

DEVELOPERS TERMS AND CONDITIONS

28th March 2015

Ozoneplay FZE ('Ozoneplay') operates a competition and/or tournament based mobiles games platform that enables end users who play the games we promote or distribute to win cash prizes. Ozoneplay invites developers who have compatible games that we approve to register and integrate our Software Development Kit (SDK) that enables their games to use our competition and/or tournament platform. Ozoneplay offers developers a net revenue share for the use of their games in cash competitions where the end user has paid a monetary fee to enter into a competition and/or tournament. These terms and conditions govern the contractual agreement between Ozoneplay and the Developer. Please read all the terms and conditions before accepting and entering in to an agreement with us.

1.0 Introduction

Ozoneplay FZE is a company registered on February 9th, 2015 in Creative Tower, PO Box 4422, Fujairah, United Arab Emirates, under company registration number 6405/2015, hereafter referred to as 'Ozoneplay'. These terms and conditions define the relation between Ozoneplay and you, the 'developer' of a game or games, either as an individual or as a company entity.

By accessing the Ozoneplay website ('website') and/or Ozoneplay smartphone applications ('Apps'), and by clicking "I Agree and Accept" at the end of this agreement, you will be creating a developer account that these terms and conditions govern. In doing so you agree to be bound by these terms and are deemed to have accepted and understood all the terms and conditions.

If you disagree with these terms and conditions or any part of these terms and conditions, you must not use the website or Apps and/or create a developer account. You must be at least 18 years of age to enter into an agreement as a developer. By creating a developer account and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

Ozoneplay may modify and change these terms and conditions from time to time to comply with applicable laws and regulations, and regulatory requirements, in addition to any amendments we may deem necessary. The most up-to-date terms and conditions will be available on the Ozoneplay website. If you the developer does not agree to any of the modified changes, or if they are unacceptable to you, you must terminate this agreement. If you continue to use the website and/or apps and/or developer services after the date on which the changes to the terms and conditions come into effect, you will be deemed to have accepted those changes.

Any claim or dispute of whatever nature, hereby known as 'claim', arising out of these terms and conditions MUST be resolved by final and binding arbitration, to the maximum extent permitted under law. Section 11 should therefore be read carefully. You are giving up the right to litigate all disputes in court before a judge or jury.

1.1 Definitions

In addition to the terms defined elsewhere in the Developer Terms & Conditions, and unless the context otherwise requires:

"Developer" refers to any individual or corporate entity that has the legal capacity to register and use our services and is therefore party to these terms and conditions.

"Tournament" or "Competitions" refers to an integrated video gaming platform upon which two or more end users or players compete against each other.

"You" and/or "your" refers to the "developer".

"We", "us" and/or "our" or "Ozoneplay" refers to Ozoneplay FZE (free zone enterprise).

"Effective date" refers to the date and time which the developer first accepts the terms and conditions when registering for an account and any subsequent update or modifications to the terms and conditions that are updated to our website.

"SDK" refers to a software development kit we have produced that is integrated with a developer's game to enable cash competitions. This includes all content thereof, and all updates, enhancements, modifications, updates, upgrades or corrections.

"Services" refers to the Ozoneplay cash competitions or tournaments or our SDK for developers or our support and engagement in any capacity with a developer.

"Game" refers to a mobile application that a developer has produced and is submitted to us for review in accordance with our approval process.

"Platform" refers to an integrated platform enabling a tournament or competition system for Game players to play against each other "For Fun" or "For Cash".

"For Cash" refers to tournament or competitions in which Users pay an entry fee to win cash prizes.

"For Fun" refers to a tournament or competition with no entry fees.

"Program" refers to an agreed partnership level based on the number of monthly users and revenue share.

"Revenue Share" refers to the net income due to a developer less any "Incurred Costs" to be paid in accordance with a developer's program level; which calculated as a percentage based on the number of Unique Cash Users.

