Terms and Conditions

The Application Developer which is a natural person of legal age and/or a juristic person which is being registered and incorporated under the law of its country shall have the right to use the service of GoodGames Platform service of TRUE DIGITAL PLUS Company Limited (the "**Company**") in accordance with the terms and conditions of GoodGames Platform Agreement ("**Agreement**"). The service of the Company's GoodGames Platform shall consist of 2 formats which are Full Platform and Payment Gateway Only. They are comprised with:

(1) services of fee collection within the application (as agreed under this Agreement);

(2) services of uploading application to various application stores such as Apple App Stores and Google Play (as in format of Full Platform only) or GoodGames Store;

(3) GoodGames Platform Software Development Kits (SDKs), all of which is tools for application development on systems of Androids and iOS;

(4) Application Programming Interface (APIs) which is a medium causing application software to connect to other application software or to use to connect with a operation system;

(5) providing the GoodGames ID user, Apple ID user for iOS and Google ID User for Android (End User) access to the application.

Services of GoodGames Platform service is owned and operated by TRUE DIGITAL PLUS Company Limited and shall be provided to the Application Developer that has applied for the service of GoodGames Platform service. The Application Developer is bound to comply with terms under this Agreement of herein stated, and/or any terms and conditions that is altered and amended additionally as the Company shall inform thereafter. Any action or use of GoodGames Platform service that is not in accordance with this Agreement shall be prohibited. The Application Developer has read, fully understands and agrees to be bound by this Agreement.

Additionally the Company reserves the right to alter and amend any term and condition as stipulated herein as it deems appropriate and such term and

condition so altered and amended shall be informed to the Application Developer on the Company's website. The Application Developer is responsible for visiting the Company's website from time to time in order to inspect such alteration and amendment of this Agreement, if any. The Company shall not be held responsible to any damages of the Application Developer that might occur for not knowing alteration and amendment of such Agreement. The using of system of GoodGames Platform service by the Application Developer after the announcement of alteration and amendment of this Agreement is deemed to be explicitly bound by the Application Developer to such alteration and amendment of this Agreement.

1. Using Service of GoodGames Platform

Accessing to use of GoodGames Platform service shall be in accordance with this Agreement as provided by the Company as follows:

1.1 Service Registration

    1.1.1 The registration to use GoodGames Platform service is being separated in 2 categories as follows:

        1. Category of natural person which it shall identify itself by filing a copy of its personal identification card and a front page copy of its bank account; and

        2. category of a juristic person which it shall identify itself by filing of addition evidence of company profile (if any), certificate of corporation, certificate por por 20 (Certification of Company por por 20 only for the corporation that registers in Thailand).

    1.1.2 In the membership registration process, the Application Developer shall completely furnish the true and updated data and detail of itself and fill such data and detail in application form as provided by the Company. The Application Developer shall always update such data as necessary and from time to time and as accurate to the present as possible. If the Company inspects and finds that the Application Developer has used falsified data for filing its registration or such data of other person for filing its registration to obtain

the account, the Company shall not accredit any right of such Application Developer who use such account and such account shall have no protection by the Company whatsoever.

1.2 In using service of GoodGames Platform service and uploading application for service providing, the Application Developer shall follow the terms and conditions as provided by this Agreement herein for purpose of connecting to GoodGames Platform, uploading the application and improvement of the application.

1.3 Application Inspection

    1.3.1 The Company shall, at its sole discretion, inspect every application before uploading to GoodGames Platform, Apple App Store and Google Play Store every time no matter such application is already functional.

    1.3.2 If the Company finds out that such application which has been uploaded to GoodGames Platform, Apple App Store or Google Play Store is not conforming to the terms and/or conditions as agreed herein. The Company reserves the right to act as follows:

        (1) Inform the Application Developer to improve the application in order to rectify anything that is violated or that is not conforming to the terms of this Agreement;

        (2) Suspense of access and service provided to such application in GoodGames Platform, Apple App Store or Google Play Store temporarily until the Application Developer has rectified such application as informed by the Company; or

        (3) Terminate this Agreement without any liability to the Application Developer.

