

VK Play Developer Dashboard Terms of Use

Last updated: Sept. 14, 2022

These Terms of Use (“**Dashboard Agreement**” or “**Terms**”) are a Company’s proposal to Developer to enter into a legally binding agreement about terms of use of developer dashboard locator at <https://developers.vkplay.ru> on the terms provided in the version of Dashboard Agreement that is provided at [this link](#) as of the date this Dashboard Agreement is shown during the registration of Developer Dashboard.

“**Company**” or “**We**” means VK Play, LLC, registration number 1227700369500.

Registered at the address: room XIII/1A, 39 building 79, Leningradsky pr-kt, Moscow, Russia, 125167.

The offer to conclude the Dashboard Agreement is valid as long as the Developer is given the technical opportunity to accept the Dashboard Agreement when registering the Developer Dashboard.

The Company's offer is considered accepted at the moment when the Developer puts a tick next to the phrase: "I accept the terms of [VK Play Developer Dashboard Terms of Use](#)" or a similar phrase or otherwise expressly accepts the terms of the Dashboard Agreement.

The Dashboard Agreement must be considered in conjunction with the VK Play User Agreement and the VK Play Privacy Policy. In the event of any conflict between the Dashboard Agreement and the documents listed above, this Dashboard Agreement shall prevail. In the event that the Dashboard Agreement refers to terms that are not defined in the Dashboard Agreement, the definitions of the terms used in the documents listed above should be followed.

After accepting the Dashboard Agreement, the Developer may offer the Company to place on the Platform the Games specified by the Developer in the Developer Dashboard under the terms of the Developer Agreement provided by the Company or another person specified in such agreement (the "Developer Agreement").

The Company may either accept the Developer’s offer until the Developer deletes the Developer Dashboard, or refuse to publish the Games without giving a reason. In the event that the Company accepts the Developer's offer to publish the Games, the Company may, but is not required to, notify the Developer by email at the time the Games are published on the Platform.

1. GENERAL TERMS

You are entitled to accept or agree to these Terms exclusively on behalf of a company, organisation, or other legal entity or individual entrepreneur (hereinafter referred to as a “**Legal Entity**”) or on behalf of yourself (hereinafter referred to as an “**Individual Developer**”), and you hereby represent and warrant that you have the authority to bind that Legal Entity to the Developer Agreement and, in such event, “you” and “your” will refer and apply to that Legal Entity or yourself as an Individual Developer.

These Terms of Use (hereinafter referred to as the “**Terms**”) govern your use of the Developer’s Account.

The Developer’s Account shall mean a part of the Platform, accessible at the address <https://developers.vkplay.ru>, providing you with the opportunity to enter into Developer Agreement with Company. Company can also provide you with an opportunity to use different additional services of the Platform subject to separate agreements entered into between you and Company on the Platform via your Developer Dashboard.

2. REGISTRATION AND VERIFICATION

In order to use the Developer Dashboard, you must be a registered user of the Platform in accordance with the Platform’s Terms of Use, located at <https://documentation.vkplay.ru>.

To create a Developer Dashboard, you will be required to provide certain information and/or documents to verify your information as an Individual Developer or to verify your connection with a Legal Entity you intend to represent on the Platform, including, without limitation, the following:

- full name of a Legal Entity;
- registered address of a Legal Entity;
- VAT number of a Legal Entity;
- the power of attorney or any similar document confirming your authority to act on behalf of a Legal Entity on the Platform;
- name and surname of a contact person;
- telephone number of a Legal Entity;
- scanned copy of an extract from a trade register of the Legal Entity’s country of residence;
- scanned copy of the tax resident’s certificate;
- any other information and documents requested by Company on the Platform.

You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. Company reserves the right to suspend or cancel your Developer Dashboard, if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete. You are responsible for safeguarding your

password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your account, whether or not you have authorised such activities or actions. You will immediately notify Company of any unauthorised use of your Developer Dashboard.