"Incurred Costs" refers to in particular, but not limited to, any appropriate taxes, deposit costs and costs of payments, including deposit costs, fraudulent/returned/withheld deposits and direct-to-User promotional expenses, from Unique Cash Users.

"Unique Cash Users" means the number of unique players who play "For Cash" and participate in cash tournaments each calendar month.

"Users" refers to and includes any person playing a game.

"Dispute" refers to any dispute, action, or other controversy between you and us concerning these Terms, the Services or any product, service or information we make available to you, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. ALL DISPUTES ARE GOVERNED BY OUR DISPUTE RESOLUTION

1.2 Eligibility

To register as developer you must be: (i) a natural person who is at least 18 years of age or older, and who is personally assigned to the email address used for your account registration, be it a company or personal email address; (ii) have the power to enter into a contract with Ozoneplay; (iii) at all times abide by these Terms.

If any of these conditions is not met, we reserve the right to suspend or close your account with or without notice.

2.0 Services

2.1 Game deployment

If your game is approved for our platform we will work together to integrate our SDK to enable it for competitions or tournaments. You will provide your time and resource efforts at no cost to us for the integration and testing. Following a successful test process we will list your game on our platform and if necessary on publicly accessible game stores. We may publish the games under our development studio or under your publishing name.

On deployment of a modified game to a live production environment, our platform will manage the communication of all information exchanged with the game application and our platform to facilitate competitions and tournament. We will manage the entry to competitions, ensure payment is received, receive the scores from such competitions or tournaments, manage a leaderboard if required, and distribute prize money to users. We will provide portal access for you to check the status of games you have submitted to us and the frequency of use for competitions. You may use this portal to request payments for any funds we credit in your account that we manage. These funds may not include any costs we have incurred such that any payments you receive may be less than the amount you have requested. We will detail what the incurred costs are in a clear statement of account.

We may, at our sole discretion modify, enhance, update or provide appropriate replacements for our Services or any element thereof at any time, and remove functionalities or features of the Services at any time, and we may suspend or stop providing Services altogether.

We reserve the right to remove a game or games, which, have program bug(s) or have a completion rate of less than 90% of game sessions in any one day, from the platform until the bug(s) have been removed, the game is resubmitted and final re-approval has been given by OzonePlay. By submitting your game, you accept that users of that game will be required to agree to Ozoneplay's Terms & Conditions and Privacy Policy. You agree to allow Ozoneplay to market your game to our potential Users. You must enable geo-location on your game to ensure successful submission. You represent and warrant that your game meets the requirements set out by us. You accept that you will be held legally responsible if the gameplay in your game doesn't permit legal skill gaming. We are not liable for any claims, liabilities, damages, losses, costs and/or expenses arising from any changes you make to a game after it has been submitted that have not been explicitly authorized by us.

2.2 Developer's Obligation

You must provide us with all cooperation, assistance and support necessary for the due and proper provision of the Services and to provide us with all necessary materials and documentation for the provision of the Services. Games submitted for "For Cash" play must have no in-game upgrades and/or differences in the game or game level for players competing in the same tournament or competition. You must make the same version of a submitted Game available to all users competing in the same tournament.

In-game advertising is not permitted in Games submitted for "For Cash" tournament play. Games submitted for competitions or tournaments must contain continuous gameplay from start to finish. No in-game interruptions are permitted. Except in cases where we have granted you a waiver to this requirement.

You agree to provide full, accurate and timely information regarding your requirements for our Services. We will provide timely customer support for users playing in "For Cash" tournaments, including direct contact to a 24-hour customer support service. You agree to use the Services at your sole discretion and risk.

You represent and warrant that you own or have all the necessary rights to the Game you are submitting to our platform, and its content and components in order to allow both parties to perform this Agreement. You represent and warrant that the Game and content shall not contain, or contain links to, content which is unlawful, libelous, defamatory, or contrary to public policy.