1.4 Managing ID and Password

1.4.1 The Company shall assign an ID and password to the Application Developer as the Application Developer has set up in English language and/or Arabic number in limited characters. The Application Developer shall be held responsible for ID and password that has been assigned by the Company. Such ID and password shall be used to develop and access to the website http:/developer.gg.in.th or any part of the system of GoodGames Platform service;

1.4.2 The Application Developer is responsible for keeping ID and Password assigned by the Company as confidential information and shall not allowed anyone to use such ID and password jointly with the Application Developer. Such ID and password shall not be allowed to use, rent, sell, transfer or give right by or to other third party;

1.4.3 The Application Developer shall always improve its ID and password to refrain from theft or use by any unauthorized person;

1.4.4 The Application Developer shall be held responsible for any loss, damage or any expense incurred to the Company or other third person as caused by other third person's access to ID and password of the Application Developer either by intention or negligence of the Application Developer;

1.4.5 The Company shall not be liable to or held responsible for the event that arises from using, letting, leasing, sale, guaranteeing, assigning, or co-using the ID and password of the Application Developer whatsoever;

1.4.6 One account of the Application Developer can select to use only either form of Full Platform or Payment Gateway Only.

1.5 Regulations

Using of GoodGames Platform service, the Application Developer shall comply with this Agreement in term of ethics and morality. The Application Developer shall not publish data or any content to the application or any part of the application as follows:

1.5.1 Content in the application that violates the law;

1.5.2 Content that encourages criminal act or other illegal activity or content that induces any legally prohibited act;

1.5.3 Content that is falsifying or harmful to reputation or creating damages to other persons;

1.5.4 Content that is distasteful, inappropriate, intimidate, obscene, defamation, discrimination which leads to racism, gender, religion, sovereign, tribe, creed, or political ideal;

1.5.5 Content that contains pornographic scene;

1.5.6 Content that infringes or tends to create infringement to intellectual property rights of the Company or other third person;

1.5.7 Content that contains computer virus;

1.5.8 Content that is ambiguous, slang, carrying meaning of vulgarity and adultery or any other similar meaning;

1.5.9 Content having words or other expressions that persuasively leads or promotes to suicide or do harm to oneself or other person;

1.5.10 Content that invades personal privacy or assaults other third person;

1.5.11 Content contains information with regard to selling, buying, exchanging, advertising, warning and soliciting, or resourcing commodity and service whether for profiting or not other than that permitted by the Company;

1.5.12 Content contains activities of politics or religion;

1.5.13 Any other content that the Company has, at its sole discretion, considered not appropriate.

2. Application

Uploading the application for service providing through the system of GoodGames Platform or other application stores is available in 2 channels e.g. Full Platform and Payment Gateway Only. The Application Developer must fill particulars on forms provided by the Company and submit detail information of application that the Application Developer wishes to upload to, and provide the service on, the system of GoodGames Platform and other application store to the Company.

2.1   Full Platform

This service includes uploading application to the system of the Company's GoodGames Store, Google Play and Apple App Store and using of all payment gateways that provided by the Company for the Application Developer. The Full Platform revenue fee sharing is specified according to the GoodGames Platform Revenue Sharing as provided by Section 4.1 of this Agreement. The Company reserves the right to be a sole service provider to the application of the Application Developer during the course the application has been put into service by the Company as agreed herein. The Application Developer shall refrain from putting the application into service to other service provider that provides similar to or same as of the Company service under this Agreement. (Exclusivity)

2.2   Payment Gateway Only

This service includes only uploading application into system of the Company's GoodGames Store. Uploading application into the system of Apple App Store and Google Pay Store shall be performed by and responsibility of the Application Developer. The Applicant Developer shall connect the application to the payment system and payment gateway that provided by the Company for the Application Developer as agreed herein. The Payment Gateway Only revenue fee sharing is specified according to the GoodGames Platform Revenue Sharing as provided by Section 4.2 of this Agreement.