Any fields shall be filled in with letters of the English alphabet. Documents and any information shall be provided in English. In the case of translation of any document into English, such translations shall be notarised.

You may cancel your Developer Dashboard at any time by sending an e-mail to integration@vk.team. If you cancel your Developer Dashboard, this does not relieve you of the liabilities arising out of Developer Agreement or other agreements concluded in Developer Dashboard.

Please be aware that the provision of certain functionality of the Developer Dashboard might be accessible by you only after verification of the information that you have provided under this Section hereof. Within the verification procedure, we may request you to provide additional information or to specify/update the information that has been already provided.

3. API AND TESTING

You shall connect the API provided by Company to your game and provide Company access to such game for testing purposes. For this purpose, Company grants you a limited, non-exclusive, royalty-free License to use the API by any means required to connect the API to the game. You hereby grant Company the right to access the game for testing purposes, as provided herein.

4. CONFIDENTIALITY

Company is obliged to keep and store any information provided by you in accordance with Section 2 of the present Terms as well as other information received in the framework of conclusion and execution of the Developer Agreement or other agreements in confidence and shall not disclose to any third parties, except to Company's affiliates and subsidiaries and other entities participating in operation of the Platform, and except as may be required by applicable law. Any information provided by you in accordance with Section 2 hereof is used by Company only for the purpose of verification of your Legal Entity or your status as an Individual Developer and for the purpose of execution and performance of these Terms, Developer Agreement and other agreements concluded with you.

We employ a variety of measures to safeguard the storage of information We collect in accordance with Section 2 hereof. Please note that no system can be guaranteed to be fully secure. Therefore, We cannot guarantee or warrant the security of the information you share with Company and We cannot be responsible for the theft, destruction, loss, or inadvertent disclosure of your information.

Please be aware that we may store your information provided in accordance with Section 2 hereof within one (1) year from the moment of expiration or termination of these Terms and/or cancellation of your Developer Dashboard, if another term is not required by applicable law.

Any information you receive from Company, its affiliates and subsidiaries, and any information that becomes available to you in the framework of your use of the Developer Dashboard, execution and performance of the Developer Agreement and other agreements concluded with Company, its affiliates and subsidiaries, shall be considered confidential. You shall not disclose to any third parties such information as well as any documents made available to you without Company's prior written agreement, except cases when disclosure of such information or documents is necessary in accordance with applicable law. However, you shall notify Company about such necessity prior to such disclosure.

5. DISCLAIMER

THE DEVELOPER DASHBOARD IS PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS, OR CONDITIONS OF ANY KIND. COMPANY DOES NOT WARRANT OR REPRESENT THAT THE DEVELOPER DASHBOARD, OR ANY PART THEREOF, WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER. COMPANY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) INCLUDING: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE (WHETHER OR NOT COMPANY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NON-INFRINGEMENT OR CONDITION OF TITLE.

YOU SHALL BEAR ALL RISKS ASSOCIATED WITH YOUR USE OF THE DEVELOPER DASHBOARD, OR YOUR RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE DEVELOPER DASHBOARD.

6. INDEMNITY

To the maximum extent permitted by law, you agree to defend, indemnify, and hold Company, its affiliates and subsidiaries, its officers, directors, employees and agents, harmless from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your access to or use of the Developer Dashboard; (ii) your game; or (iii) your violation of the Terms, Developer Agreement or any other agreement/License with Company, its affiliates, subsidiaries and third parties..

7. LIMITATION OF LIABILITY

IN NO EVENT WILL COMPANY, ITS AFFILIATES, OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS, GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, OR ABILITY TO EXECUTE), OR FROM THE USE OR INABILITY TO USE THE DEVELOPER DASHBOARD, COMMUNITIES OR WEBSITE CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR AGREEMENTS WITH OTHERS AS A RESULT OF YOUR USE OF THE DEVELOPER DASHBOARD, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8. AMENDMENTS

Company reserves the right to modify the functionality of the Developer Dashboard at any time at its sole discretion. Company may also modify these Terms at any time and without prior notice. If We modify the Terms, we will post the modified version of the Terms on your Developer Dashboard or otherwise provide you with notice of the modification. In the case of substantial changes in the Terms, We also may require you to accept the modified version of the Terms by the same method as has been initially accepted or likewise. In any way, by continuing to access or use the Developer Dashboard after We have provided you with notice of a modification, you indicate that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, you shall stop using the Developer Dashboard.