You are responsible for determining whether or not the Game you are submitting to our platform is legal in countries and state around the world. Despite our best efforts, we can in no way guarantee the status of laws nor the interpretation of those laws will not change and negatively affect our Service. We reserve the right to modify, suspend, terminate and/or interrupt the Services if necessary in any and/or all countries or states without prior notice. At the time these terms and conditions were produced territories where participation in "For Cash" tournaments is prohibited (or where we believe it is illegal) included Belgium, The Cayman Islands, Denmark, India, Iran, Iraq, Israel, Italy, North Korea, Poland, Saudi Arabia, Turkey, Tasmania and the Vatican City; the US states of Arizona, District of Columbia, Florida, Illinois, Kansas, Kentucky, Louisiana, Maryland, North Dakota, and Vermont.

2.3 SDK Licence

During the term of the agreement, we grant you a limited, non-exclusive and non-transferable license to install, run and copy the SDK solely for the limited purpose of modifying the game that will allow us to provide Services. This license does not include the

right to reproduce the SDK, the Ozoneplay platform or Services, or to sublicense, resell, or distribute the foregoing. You shall not allow any third party to access the Services and you shall not allow any third party to (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, user interface techniques or algorithms, file formats or programming or interoperability interfaces of the Services, the SDK or any portion thereof, (ii) remove any product identification, copyright or other notices, or (iii) modify the Services or the SDK or incorporate the Services or SDK into or with other software or services or make derivative works thereof, or (iv) take any action that would cause the Monetization Services or the SDK to be placed in the public domain. All rights not expressly granted to you herein are expressly reserved by Ozoneplay, and nothing in this Agreement will be deemed to grant, by implication or estoppel, a license under any of Ozoneplay's or its licensor's existing or future rights in or to the SDK, platform or competition data.

2.4 Exclusive Agreement

You will grant us exclusive use and access to your game(s) for a period of one year from the Effective Date, even if such an anniversary occurs after termination of this agreement or ninety days after termination or expiry of this agreement. You may not enter into an agreement with any third party that provides similar services nor may you offer any in-game competition features or functionality similar to the Services on our platform.

2.5 Suspend Account

We may suspend or terminate provision of our Services or part thereof at any time in our sole discretion upon notice to you. You may display advertisements during a game that do not include real money entry fee. All our cash competitions and tournaments and advertisement free. We do not allow advertisements when users have a paid a cash fee to enter a competition. We may immediately suspend Services or part thereof in the event that you display any content that promotes or references a third party product or service or any hyperlinked content (collectively, "Advertisements") preceding, immediately following, or during any tournament or competition.

2.6 Cash Tournament or Competition Evaluation

Competitions will be governed by the Terms and Conditions valid at the time the tournament was initiated. You agree to provide us with the reason for any tournament ending prematurely whether the premature termination of the tournament was caused by a bug; a network failure and/or dropout; or due to user disconnection. We have the final say on why a tournament ends prematurely. If a tournament ends prematurely because of a bug, the tournament will be cancelled. If a tournament ends prematurely as a result of a User disconnecting prematurely, that User will be declared to have lost. If a tournament ends prematurely due to an error on your part (for example a bug), the money will be refunded to the User's account from your part of the Revenue Share in that given month.

3.0 Partner Programs

3.1 Developer Partner Programs

We operate a tiered Developer Partner Program (DPP) based on the number of unique cash paying users each month who use your game, integrated with our SDK, and approved for cash competitions. You will be entitled to receive a percentage share of the net revenue as outlined below:

<u>Program status</u>	<u>Unique Cash Paying users/month</u>	<u>Net Revenue share</u>
Silver	0-20000	30%
Gold	20001 – 49999	40%
Platinum	50000+	50%

At the end of each calendar month, we will calculate which program category your game is applicable to and make the necessary revenue calculations for you. For example your revenue share 70000 unique cash paying users in the preceding month will be calculated as follows:

30% of net revenue for 0-20000 users per month

40% of net revenue for 20001 to 49999 users per month

50% of net revenue for 50000 to 70000 users per month

3.2 Payments

We shall pay you the Net Revenue as a monthly revenue share ("Revenue Share"), where "Net Revenue" means all amounts received by Us from Users participating in competitions or tournaments, less deductions for taxes and for all costs and expenses directly attributable to competitions and Users within the Game, and for any amounts owed to Affiliates. If the foregoing deductions exceed the corresponding Net Revenue in any given month, then we will treat such loss as a cost, and will deduct this cost from subsequent Revenue Share payments.