2.3   Application shall be inspected prior to uploading into various application stores or prior to connecting to other services of GoodGames Platform service.

2.3.1   Application is enable to work without any error as the Company required. If it is found, it shall be rejected from putting into service;

2.3.2   Application is exhibiting bugs shall be rejected from putting into service;

2.3.3   Application is not in similarity to the forms submitted to the Company shall be rejected from putting into service;

2.3.4   Application that downloads any code in any way or form in the computer shall be rejected from putting into service;

2.3.5   Application is secretly installed or using any other code which may have effect to communication equipment such as smart phone or tablet shall be rejected to putting service;

2.3.6   Application using as test, demo, trial or beta shall be rejected from putting into service;

2.3.7   Application that fakes functionality of application shall be rejected from putting into service;

2.3.8   Application that promoting alcohol drinking or narcotics shall be rejected from putting into service;

2.3.9   Application that automatically sends location base service by itself without authorization shall be rejected from putting into service;

2.3.10   Application that intentionally using display icon having same or similar characteristic of other application already existed and that may mislead the application functionality shall be rejected from putting into service;

2.3.11   Application shall not be connected to use other payment gateway other than that provided by and arranged with by the Company under this agreement.

3.   **GoodGames Platform Software Development Kits (SDKs) and Application Program Integration (API)**

3.1 GoodGames Platform Software Development Kits (SDKs)

    3.1.1   For SDKs that the Company has created or developed, the Application Developer may download and apply to use as part of the GoodGames Platform service for purpose of development and delivering application to the Company for service providing without any charge;

    3.1.2   SDKs shall not be misapplied or used in work other than that applicable to SDKs;

    3.1.3   SDKs shall not be altered for use in any work other than that provided by the Company;

    3.1.4   SDKs shall not be given out or sold to any other person.

3.2 GoodGames Platform Application Program Interface (API)

    3.2.1   For API that the Company has created and developed, the Application Developer may connect and apply to use as a part of the GoodGames Platform service for purposes of development and delivering application to the Company for service providing without any charge;

    3.2.2   API shall not be misapplied or used in work other than that provided by the Company;

    3.2.3   API is able to use with application that is authorized only. It shall not be used in other application that the Company is not authorized;

    3.2.4   Password for using the API (App Secret) is confidential information between the Company and the Application Developer. It is prohibited to disclose to other person.

    3.2.5   If the Application Developer has received certificate data from the Company for the purpose of taking application to service, the Application Developer has no right to disclose or alter such certificate data in any manner.

4.   GoodGames Platform Revenue Sharing

4.1   Full Platform

GoodGames Platform revenue sharing in Full Platform format shall be in term of revenue fees sharing which derives from application that being serviced to End User on Apple App Store, Google Play Store and GoodGames Store through any payment channel that partners with the Company and/or as arranged by the Company.

(1)   For revenue fees sharing which derives from payment of End User for goods and services in the application using GoodGames Coin, the Company shall divide the fees after deducted service charges paid through the payment channel at a rate of 100 GoodGames Coin and the Application Developer shall have his or her share of US Dollar 0.56 (Fifty Six US Cents).

(2)   For revenue fees sharing which derives from payment of End User for goods and services in the application through payment channels provided by Apple App Store and/or Google Play Store, without using GoodGames Coin, the Application Developer shall have his or her share revenue at rate fifty-six (56%) percent of the price for goods and services in the application as set by Apple App Store or Google Play Store.

