is limited to the greatest extent permitted by law.

**ARTICLE 9. INDEMNIFICATION**

**9.1 Developer Indemnification Obligations**

Developer shall defend, indemnify, and hold harmless Platform and its Affiliates, officers, directors, employees, agents, successors, and assigns from and against any and all claims, demands, lawsuits, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

**(a) Breach of Agreement:** Developer's breach of any provision of this Agreement or violation of Platform Policies;

**(b) Developer Application:** The development, distribution, operation, or use of the Developer Application, including any defects, malfunctions, or security vulnerabilities;

**(c) Developer Content:** Any Developer Content, including claims of defamation, privacy invasion, or inappropriate content;

**(d) Legal Violations:** Developer's violation of applicable Laws, regulations, or industry standards;

**(e) Intellectual Property Claims:** Claims that the Developer Application or Developer Content infringes, violates, or misappropriates third-party Intellectual Property Rights;

**(f) Data Handling:** Developer's collection, use, storage, processing, or disclosure of User Data or Personal Data;

**(g) User Interactions:** Any disputes, claims, or issues between Developer and Users of the Developer Application;

**(h) Third-Party Services:** Developer's use of third-party services, APIs, or content in connection with the Developer Application;

**(i) Negligence or Misconduct:** Developer's negligent acts, omissions, or willful misconduct; and

**(j) Representations and Warranties:** Any breach of Developer's representations and warranties set forth in this Agreement.

**9.2 Indemnification Procedures**

The indemnified party shall: **(a) Notice:** Promptly notify the indemnifying party in writing of any claim subject to indemnification; **(b) Control:** Give the indemnifying party sole control of the defense and settlement of the claim, provided that the indemnifying party may not settle any claim without the indemnified party's consent if such settlement would impose obligations on or admit fault by the indemnified party; **(c) Cooperation:** Provide reasonable cooperation and assistance in the defense of the claim; and **(d) Information:** Provide access to relevant information and documentation reasonably requested by the indemnifying party.

**9.3 Indemnification Limitations**

Developer's indemnification obligations shall not apply to the extent that claims arise directly from: **(a)** Platform's material breach of this Agreement; **(b)** Platform's gross negligence or willful misconduct; **(c)** Platform's modification of the Developer Application without Developer's consent; or **(d)** Platform Services' failure to comply with their technical specifications.

**ARTICLE 10. TERM AND TERMINATION**

**10.1 Term**

This Agreement commences on the Effective Date and continues until terminated in accordance with this Article 10 ("**Term**").

**10.2 Termination by Developer**

Developer may terminate this Agreement: **(a) For Convenience:** At any time upon seven (7) days' written notice to Platform; or **(b) For Platform Breach:** Immediately upon written notice if Platform materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

**10.3 Termination by Platform**

Platform may terminate this Agreement:

**(a) For Convenience:** At any time upon thirty (30) days' written notice to Developer;

**(b) For Cause:** Immediately upon notice if Developer:

* Materially breaches this Agreement;
* Violates Platform Policies after receiving warning;
* Engages in fraudulent, illegal, or harmful activities;
* Infringes third-party intellectual property rights; or
* Violates applicable laws or regulations;

**(c) Regulatory Requirements:** Immediately if required by applicable Laws, regulatory authorities, or valid legal process;

**(d) Platform Discontinuation:** Upon sixty (60) days' written notice if Platform discontinues the Platform Services entirely; or

**(e) Insolvency:** Immediately if Developer becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings.

**10.4 Effect of Termination**

Upon termination of this Agreement:

**(a) License Termination:** All rights and licenses granted hereunder shall immediately cease;

**(b) Service Cessation:** Developer shall immediately cease all use of the Platform Services and API;

**(c) Application Removal:** Platform may, but is not obligated to, remove the Developer Application from the Platform;

**(d) Data Retention:** Each Party may retain data as necessary for legal compliance, but shall cease active use of the other Party's confidential information;

**(e) Outstanding Obligations:** All outstanding financial obligations and accrued rights shall survive termination;

**(f) User Transition:** Platform may provide reasonable transition period for Users to access their data; and

**(g) Survival:** Provisions that by their nature should survive termination shall remain in effect.

**10.5 Survival**

The following provisions shall survive termination of this Agreement: Definitions (Article 1), Intellectual Property Rights (Article 7), Disclaimers and Limitations of Liability (Article 8), Indemnification (Article 9), this Section 10.5, and Dispute Resolution (Article 11).

**ARTICLE 11. DISPUTE RESOLUTION**

**11.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the **Republic of Estonia**, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**11.2 Jurisdiction and Venue**

Subject to Section 11.3 below, any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the courts of **Tallinn, Estonia**, and the Parties hereby irrevocably consent to the personal jurisdiction and venue of such courts.

**11.3 Arbitration for Large Claims**

For disputes involving claims exceeding **EUR €50,000** in aggregate, either Party may elect to resolve the dispute through binding arbitration by providing written notice to the other Party. Such arbitration shall be:

**(a) Rules:** Administered by the **ICC International Court of Arbitration** under its Rules of Arbitration then in effect;

**(b) Location:** Conducted in **Tallinn, Estonia**;

**(c) Language:** Conducted in the **English language**;

**(d) Arbitrator:** Decided by a **single arbitrator** selected in accordance with ICC Rules;

**(e) Costs:** Each Party shall bear its own costs and attorneys' fees, with arbitration fees allocated according to ICC Rules; and

**(f) Award:** The arbitrator's award shall be final and binding, and judgment may be entered upon such award in any court of competent jurisdiction.

**11.4 Injunctive Relief**

Notwithstanding any other provision in this Agreement, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its Intellectual Property Rights, confidential information, or to prevent irreparable harm, without prejudice to any other rights or remedies available.

**11.5 Dispute Resolution Process**

Before initiating formal legal proceedings or arbitration, the Parties agree to:

**(a) Direct Negotiation:** Attempt to resolve disputes through good faith direct negotiation for a period of thirty (30) days;

**(b) Escalation:** If direct negotiation fails, escalate the dispute to senior management for resolution attempts for an additional thirty (30) days; and

**(c) Alternative Dispute Resolution:** Consider mediation or other alternative dispute resolution methods before proceeding to litigation or arbitration.

**ARTICLE 12. GENERAL PROVISIONS**

**12.1 Amendment and Modification**

**(a) Agreement Amendment:** This Agreement may be amended only by a written instrument signed by both Parties, except as provided in subsection (b) below.

**(b) Platform Policy Updates:** Platform may modify the Platform Policies upon reasonable notice to developers through Platform communications, developer portal notifications, or other appropriate means. Continued use of Platform Services after such notice constitutes acceptance of updated Platform Policies.

**(c) Material Changes:** Platform shall provide at least thirty (30) days' advance notice for material changes to Platform Policies that significantly affect Developer's rights or obligations.

**12.2 Assignment**

**(a) Developer Assignment:** Developer may not assign, transfer, or delegate this Agreement or any rights or obligations hereunder without the prior written consent of Platform, which consent may be withheld in Platform's sole discretion.

**(b) Platform Assignment:** Platform may assign this Agreement without Developer's consent: (i) to an Affiliate; (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all assets; or (iii) by operation of law.

**(c) Assignment Effect:** Any attempted assignment in violation of this Section shall be null and void.

**12.3 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

**12.4 Waiver**

**(a) No Implied Waiver:** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

**(b) Written Waiver:** No waiver shall be effective unless in writing and signed by the waiving Party.

**(c) Enforcement Rights:** Platform's failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or Platform's right to enforce it in the future.

**12.5 Force Majeure**

Neither Party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, terrorism, war, government actions, epidemics, internet or telecommunications failures, or acts of third parties ("**Force Majeure Event**"). The affected Party shall promptly notify the other Party and use reasonable efforts to resume performance. If a Force Majeure Event continues for more than ninety (90) days, either Party may terminate this Agreement upon written notice.

**12.6 Notices**

**(a) Written Notice:** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when:

* Delivered personally;
* Sent by certified or registered mail, return receipt requested;
* Sent by recognized overnight courier service; or
* Sent by email with confirmation of receipt.

**(b) Address:** Notices shall be sent to the addresses specified in Developer's account information or as otherwise designated by written notice.

**(c) Platform Notice Address:** Marketspace Solutions OU Vesivärava tn 50-301 10152 Tallinn, Estonia Email: info@gemspace.com

**12.7 Entire Agreement**

This Agreement, together with the Platform Policies and any other documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating to the subject matter hereof.

**12.8 Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, including electronic counterparts and facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

**12.9 Relationship of Parties**

The Parties are independent contractors, and this Agreement does not create any partnership, joint venture, agency, employment, or fiduciary relationship between them. Neither Party has authority to bind the other or incur obligations on the other's behalf.

**12.10 Third-Party Beneficiaries**

This Agreement is intended solely for the benefit of the Parties and their permitted successors and assigns, and nothing in this Agreement shall be construed to confer any right or benefit upon any third party.

**12.11 Language**

This Agreement is written in English. Any translation provided is for convenience only, and the English version shall control in case of any conflict or ambiguity.

**12.12 Headings**

The headings and captions used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

**ACCEPTANCE AND EXECUTION**

**How to Accept These Terms**

**By using the GemSpace Developer Platform, you acknowledge that:**

1. **Understanding:** You have read, understood, and agree to be bound by all provisions of this Agreement
2. **Authority:** You have the legal authority to bind yourself (and your organization, if applicable) to these Terms
3. **Compliance:** You agree to comply with all Platform Policies and applicable laws
4. **Updates:** You understand that these Terms may be updated and agree to review changes when notified

**Electronic Agreement**

**This Agreement becomes effective when you:**

* Register for a developer account on the Platform
* Access or use any Platform Services or APIs
* Submit an Application for review or distribution
* Click "I Agree" during the registration process

**No physical signature is required. Electronic acceptance constitutes a binding legal agreement.**