We will make your Revenue Share available to you thirty (30) calendar days from the end of the month in which the Revenue Share was earned. We will not process a payment request until your account balance reaches one hundred and fifty (\$150) USD, and you agree to cover the cost of any processing fees. Revenue share payments payable to you are exclusive of any taxes which may be deducted where applicable. Revenue Share that does not exceed one hundred and fifty dollars (\$150) in any given calendar month, we will accrue and hold such Revenue Share until the aggregate Revenue Share held exceeds one hundred and fifty dollars (\$150), at which time we will pay you such Revenue Share in the following calendar month.

You are solely responsible for any applicable taxes on your Ozoneplay earnings.

3.3 Proof of Identity

We may require a copy of your government issued identity document such as an ID card or passport alongside a utility bill as proof of your credentials. We reserve the right to carry out enhanced due diligence on any developer who poses an additional risk and to report their transactions to the appropriate authorities.

4.0 Term

This agreement has an initial term of one year from the Effective Date, and will automatically renew for a period of six months thereafter, subject to the termination clause 25.0.

5.0 User Data and Privacy

We may suspend or terminate any User's access to a tournaments or competitions at our sole discretion. We may collect and store personally identifiable information from Users in providing Services. If required we will comply with all applicable laws and in accordance with our Privacy Policy available on our website or smartphone apps. We may collect anonymous aggregated and/or statistical data reflecting you and the users' use of our Services and may use such data for tracking, reporting and other activities in connection with our business. We will not (i) sell personally identifiable user data to any third party, nor (ii) aggregate or present user data that would permit a third party to identify any individual's personal information.

6.0 Restricted access

Access to certain areas of the website and/or smartphone Apps is restricted. Ozoneplay reserves the right to restrict access to areas of the website and/or associated smartphone Apps, or indeed the entire website and/or Applications, at Ozoneplay's discretion. If Ozoneplay provides you with a user ID and password to enable you to access restricted areas of the website and/or associated smartphone Applications or other content or services, you must ensure that the user ID and password are kept confidential. Ozoneplay may disable your user ID and password at its sole discretion without notice or explanation.

YOU OR ANY THIRD PARTIES YOU MAY WORK WITH WHO ARE INVOLVED, EVEN IN THE SMALLEST CAPACITY, IN THE PRODUCTION OF YOUR GAME AND ANY SUBSEQUENT INTEGRATION OF OUR SDK CANNOT TAKE PART IN CASH COMPETITIONS AND TOURNAMENTS THAT WE OPERATE.

7.0 Ownership

The entire website content, our smartphone application software and/or services, and all our products and/or services, and all Ozoneplay logos, or "look and feel", including digital assets, and all derivative works or modifications of any of the foregoing, and all related and underlying intellectual property (including without limitation patents, trademarks, trade secrets and copyrights), are our sole and exclusive property. We reserve all rights not expressly granted herein. Except as expressly set forth herein; no right or license is granted hereunder, express or implied, to any intellectual property rights and your use of our website and/or smartphone applications software does not convey or imply the right to use our services or software in combination with any other information or products and/or services.

8.0 Developer content

In these terms and conditions, "your content" means material (including without limitation games, text, images, audio material, video material and audio-visual material) that you submit to us for the purpose of approval and integration of our SDK, for whatever purpose. You grant to Ozoneplay a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your content in any existing or future media. You also grant to Ozoneplay the right to sub-license these rights, and the right to bring an action for infringement of these rights. Your content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Ozoneplay or a third party (in each case under any applicable law). You must not submit any content to us that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Ozoneplay reserves the right to edit or remove any material submitted to us, or stored on our servers, or hosted or published upon the website and/or associated smartphone applications. Notwithstanding Ozoneplay's rights under these terms and conditions in relation to your content, Ozoneplay does not undertake to monitor the submission of such content to, or the publication of such content on, the website and/or associated smartphone applications.

9.0 Fraud

Any activity you conduct, maliciously or not, in our opinion that adversely affects the standard operation of our website and/or associated smartphone applications or services is strictly prohibited. If you undertake actions that adversely impact the fair competitions we aim to operate as part of our services, your account will be suspended and all the data we hold in relation to your fraudulent activity may be handed over to the relevant authorities for prosecution.

Your account will be blocked and all the funds in your account will be frozen as we reserve the right to report any money laundering or illegal activity. We may take legal action against you and/or your co-conspirators at our discretion, including criminal proceedings, including without limitation recovering all of our fees and expenses (including reasonable legal fees) in connection with such efforts.

10.0 Unauthorized Access.

Any attempt to gain unauthorized access to our systems or any other user's account or deliberately damage or undermine the services we offer will be subject to civil and/or criminal prosecution. We will immediately terminate your account and you will forfeit the funds in your account. You acknowledge that we are not responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of our services or your account.

11.0 Dispute resolution and arbitration

11.1 Developer and a User

We will endeavor to resolve user disputes regarding participation in competitions. In the event of a dispute between you and a user, and apart from our Services, there is under no obligation for us to become involved. In such instances you will manage such dispute or disagreement directly. You will not make any claims against us with respect to your user interactions.

11.2 Developer and Ozoneplay

Matters of dispute should be referred to us no later than seven days after the incident relating to the relevant dispute. If any dispute arises between you and us in relation to these terms and conditions it shall first be referred to our Ozoneplay dedicated manager and your contract manager (or similar). If it cannot be resolved to the satisfaction of both parties within 10 Working Days of such referral it shall be referred in writing to the CEOs/managing directors of each party for resolution. If the parties are unable to resolve any dispute under or in relation to these terms and conditions within 10 Working Days of its referral to the CEOs/managing directors then such dispute shall be referred to and finally resolved by arbitration in accordance with the rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales.

12.0 No warranties

The services, competitions, associated data is provided "as is" without any representations or warranties, express or implied. We make no representations or warranties in relation to our products, services or the information and materials provided.

Without prejudice to the generality of the foregoing paragraph, Ozoneplay does not warrant that:

- the Ozoneplay website and/or associated smartphone applications will be constantly available, or available at all; or
- the information on the website and/or associated smartphone applications is complete, true, accurate or non-misleading.

Nothing on the website and/or associated smartphone applications constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

13.0 Limitations of liability

Ozoneplay will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with this agreement:

- to the extent that the developer account registration is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Ozoneplay has been expressly advised of the potential loss.

14.0 Exceptions

Nothing in this disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in the disclaimer will exclude or limit Ozoneplay's liability in respect of any:

- death or personal injury caused by Ozoneplay's negligence;
- fraud or fraudulent misrepresentation on the part of Ozoneplay; or
- matter which it would be illegal or unlawful for Ozoneplay to exclude or limit, or to attempt or purport to exclude or limit, its liability.

15.0 Reasonableness

By registering for a developer account and agreeing to these terms and conditions, you agree that the exclusions and limitations of liability set out are reasonable.

If you do not think they are reasonable, you must not create a developer account.

16.0 Other parties

You accept that, as a limited liability entity, Ozoneplay has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Ozoneplay's officers or employees.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out will protect Ozoneplay's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Ozoneplay FZE.

17.0 Publicity

We reserve the right to publicize and promote our relationship in any of our marketing, promotional activities, including press releases. You agree your name or your company's name being included on our website and related social media sites.

18.0 Copyright infringement

We respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please send us an email at <mailto:legal@ozoneplay.com>

19.0 Confidentiality

Confidential information in this Agreement refers to all confidential or proprietary information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") hereunder, including information which is orally or visually disclosed to the Receiving Party. The Receiving Party shall: (a) not use any of the Disclosing Party's Confidential Information for any purpose except in

performance of its rights and obligations hereunder; (b) disclose the Disclosing Party's Confidential Information only to its employees or contractors who need to know such information in order to carry out obligations hereunder, and certifies that such individuals have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Section; and (c) treat all of the Disclosing Party's Confidential Information with the same degree of care as it accords its own Confidential Information of a similar nature, but in no case less than reasonable care. The foregoing obligations shall continue for a period of five (5) years following termination of this Agreement. The Receiving Party shall have no obligation with respect to information of the Disclosing Party which (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party as evidenced by the Receiving Party's contemporaneous written records; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement or wrongful act by the Receiving Party; or (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by a valid order of a court or government agency having jurisdiction, provided that the Receiving Party provides prior written notice to the Disclosing Party of such obligation and the opportunity to oppose such disclosure. Upon written demand of the Disclosing Party, the Receiving Party shall cease using the Disclosing Party's Confidential Information and return the Confidential Information and all copies, notes or extracts thereof in the Receiving Party's possession to the Disclosing Party within ten (10) days of receipt of notice.

20.0 Unenforceable provisions

If any provision of this agreement are found to be unenforceable under applicable law, that will not affect the enforceability of the other provisions of this agreement.

21.0 Indemnity

You hereby indemnify Ozoneplay and undertake to keep Ozoneplay indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Ozoneplay to a third party in settlement of a claim or dispute on the advice of Ozoneplay legal advisers) incurred or suffered by Ozoneplay arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

22.0 Breaches of these terms and conditions

Without prejudice to Ozoneplay's other rights under these terms and conditions, if you breach these terms and conditions in any way, Ozoneplay may take such action as Ozoneplay deems appropriate to deal with the breach, including suspending your access to the website and/or associated smartphone applications, prohibiting you from accessing the website and/or associated smartphone applications, blocking computers using your IP address from accessing the website and/or associated smartphone applications, contacting your internet service provider to request that they block your access to the website and/or associated smartphone applications and/or bringing court proceedings against you.

23.0 Assignment

Ozoneplay may transfer, sub-contract or otherwise deal with Ozoneplay's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

24.0 Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

25.0 Termination

Either party must provide sixty days (60) days written notice of its intent to terminate the Agreement prior to the expiration of the Initial Term or Renewal Term. This Agreement may be terminated by us at any time upon thirty (30) days written notice to you. This Agreement may be terminated by us if you materially breach any provision hereof and does not cure such breach within thirty (30) days of receipt of notice describing such a breach. Termination of this Agreement by us shall automatically terminate all licenses granted in this Agreement. Upon termination of this Agreement, you will return or destroy all materials regarding the Services and competition Platform in your possession or control, including deleting all references to Ozoneplay on your website and marketing materials.

26.0 Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

27.0 Law and jurisdiction

The laws of England and Wales govern these terms and conditions. By accessing the Ozoneplay website and/or associated smartphone applications, and using our services/buying our products, you consent to these terms and conditions and to the

exclusive jurisdiction of the English courts in all disputes arising out of such access. Failure of Ozoneplay to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

28.0 Miscellaneous

Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties and neither Ozoneplay nor you shall hold itself out as the agent of the other, except as set forth in this Agreement. Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable mail service. Notices to Ozoneplay shall be sent to our company address set forth in section 1.0 Introduction. Any notices we send to you shall be sent to the name and physical address provided on the account page of your profile or, if no physical address is submitted, then to the email address provided on during registration. Any amendment or other modification of any provision of this Agreement shall be effective only if in writing and signed by the parties.

You can address any questions in relation to this agreement by sending an email to legal@ozoneplay.com