The calculation and conversion of monetary unit that End User paid by coin through various channel of payment as arranged by the Company shall be detailed here

4.2   Payment Gateway Only

GoodGames Platform revenue sharing in Payment Gateway Only format shall be in term of revenue fees sharing which derive from payment of End User for goods and services for application through GoodGames Wallet. At every rate of 100 GoodGames Coin payment, the Application Developer shall have his or her share revenue at US Dollar 0.70 (Seventy US Cents). GoodGames Wallet is a channel opened for sale of goods or services for application using unit of coin in GoodGames Wallet. End User may buy coin from any various payment channel that partners with the Company

and/or as arranged by the Company. The calculation and conversion of monetary unit that End User paid by coin through various channel of payment as arranged by the Company shall be detailed here

4.3   Minimum Transfer of Money

The minimum payment of revenue fees sharing to be transferred each month shall not be less than Baht 3,000.00 (Baht Three Thousand only). If such amount is less than the minimum as above stipulated, the Company may carried forward such payment of revenue fees sharing to the next consecutive calendar month.

4.4   The method and conditions of payment of revenue fees sharing

4.4.1   The Application Developer acknowledges and accepts that when application service is come to an end each month the operation system provider, Apple App Store and Google Play Store, the mobile network operators, True Money Cash Card provider and D Card operators, or any person, entity or any other channel of payment gateway that accepting payment of goods or services of the application by End User, shall inform the Company the total incomes in the month by issuing monthly report of goods and service of the application sold and shall pay the Company such goods and services fees for the application used when the End User actually paid for such fees.

4.4.2   The Company shall deliver the Company's monthly report informing the total amount of goods and services of application that being used each and every month and the revenue sharing fees the Application Developer may receive in accordance with calculation and method set forth in 4.1 and 4.2.   Such information shall be delivered to the Application Developer within thirty (30) days commencing from the date the Company received such report from the operation system provider, Apple App Store and Google Play Store, the mobile network operators, True Money Cash Card provider and D Card operators, or any person, entity or any other channel of payment gateway that accepting payment of goods or services of application as stated in 4.4.1.

4.4.3 The Application Developer as a juristic person shall send the Company invoice for revenue sharing fees according to amount as informed by the Company within ten (10) days commencing from the date by which the Application Developer has received report from the Company as stated above in 4.4.2.

4.4.4 The Company shall pay the Application Developer the revenue sharing fees by transferring such fund to a bank account of the Application Developer within 60 days commencing from the dated on receipt of invoice in the event that the Application Developer is a juristic person or within 60 (sixty) days commencing from date the Company has delivered the report as provided by 4.4.2 in the event that the Application Developer is a person. However, it is provided that such amount transferred in any month to the Application Developer is not reached the minimum amount as set forth in 4.3, the transfer of such revenue shall be carried forward to next month or until such amount of revenue sharing fees shall reached above minimum amount as provided in 4.3 which it shall not be deemed as default payment of revenue sharing fees by the Company. The Company shall not be held responsible to pay any interest incurred to the Application Developer in any respect.

4.4.5 The Company shall have its right to deduct from revenue sharing fees or any amount of fund payable by the Company to the Application Developer the withholding tax at a rate provided by Thai law as agreed by this agreement. The Company is obliged to send the Application Developer the respected tax certificate or other proof evidencing tax deducted on behalf of the Application Developer according to the Application Developer's address given to the Company.

4.4.6 If the payment of revenue sharing fees is in other currency than Baht, the Company shall convert such at the rate of exchange as announced on the day by the commercial bank that the Company makes the transfer.

5. Rights and Obligations of the Company

5.1 The Company has rights to use all the Application Developer's information given to the Company at the time it registers for using the GoodGames Platform service, such as name, address, telephone number, e-mail address, account, user name, ID and password for purposes such as advertisement, the Company marketing and public relation, for continually providing of the GoodGames Platform service, for service improvement and development or for public interest or for other purposes in accordance with the law of Thailand and any general applicable international laws. Additionally, the Company shall not disclose any information of the Application Developer to any third party without any consent of the Application Developer unless expressly allowed by applicable law. Such information shall be disclosed according to regulations of such law.

5.2 The Company reserves the rights to record and keep records all contents of every conversation made among and between the Company and the Application Developers that happen in system of GoodGames Platform service and reserves the rights to review all records of such conversation as the Company may deem appropriate. This includes retrieving the records in assisting to rectify, to resolve dispute or complain and to maintain order in providing GoodGames Platform service. Accordingly, The Company shall be the sole person of information gatherer and any other third person having no legally certifying right shall have no absolute right to view such information unless in the event that it is being legal allowed by the law of Thailand or applicable international law.

5.3 In order that the Application Developer may use the GoodGames Platform service safely. The Company shall make arrangement to apply safety measure as it sees fit to safeguard the personal information of the Application Developer which such information is prohibited to disclose to any other person. Nevertheless this shall not deem as a warranty or confirmation from the Company for safety in using the service.

6. Copyrights and Intellectual Property Rights

6.1 Copyrights and ownership on the system of GoodGames Platform service and/or other services provided to the Application Developer, trademarks, trade services, logo or any marks on the Company's website or being a part of the GoodGames Platform service shall at all time belong solely to the Company. Unless received prior written permission from the Company, the Application Developer agree not to, act alone, act with any person or permit any person, to copy, plagiarize, reverse engineering or make improvement, modification or act in any way, and permit GoodGames Platform services and any services of the Company under this Agreement to be used to benefit in any way whether such benefit gives compensation in return or not. The Developer shall not in any way permit other person to use GoodGames Platform service in the Application Developer's name unless prior permission shall be given in writing by the Company.

6.2 The Application Developer warrants that the Application Developer is the owner of copyrights, intellectual property rights of the application and its contents and it has legal right under the law in the application and its contents which have been servicing and uploaded under GoodGames Platform service as agreed herein and the Company shall not be sued for any infringement of copyrights or intellectual property right or criminal charge or any legal action arising out of using such application of the Application Developer. Provided that there is any claim or action, alleging that the application or other rights granted or used in cooperation and co-publishing with the Company hereunder, in whole or in part, infringe the intellectual property rights of any third party, the Developer, as notified by the Company, shall immediately indemnify the Company against any and all damages and costs, including legal fees.

6.3 The rights in the intellectual property right and any other the Company legal rights as detailed in this section 6.1 and 6.2 shall take effective at all time even this Agreement may be terminated caused by expiration or any other reasons.

7. **Servicing of GoodGames Platform and Temporary Suspension of the Service**

   7.1 The Company shall resolve problems and maintain all availabilities to provide GoodGames Platform service at all times. The Company may cease its service temporarily without any liability accountable to the Company such as in case of normal checking and maintaining system of GoodGames Platform, in case of repairing system caused by the malfunction of computer equipment rendering it unable to provide system service of GoodGames Platform, in case of natural disasters, in case of emergency situation, in case of force majeure that beyond the Company's control or any other cause that the Company may deem fit not to be able to provide the service as usual.

   7.2 In case of necessity, the Company may have to cease servicing GoodGames Platform temporarily, the Company shall immediately make announcement on the Company's website. Accordingly, the Application Developer must check the announcement from time to time and the Company shall be held no responsible for any damages that may cause to the Application Developer arising from the Application Developer's failure to check such announcement on the Company's website.

8. **Confidentiality**

   Both parties agree not to disclose or reveal any information or data that obtained from using the GoodGames Platform service as agreed herein and agree not to disclose or reveal, by all means, to any third party. Information, material and documents, in any form whatsoever, that each party has delivered to the other party and marked "confidential" or "classified" or any other word that given similar meaning as confidential shall be kept confidential unless it is permitted by prior written consent from the other party. Duty to keep confidentiality shall take effect from the date that received party has received the information and documents to implement this Agreement from the disclosed party. This confidentiality clause shall take effective at all time even this Agreement may be terminated caused by expiration or any other reason.

9. Term and Termination

9.1 The Agreement shall become effective to the Application Developer on the date that the Company confirms the Application Developer the admission and the right to use the GoodGames Platform service.

9.2 The Company may terminate or suspend the GoodGames Platform service and/or this Agreement without prior notification to the Application Developer when one or more of the following events occurred:

9.2.1 The Application Developer provides falsified, untrue or non-genuine identity or personal information to obtain the right to use the GoodGames Platform service in registering process or provides inaccurate or incorrect details in any information used in registration process.

9.2.2 The Application Developer, whether intentionally or not, evades or distorts the laws of Thailand and any general applicable international laws.

9.2.3 The Application Developer, whether intentionally or not, infringes the Company or any other Application Developer legal right.

9.2.4 In the event that the Application Developer violates any obligation as specified in this Agreement and causes the Company any loss or damage, the Company may, temporarily or permanently, terminate or suspend the use of the Application Developer account without prior notification to the Application Developer.

9.2.5 Any termination or suspension of the GoodGames Platform service or this Agreement by the Company shall not be construed as a waiver of any and all claims, demands, causes of action, obligations, damages, losses, costs and liabilities of any nature whatsoever the Company may have against the Application Developer which accrued on or before the termination of this Agreement, nor shall it preclude or restrict any further exercise of any other right or remedy from the Application Developer.

9.2.6   The Company reserves the right to immediately erase Application Developer's Account and information upon termination of this Agreement.

10.   Disclaimer

10.1   The Company assumes no responsibility whatsoever in regards to any problem between Application Developers or between Application Developer and any third party that arises due to the use of the GoodGames Platform service. The Company has no obligation to manage or control such problem.

10.2   The Company reserves the right to stop the use of the Application Developer's account if the Application Developer violates or fails to comply with any provision in this Agreement.

10.3   The Company may, as appropriate, suspend the use of the Application Developer's account, any content contained in the account and Application Developer's service provided that the service is required to be restrained or inspected or the service is in the process of inspection.

10.4   The Company assumes no responsibility whatsoever for any incurred loss or damage during GoodGames Platform service suspension period due to an uncontrollable event or force majeure such as war terrorism, monsoon, national emergency, or any other event specified in this Agreement.

10.5   The Company assumes no responsibility in the event that any the Company-related service provider, such as energy provider or telecommunication provider, stops providing its service, and such event causes the Company to stop providing the service as usual.

10.6   The Company assumes no responsibility in the event that the Company must stop providing the service due to inevitable event such as service's rectification, modification, inspection, maintenance or installation. Such event shall be previously announced on the Company's website.

10.7 The Company assume no responsibility whatsoever for the Application Developer's loss of expected profit that the Developer is unable to obtain and for any loss, costs or expenses whatsoever arising out of the use of the Company's service.

10.8 The Company assumes no responsibility whatsoever for any delay in network log in system or for any damage resulted from data transmitting between the Company's server and the Application Developer (as so called "LAG") or any other damage that, after inspection, is not caused by the Company.

11. Miscellaneous Provisions

11.1 This Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of Thailand, without any conflict of laws. All claims and disputes between the Company and the Application Developer under this Agreement shall be litigated exclusively in the Court of Thailand.

11.2 If any provision hereof is found invalid, voidable, illegal or unenforceable pursuant to any executive, legislative, judicial or any other reason, the remainder of this Agreement shall remain valid, legal and enforceable according to its terms.

11.3 Failure to exercise or delay in exercising any right, power or privilege by the Company to the Application Developer under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege by the Company to the Application Developer under this Agreement preclude any other or further exercise thereof.

11.4 Rights and Obligations under this Agreement are not assignable by the Application Developer without the prior written consent of the Company.

11.5 The Company is permitted at its sole discretion to assign this Agreement or any rights hereunder to any third party, without obtaining prior written consent of the Application Developer.

Last Update: Month Date, 2014