9. CANCELLATION; TERMINATION

Company will have the right, at its sole discretion, and without prior notice to you, to suspend/cancel/disable your Developer Dashboard and/or terminate the Terms and/or your right or ability to access or use the Developer Dashboard if: (a) you breach these Terms or any Developer Agreement or other agreement concluded with Company or our affiliates or subsidiaries; (b) your use of the Developer Dashboard poses a security risk to, or otherwise adversely impacts, Company services or any third party; (c) your use of the Developer Dashboard subjects Company, our affiliates, or any third party to any liability; (d) your use of the Developer Dashboard may be fraudulent; (e) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or became the subject of any bankruptcy, reorganisation, liquidation, dissolution, or similar proceeding.

In the event of any suspension, disablement, or cancellation of your Developer Dashboard, you acknowledge that: (i) Company will have no further obligation to provide access to the Developer Dashboard to you; (ii) all rights granted to you under the Terms will immediately cease; (iii) your game will no longer be published. Any

suspension, disablement or cancellation will not affect your obligations to Company (including, without limitation, confidentiality, indemnification, and limitation of liability), which, by their sense and context, are intended to survive such suspension, disablement, or termination.

10. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter shall be governed by, and construed and take effect in accordance with the laws of the Russian Federation without regard to or application of conflict of laws, rules, or principles.

In case of disagreement on any issues related to the Terms, the Parties should attempt to resolve them through negotiations.

Any disputes, controversies and claims arising out of and in connection with the Terms shall be resolved in the Moscow Arbitration Court, and the Parties waive any objections regarding the exclusive jurisdiction and competence of the Moscow Arbitration Court.

11. CONTACT INFORMATION AND NOTICES

If case you have any questions about these Terms or about the use of the Developer Dashboard, you may contact Company via the following e-mail: integration@vk.team.

Any communication between the parties hereunder shall be executed via the functionality of the Developer Dashboard and/or via e-mail, if otherwise provided herein. The parties recognize the binding force of the correspondence sent via e-mail addresses and the functionality of the Developer Dashboard and any documents sent by such means (contents of e-mails). The valid e-mail address from your side is the e-mail address that you have provided in accordance with Section 2 hereof. You undertake to inform Company about all the cases of hacking or other unauthorised access to your e-mails, as well as about change of the e-mail address. In the absence of such notice, such you shall bear the risk of any adverse consequences caused by such non-notification. The valid e-mail address of Company is mentioned above.

12. OTHER TERMS

These Terms shall be effective from the moment of acceptance as provided herein and shall be valid until you cease to use you Developer Dashboard and cancel your Developer Dashboard in accordance with the procedure specified in these Terms. The Terms are the complete and exclusive understanding and agreement between Company and you regarding their subject matter, and supersedes all proposals, understandings, or communications between Company and you, oral or written, regarding their subject matter. The English language version of these Terms are legally binding in the case of any inconsistencies between the English version and any

translations. You may not assign or transfer any rights and obligations granted and/or obtained hereunder, by operation of law or otherwise, without the prior written consent of Company. Any attempt by you to do so, without such consent, will be void. Company may, at any time, assign or transfer its rights and obligations hereunder, in whole or in part, at its sole discretion and without restriction. Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns. Except as expressly set forth in the Terms, the exercise by either party of any of its remedies under the Terms will be without prejudice to its other remedies under the Terms or otherwise. The failure by either party to enforce any provision of the Terms will not constitute a waiver of future enforcement of that or any other provision. If any provision of the Developer Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect