

TERMS OF USE

It is important to read and understand the Terms of use (the "**Terms**") of the Gamevestor platform carefully. By accepting these Terms, you agree to comply with all of their provisions, as well as with the terms and conditions of use established by the PSP, where applicable.

INTRODUCTION

Gamevestor is a Simplified Joint-Stock Company (*Société par Actions Simplifiée*), registered with the Trade and Companies Register of Annecy under number 938 196 714, with its registered office located at 5 rue de l'Industrie – 74000 Annecy (hereinafter referred to as "**Gamevestor**", "**Us**", "**We**" and "**Our**").

We have been granted authorization by the **Autorité des Marchés Financiers (AMF)** to operate, in particular, as a European Crowdfunding Service Provider (ECSP). We are registered as a French crowdfunding intermediary (*Intermédiaire de Financement Participatif / IFP*) at the ORIAS under number 25007583. We are registered under REGAFI identifier 751564 by the French Prudential Control and Resolution Authority (*Autorité de Contrôle Prudentiel et de Résolution / ACPR*) as Lemonway's Payment Service Provider Agent (*agent prestataire de services de paiement de Lemonway*).

We holds professional liability insurance with AIG Europe SA under contract number FREO000080, in compliance with Articles L547-5 and D547-3 as well as L548-5 and D548-3 of the French Monetary and Financial Code.

We also benefits from professional liability coverage and/or a financial guarantee covering its activities.

SECTION 1. TO WHOM THESE TERMS APPLY ?

These Terms apply to all Internet users accessing the Gamevestor Website (also referred to as "**You**" or "**Your**" in these Terms).

You can browse Gamevestor without registering for an Account (in such case you are a "**Visitor**").

Depending on your activity on the Gamevestor Website, a Visitor may have one of the following statuses:

- "**Member**" refers to a Visitor who has registered on the Gamevestor Website;
- "**Investor**" refers to a Member who has invested in a Project listed on the Gamevestor Website;
- "**Backer**" refers to a Member who has made a Pledge to a Project listed on the Gamevestor Website;
- "**Project Owner**" refers to a Member who has submitted a Project for a Campaign, mainly with respect to a video game, whether the Campaign is ongoing or closed, regardless of its success. Should a Campaign occur, their Project will be presented to Investors, through its publication by the ECSP, pursuant to European Regulation (EU) 2020/1503.

SECTION 2. WHAT ARE THE WORDS YOU NEED TO UNDERSTAND WHEN READING THESE TERMS ?

First, please note that unless otherwise specified, or unless the context requires a different interpretation, capitalized terms and expressions shall have the meaning assigned to them below.

Definitions given for a term used in the plural shall also apply when that term is used in the singular, and vice versa.

The terms “including,” “in particular,” and “notably” shall be interpreted as meaning “without limitation.”

Any reference to a document or a legislative or regulatory provision refers to such document or provision as amended, updated, or replaced from time to time.

Second, the following terms shall have the meaning ascribed below:

- **Account:** means the space opened in the name of a Member on the Gamevestor Website, accessible with login credentials and password.
- **All-or-Nothing Goal:** means the minimum funding threshold set for a Project, as published on the Gamevestor Website at the launch of the Campaign, which must be reached before the end of the Campaign period for the Campaign to be deemed successful.
- **AMF:** means the Autorité des Marchés Financiers (French Financial Markets Authority).
- **AML-CFT (Anti-Money Laundering and Countering the Financing of Terrorism) :** means all measures and obligations relating to the prevention of money laundering and the financing of terrorism.
- **Bonds:** means the financial instruments offered for acquisition as investment in connection with the financing of Projects presented on the Gamevestor Website.
- **Campaign:** means the fundraising operation aimed at collecting the funds necessary for the financing of a Project presented on the Gamevestor Website. The duration of the Campaign is fixed and specified on the Gamevestor Website, which in no event shall exceed ninety (90) days.
- **Gamevestor Website:** means the Gamevestor crowdfunding website, including both the showcase site and the investment platform, accessible at gamevestor.co.
- **ESCP (European Crowdfunding Service Provider):** within the meaning of EU Regulation 2020/1503, means the entity providing online crowdfunding services to Investors through an online platform via Bonds subscription.
- **Electronic Signature:** refers to data in electronic form that result from the use of a reliable identification process, through a qualified electronic signature certificate guaranteeing its link with the document to which it applies, in accordance with Article 1367 of the French Civil Code.
- **Force Majeure:** means any event that is unforeseeable, irresistible, and beyond the express control of GAMEVESTOR, preventing it from performing its obligations under these Terms, within the meaning of Article 1218 of the French Civil Code. Such events may include, without limitation, fire, flood, natural disaster, war, or civil unrest.
- **IFP :** refers to the entity registered with ORIAS and authorized to provide crowdfunding services by connecting Project Owners and Backers through an online platform enabling to proceed with Pledges.
- **KIIS (Key Investment Information Sheet):** refers to the document mentioned in Article 23 and Annex I of Regulation (EU) 2020/1503.
- **Personal Data:** refers to the personal information that a Visitor, Member, or Investor provides when creating their Account, as well as any personal information that is automatically collected in connection with the use of the services or the browsing of the Website, and which allows their identification, directly or indirectly.
- **Project:** means a crowdfunding offer in the form of a Campaign, presented by a Project Owner seeking financing under EU Regulation 2020/1503 and French Monetary and Financial Code, which includes the video game that is the subject of the Campaign together with all related and complementary content (such as downloadable content, expansions, updates, Rewards or other ancillary material).

- **Pledge(s):** means any non-investment payments in the form of donations made by a Backer through the GAMEVESTOR Website to a Project during a Campaign, which may entitle the Backer to receive Rewards, where applicable. Please note that on Our Gamevestor Webstive, the term “contribution” is also often used to designate a Pledge.
- **PSP :** means LEMONWAY, a simplified joint-stock company (société par actions simplifiée), with its registered office at 8 Rue du Sentier, 75002 Paris, France, registered with the Paris Trade and Companies Register under number 500 486 915 (“Lemonway”). Lemonway provides payment services within the meaning of Article L. 314-1 of the French Monetary and Financial Code, as a payment institution within the meaning of Article L. 522-1 of the same Code, authorised by the French Prudential Supervision and Resolution Authority (ACPR) on 24 December 2012 under Interbank Code (CIB) 16568. This information can be verified at any time on <https://www.regafi.fr> or in the register of the European Banking Authority (EBA).
- **Regulation:** means any constitution, law, ordinance, decree, regulation, legislation, implementing measure, binding rule or code of conduct issued by any competent administrative or regulatory authority.
- **Rewards:** mean digital or physical items related to the Project, such as access keys to the game, exclusive in-game content, physical collectibles (e.g., figurines, artwork, merchandise), or other benefits.
- **Services :** mean to the activities of Gamevestor as an ECSP (European Crowdfunding Service Provider), consisting of connecting Project Owners, Investors, and Backers through the GAMEVESTOR Website. The Services are further detailed in Section 5 of these Terms.
- **SPV:** means a legal entity established solely for raising funds, holding assets and managing the Project.
- **Wallet:** means a payment account within the meaning of Article L.314-1 of the French Monetary and Financial Code, opened in the books of the PSP, in which all financial transactions are recorded, both debit and credit. Funds registered on Wallets are protected in a segregated account, separate from PSP’s own funds.

SECTION 3. WHEN ARE THESE TERMS APPLICABLE TO YOU AND WHICH VERSION

3.1. Acceptance of these Terms.

These Terms set out the provisions applicable to all Visitors accessing and using the information and Services available on the Gamevestor Website, regardless of their status : Member, Investor, Backer or Project Owner.

- Acceptance by Visitors: If You, acting as a Visitor, do not agree with all applicable Terms, You will not be able to benefit from the services offered by Us. In other words, by browsing the Gamevestor Website, You acknowledge having read, understood, and fully accepted, without reservation, all applicable Terms. These Terms apply for the entire duration of the Visitor’s browsing session on the Gamevestor Website.
- Acceptance by Members: All applicable Terms are expressly accepted electronically during the registration process and creation of the Account on the Gamevestor Website. Electronic acceptance of the Terms has the same evidential value as a written signature on paper.

Therefore, these Terms apply:

- from connection to the Gamevestor Website until disconnection; and
- from the creation of the Account until its closure, regardless of the reason or cause, whether initiated by the Member, Investor, Backer, or Project Owner by Gamevestor.

3.2. Acceptance of the PSP Terms.

The PSP Terms govern the use of payment and Wallet services made available through the Gamevestor Website. You also accept these PSP Terms expressly, electronically, during the registration process and creation of the Account on the Gamevestor Website. Electronic acceptance of the Terms has the same evidential value as a written signature on paper.

3.3. Amendment to these Terms and the PSP Terms.

Gamevestor may modify these Terms at any time, particularly to comply with new laws or regulations, to improve the Gamevestor Website, or to reflect changes in the Services offered.

- Enforceability against Visitors : Each Visitor must refer to the single online version available at the time of consultation, which will automatically be deemed the latest version of these Terms. Visitors acknowledge and agree that any access to or use of the Gamevestor Website after modification of the Terms constitutes acceptance of the modified Terms.
- Enforceability against Members : Any modification of the Terms will be notified to Members by email. Members may contest these modifications within ten (10) days upon receipt of the email by writing to support@gamevestor.co. Failing such objection, their silence shall be deemed tacit acceptance of the amendments.

Gamevestor also reserves the right to modify or update, at any time, the pages of the Gamevestor Website, its Services, prices, or access conditions.

Such modifications shall take effect immediately upon publication on the Gamevestor Website.

The PSP may also amend their own terms and conditions at any time.

3.4. Severability.

If one or more provisions of these Terms are found to be invalid or unenforceable, this shall not affect the validity of the remaining provisions. In such a case, the invalid or missing clause shall be replaced by a valid provision that best reflects the purpose and intent of these Terms.

SECTION 4. HOW CROWDFUNDING PROJECT WORKS ?

We provide a digital platform enabling the financing of Projects by Investors and Backers through the Gamevestor Website.

The crowdfunding process follows the steps below:

- **Onboarding of the Project:** selection and review of the Project submitted by Project Owners ;
- **Launch of the Campaign:** during the Campaign period, You may make Pledges and/or subscribe to Bonds in connection with the Project presented on the Gamevestor Website;
- **Closing of the Campaign:** if the All-Or-Nothing Goal is reached by the end of the Campaign period, the Campaign is deemed successful, and the amounts raised are transferred to the Project Owner according to the applicable distribution mechanism via an SPV;
- **Follow-up of the Project execution:** Gamevestor monitors the technical and commercial progress of the Project financed through a successful Campaign.
- **Management of the SPV:** Gamevestor will be responsible for the management of the SPV in its capacity as President. In this role, Gamevestor will ensure the proper governance and operation of the SPV, with a view to fostering smooth and constructive relations between the Investors, Backers and the Project Owners, to the extent permitted by applicable law.

Our Services (as described in Section 5) are provided exclusively to support the Projects and the Campaigns, including, but not limited to, facilitating the relationship and information flow between Project Owners, Investors, the SPV, and Backers.

We are not part of the Agreements between Backers and Project Owner, nor Investors and Project Owner (meaning the Bond Subscription Form and the SPV Agreement according to the SPV mechanism). To the extent these Terms conflict with any supplemental or additional terms that are applied by a Member, these Terms prevail.

SECTION 5. WHAT ARE THE SERVICES WE PROVIDE TO YOU

The mission of Gamevestor is to enable a community of Investors and Backers to select and invest or contribute in Projects chosen by Gamevestor, following the launch of a Campaign on the Gamevestor's Website.

Gamevestor provides crowdfunding projects focused on the development and/or exploitation of Projects that can either be Investment-based (with Bonds through its ESCP offer), Reward-based (with Pledges through its IFP offer), or both at the same time.

The Gamevestor Website offers a comprehensive range of Services designed to:

- provide Investors with a personalized process for expressing interest and personalized Project's subscription, based on each Investor's profile, which is itself determined by their answers to the Knowledge, in compliance with the European ECSP Regulation;
- allow Investors to subscribe to Bonds and Backers to make Pledges through a fully digitalized process;
- allow Investors and Backers to monitor their investments and Pledges via the dashboard and reporting tools available in their Account;
- make available to Project Owners Gamevestor's services for the collection of Bond subscriptions and Pledges, in coordination with our regulated partners (such as OVERLORD and LEMONWAY).

Furthermore, We will :

- **manage the Campaign** notably by selecting the Project following a specific onboarding process and clearance conducted by Gamevestor. We, together with the Project Owners, organize the Campaign and supervise its proper execution, from its launch to its closure;
- **monitor the Project funded through the Gamevestor Website**, notably by reviewing the progress of the Projects technical and commercial milestones and issuing related reports (the "**Milestone Report**") that summarize the Project's status and makes such Milestone Reports available to Members on the Gamevestor Website;
- **secure the payment process**. The funds collected from Investors and Backers are processed through the PSP, and, where applicable, through the special purpose vehicle (SPV) associated with the Project. Thus, Gamevestor ensures the smooth operation of the payment process, including the collection of Bonds and Pledges, the transfer of funds to the Project Owner in accordance with the applicable Project's milestone plan. We support the PSP fees. You acknowledge that Gamevestor is not itself a payment services provider but acts as a platform operator and a Lemonway's Payment Service Provider Agent under the ECSP Regulation, coordinating with licensed PSPs for all financial operations;
- **provide relevant information with respect to Campaigns, Projects and Rewards**. We are committed to ensuring full transparency regarding the Projects available on its Website;
- **support Members**. Gamevestor provides Members with a dedicated contact service for any questions relating to the Services offered on the Gamevestor Website. Members may reach Gamevestor via email at support@gamevestor.co for any request for information or clarification.

We hereby declare that Gamevestor, including its personnel and shareholders, as well as its advisors, subcontractors, and their close relatives, may invest in Projects available on the Gamevestor Website during Campaigns. Notwithstanding the foregoing and in order to prevent conflict of interest, the aggregate amount invested by such parties shall not exceed ten percent (10%) of the total funds raised per Project during a Campaign on the Gamevestor Website.

SECTION 6. ACCESS TO OUR GAMEVESTOR WEBSITE

6.1. Accessibility.

The Gamevestor Website is accessible at the following address: gamevestor.co, from any device connected to the Internet.

Gamevestor uses all reasonable means to make the Gamevestor Website accessible 24 hours a day, seven days a week, except in cases of voluntary or involuntary interruption, including maintenance, updates, or circumstances beyond Gamevestor control, such as breakdowns or Force Majeure events.

Gamevestor cannot be held liable for any loss of data or damage of any kind resulting from unavailability, anomaly, error, bug, or technical incident. Gamevestor is bound only by an obligation of means.

Where possible, Gamevestor will notify Members, in advance of any interruptions or downtime affecting all or part of the Gamevestor Website.

Gamevestor takes all necessary steps to ensure the reliability of the information, software, and services contained on the Gamevestor Website, but shall not be liable for errors, omissions, viruses, or results that may be obtained or caused by improper use.

Each Visitor or Member declares and warrants that they fully understand the characteristics and limitations of the Internet. It is reminded that the confidentiality of electronic communications cannot be guaranteed on the Internet and that each Visitor and Member must take all appropriate measures to protect their own data and/or software from possible viruses circulating online.

6.2. Conditions of access to the Gamevestor Website.

In accordance with applicable Regulations, access to the information and Services on the Gamevestor Website is progressive and depends on Your status : if you are a Visitor or a Member, and should You be a Member, if you are an Investor, Backers or Project Owner.

Access reserved for Investors includes: access to detailed financial information pages of the Projects, described as “restricted access pages”; the subscription process; Account pages to manage their KYC, bank accounts and investments.

Access reserved for Backers includes: access to the Pledges interface, including the payment module and any features strictly necessary to complete their Pledge.

Access reserved for Project Owner includes: full access to the Project Owner interface and dashboards necessary to manage and monitor the Campaign, including project-related information and features to the extent permitted by the Gamevestor Website and applicable laws. Please note that as Project Owner, you are also submitted to specific term of use (the « **Project Owner Terms** »).

Registration as a Member requires the creation of an Account, under the conditions set out in this Section 6.

Creating a Account is strictly reserved for individuals of legal age who are not subject to any guardianship or curatorship, and who possess a valid email address and mobile phone number, and are not subject to any sanctions or asset-freezing measures.

Any Visitor registering as a Member on the Gamevestor Website declares and certifies that:

- the personal information provided for registration is true, accurate, and complete;
- such information will be updated in their Account as necessary to maintain its accuracy;
- they agree to receive, at the email address provided during registration, all communications relating to the Bonds they have subscribed to through the Gamevestor Website or Pledges they have made through the Gamevestor Website;
- in the case of registration by a legal entity, the Visitor is duly authorized and has the legal capacity to represent and bind the entity.

Gamevestor reserves the right to refuse access to its Services without having to justify its decision, and to request that a Member update some or all of their information annually. Failure to update such information may result in the suspension of access to Gamevestor's Services until the update has been completed.

Status. Visitors may or may not be registered as Members. Members may hold one or more of the following statuses, depending on their activity on the Gamevestor Website (see Section 1): Investor, Backer, or Project Owner. These statuses are not mutually exclusive - a Member may simultaneously act as an Investor, a Backer, and a Project Owner.

SECTION 7. WHAT ARE THE CONDITIONS TO SET UP AN ACCOUNT

7.1. Becoming a Member.

A Visitor may create an Account on the Gamevestor Website by:

- providing a valid email address, which will become their login identifier;
- choosing a unique, personal, and confidential password of at least eight (8) characters;
- ticking a box indicating acceptance of the Gamevestor and PSP Terms of Use;
- ticking a box indicating consent to the collection of personal data;
- providing the following personal information: last name and first name;
- confirming their email address by clicking the validation link sent to their login email address within forty-eight (48) hours. After this period, the Member must request a new validation link by clicking on "Confirm my email address."

Once these steps have been completed, the Visitor becomes a Member and has access to an Account on the Gamevestor Website.

The Member may change or recover their password by entering their login email address.

Each Member may only hold one (1) Account in their name. Accordingly, the Member agrees:

- not to create multiple Accounts, whether under their own identity or that of a third party;
- not to share their login credentials or password with any third party;
- not to access or use another person's Account;
- not to make any Bond subscription or Pledge through another person's Account.

Creating or using additional Accounts under one's own identity or that of third parties, without Gamevestor's prior written authorization, may result in the immediate and without-notice suspension of the relevant Account(s), as well as the cancellation of any ongoing transactions.

An individual may therefore hold:

- one (1) single individual personal Account (natural person);
- one (1) or more corporate Accounts (for legal entities he is representative of).

7.2. Becoming an Investor.

Eligibility to become an Investor is limited to individuals or legal entities that are not considered "U.S. persons" under U.S. tax law and are not residents of restricted jurisdictions.

To access restricted pages or subscribe, a Member must obtain Investor status by completing the full KYC (Know Your Customer) process accessible from their Account and carried out on the PSP's secure platform.

For individuals (natural persons), the following documents must be provided:

- a valid national identity card or passport;
- a certificate of tax residence dated less than twelve (12) months for foreign tax residents

For legal entities, the following documents must be provided:

- a valid identity card or passport of the legal representative;
- an extract from the Trade and Companies Register (K-bis) dated less than three (3) months;
- up-to-date articles of association;
- a document identifying the beneficial owner(s) holding directly or indirectly at least 25% of the share capital;
- the list of beneficial owners.

For both individuals and legal entities, the Member must also:

- complete the “Personal Information” form;
- complete the pre-qualification test, which determines whether the Investor is “sophisticated” or “non-sophisticated” (a « **Pre-qualification Test** »);
- for non-sophisticated Investors, in accordance with Article 21 of **Regulation (EU) 2020/1503**, complete both the Knowledge Test and the Loss-Bearing Capacity Test;
- certify that the information provided is accurate and up to date;
- acknowledge that they have been informed of and expressly accept the general investment risks (capital loss, illiquidity, absence of resale valuation, potential impossibility of resale);
- acknowledge that the Services provided by Gamevestor may not be suitable for their Investor profile.

The Pre-qualification Test must be renewed every two (2) years, and both the Knowledge Test and the Loss-Bearing Capacity Test must be renewed annually or as often as the Investor wishes. These tests are subject to professional confidentiality.

Specific warnings adapted to the profiles of sophisticated and non-sophisticated Investors will be displayed on the Gmaevestor Website, both on the Project pages and throughout the Bond’s subscription process. The Investor must confirm having read and understood these warnings before proceeding further.

A Member will be granted Investor status only if Gamevestor and the PSP validate the registration procedure, the responses provided, and the supporting documents submitted. Gamevestor cannot verify the accuracy of the information provided by the Member in their profile and shall therefore presume such information to be correct.

Gamevestor will notify the Member by email once they have been granted Investor status.

A Member may be refused Investor status by either Gamevestor or the PSP based on the information or documents provided, or in the event of failure to provide the required information or to accept the associated risks.

An Investor may:

- access restricted pages on the Gamevestor Website;
- subscribe to Bonds through the Gamevestor Website;
- pay their Bond’s subscription via credit card or bank transfer;
- register bank accounts where they wish to receive their future Bonds’ reimbursement and redemption premium;
- view the balance (i.e. available amount owned by You on your Wallet and not allocated to a Project or an ongoing Campaign) in their Account.

7.3. Becoming a Backer.

To access restricted pages or make a Pledge, a Member must obtain Backers’s status by completing the personal form requested within the Account or during the pledge process .

A Backer may:

- access restricted pages with respect to Pledges on the Gamevestor Website;
- make Pledges via credit card or bank transfer;
- view the balance (i.e. available amount owned by You on your Wallet and not allocated to a Project or an ongoing Campaign) in their Account ;

- register bank accounts where they wish to receive reimbursement of the Pledge via bank transfer pursuant to these Terms (for instance if the Campaign is not successful). In such event, a Backer must complete the full KYC (Know Your Customer) process accessible in their Account and is carried out on the PSP's secured platform.

7.4 Becoming a Project Owner. For the avoidance of doubt the conditions set forth above for the Investors also apply to the Project Owner and are supplemented by specific onboarding process as detailed in the Project Owner Terms. Therefore, please refer to the Project Owner Terms, and Section 10 of these Terms below.

SECTION 8. HOW TO SUBSCRIBE FOR A BOND ?

8.1. Bond's subscription process Becoming an Investor is a prerequisite to any bond subscription.

The Investor is reminded that by electronically signing the document titled "Bond Subscription Form" at step 2 of the Bond subscription process, they irrevocably commit to paying the subscription amount corresponding to the Bonds subscribed.

For the avoidance of doubt, the Bond Subscription Form are entered by the Investor with the SPV pursuant to which the Investor, in consideration of its subscription, acquire Bonds issued by the SPV for the Project elected. Such Bonds shall confer rights directly against the SPV in accordance with the terms of the Bond Subscription Forms. Gamevestor is not a party to the said Bond Subscription Forms.

However, please note that the sole Electronic Signature of the Bond Subscription Form does not in itself constitute a completed subscription.

The Bond subscription becomes final only once full payment of the Bond subscription price has been received.

Before any Bond subscription, the Investor will be given access to the Key Investment Information Sheet (KIIS) on the Gamevestor Website for the relevant Project and must check the declaration box to confirm that they:

- have up-to-date data in their knowledge test and loss-bearing capacity test;
- have been informed that the intended investment carries a risk of total or partial capital loss in the event of the Project Owner's default, with only limited potential returns;
- acknowledge the existence of risks of reduced profitability and of illiquidity, which may prevent the resale of the financial instruments at the desired time;
- are prepared to wait more than five (5) years before recovering all or part of their investment;
- have been clearly warned, via a pop-up window and if they are non-sophisticated investors investing more than 1000€ or 5% of their net worth, that the amount invested exceeds their loss-bearing capacity;
- have read and understood the Key Investment Information Sheet (KIIS).

8.2. Decision to Invest

The decision to express interest, subscribe, or withdraw belongs solely to the Investor, who remains fully responsible for their own choices. Gamevestor shall not be held liable for the financial or tax consequences of any decision made by the Investor.

Gamevestor encourages all Members to carefully read all documentation available on the Gamevestor Website before expressing interest or investing.

Gamevestor further reminds that any investment in on Projects from unlisted companies involves specific risks, including but not limited to:

- risk of partial or total loss of the capital invested;
- risk of illiquidity of the subscribed securities (resale not guaranteed);
- risk of unavailability of invested funds (return on investment depending on the Project's success).

Each Investor is responsible for:

- managing their assets in line with their financial situation, investment objectives, and understanding of the risks involved;
- investing only in Projects they fully understand;
- diversifying their investments reasonably across several Projects;
- refraining from investing if they consider the information provided insufficient to make an informed decision, or if their personal, family, financial, or tax situation does not allow them to bear the risks described.

The process for Bond subscribing is entirely dematerialized and conducted in a secure environment with an electronic signature certificate issued by YouSign.

8.3. Reflection Period

In accordance with Article 22(3) of Regulation (EU) 2020/1503, non-sophisticated Investors benefit from a reflection period during which they may withdraw, revoke, or cancel their subscription at any time, without having to give any reason and without incurring any penalty or fee. The reflection period begins when the non-sophisticated Investor subscribes to a Project and expires four (4) calendar days thereafter.

Subscriptions become irrevocable once the funds are received on the relevant Wallet associated with the Project as set up by the PSP.

To exercise their right of withdrawal, the Investor may be able to do so directly in their Account, or send a clear and unambiguous request to withdraw via email to support@gamevestor.co or any other durable medium.

The corresponding amount will then be available for refund and the Bond subscription form will be cancelled. Refund may be re-credited to the Investor's Wallet (if such option is available on the Gamevestor Website), or sent back to the paying credit card, or in case of a bank wire, the Investor must register a bank account in his Account, onto which the refund will be sent.

8.4. Taxation

The Investor is solely responsible for reviewing the tax Regulation applicable to their Bond subscription, the subscribed amount, and any potential income received. Gamevestor reminds Investors that tax treatment depends on each Investor's individual situation. Gamevestor undertakes to ensure that the Projects presented meet, where applicable, the eligibility criteria required for tax-deduction schemes. However, Gamevestor cannot be held liable for any future changes in tax Regulations or for the financial or tax consequences of investments, for which the Investor retains full responsibility.

SECTION 9. HOW TO MAKE A PLEDGE AND RECEIVE REWARDS ?

Such Pledges fall under the non-remunerated crowdfunding model supervised under French law, in which Gamevestor operates as an IFP registered in the ORIAS register and supervised by the ACPR (Autorité de Contrôle Prudentiel et de Résolution).

9.1. The Pledge.

Pledges are made through a fully digitalized process via the Gamevestor Website and using LEMONWAY for

payment.

Pledges do not constitute investments or financial instruments within the meaning of Regulation (EU) 2020/1503.

They are made solely to support the creation, development, and promotion of Projects, in exchange for potential Rewards as described on the Project's page.

By making a Pledge, a direct contractual relationship is established between the Backer and the Project Owner, under the terms described on the Project page. **Gamevestor is not a party to this contract** and acts solely as an intermediary providing the technological platform enabling the collection of Pledges and the connection between Backers and Project Owners.

9.2. Reflection Period.

Consumers, meaning natural persons acting for the purposes outside their trade, business or profession (« **Consumers** ») are entitled to a right of withdrawal, during which they may withdraw, revoke, or cancel their Pledge at any time, without having to provide any reason and without incurring any penalty or fee.

The withdrawal period is fourteen (14) calendar days and begins on the date the Consumer makes a Pledge for a Project entitling them to a Reward. **Pledges made without any associated Reward do not fall within the scope of this withdrawal right and are definitive.**

To exercise this right, the Consumer may be able to do so directly in their Account, or send a clear and unambiguous request to withdraw via email to support@gamevestor.co or any other durable medium.

Upon withdrawal, the corresponding amount will become eligible for refund, and the Pledge will be cancelled. The refund will be made using the original payment method (e.g., credit card). If the Pledge was made via bank transfer, the Consumer must register a bank account in their Account for the refund to be processed, in accordance with Section 7.3 of these Terms.

9.3. The Rewards

Rewards are provided solely under the responsibility of the Project Owner, if any.

Project Owner determines their nature, conditions, and delivery schedule, which are clearly indicated on the Project page of the Gamevestor Website during the Campaign. Gamevestor does not guarantee the delivery, conformity, or quality of any Reward.

It is the sole responsibility of each Backer to provide the Project Owner with complete, accurate, and up-to-date contact and delivery information in order to receive any Reward.

The Rewards shall not be sold, assigned, or exchanged for cash.

9.4. Refunds

Refunds of Pledges may only occur in the following cases:

- the Campaign did not reach its *All-Or-Nothing* goal;
- the Project Owner cancels the Project prior to the delivery of Rewards via a Buy-back mechanism and pursuant to specific and strict conditions (see. Section 12);
- the Project is cancelled for other reasons (for instance a cancellation for Milestone not validated would allow a partial refund from money not yet sent to the Project Owner);
- a refund is mandated by law or by a final judicial or administrative decision.

In all other circumstances, the Pledges shall remain with the Project Owner and may not be refunded through Gamevestor.

SECTION 10. HOW ARE PROJECTS SELECTED FOR THE GAMEVESTOR WEBSITE

Project and Project Owner selection process. Gamevestor undertakes to use its best efforts to select both Projects and Project Owners carefully. The Gamevestor teams continuously monitor developments in the video game market - including key industry players, project types, geographic areas, and cost structures - in order to maintain a critical and informed view of the Projects submitted for financing and to assess their overall viability. A selection committee composed of five experienced professionals from the gaming and financial industries gather regularly to review project applications and conduct thorough evaluation for each.

However, Gamevestor shall not assume the responsibilities of a statutory auditor, certified accountant, or any other regulated legal or financial profession.

Regulatory Documentation. The KIIS is a downloadable document, available in printable and non-editable form. The KIIS remains accessible at all times on the relevant Project page and during the subscription process.

The Project Owner is the sole responsible for the accuracy, completeness, and non-misleading nature of the information contained in the KIIS, in accordance with Regulation (EU) 2020/1503. Gamevestor verifies the consistency of the documentation provided by the Project Owner and Gamevestor shall verify completeness, correctness and clarity of the documentation provided by Project Owner. This verification is limited to checks that can reasonably be performed without conducting an audit, a due diligence investigation or any independent assessment of the underlying data. In a spirit of transparency and professionalism, the Gamevestor teams make available to Investors, within the KIIS, the key elements that were used in their assessment of the Project.

Gamevestor particularly draws the Investor's attention to the fact that the Projects presented are not subject to a prospectus approved by the AMF (Autorité des marchés financiers).

SECTION 11. OUR RELATIONSHIPS WITH PROJECT OWNERS

Gamevestor & Project Owner relationship. If a Project is selected following the selection procedure described in Section 10 of these Terms, the Gamevestor team remains in direct contact with the Project Owner throughout the entire duration of the Project listed on the Gamevestor Website - from the launch of the Campaign until the reimbursement of the Investors - through in-person meetings, email exchanges, or phone calls.

Gamevestor dispute policy. The Gamevestor teams adopt a proactive approach by continuously monitoring the video game market and, in particular, the financial and commercial health of Project Owners, in order to anticipate or prevent any Project default.

Any difficulty identified during such monitoring, or through direct contact from the Project Owner with the Gamevestor teams, or detected during one of the regular contact points above mentioned, immediately triggers the entry of the Project Owner into an enhanced monitoring process. This process includes three levels of supervision prior to any contentious phase:

- "Healthy": with quarterly follow-ups;
- "Under Surveillance": with bi-monthly follow-ups;
- "Enhanced Surveillance": with monthly follow-ups.

Each level also includes additional monitoring checkpoints.

The evolution of the monitoring level is reported to the Gamevestor executive committee and to all Gamevestor teams.

In the event of default, breach of the Bond Subscription Form, or initiation of insolvency proceedings, the case is immediately referred to Gamevestor's partner law firm, specialized in litigation and debt recovery. The case is then closely managed by the law firm and the Gamevestor team, in the best interests of the Investors.

In addition, any difficulties encountered and potential remediation solutions are immediately assessed in coordination with the Project Owner and the Gamevestor executive committee.

Postponement or cancellation of a Project. Gamevestor disclaims all liability in the event of the postponement of a Project after the Campaign has been successful, or cancellation of a Project due to the failure to reach the All-Or-Nothing Goal, or pursuant to Section 12.

In the case of Cancellation of a Project, Investors' subscriptions and Pledges made are cancelled, and the amounts invested and/or given are reimbursed pursuant to the conditions set forth in Sections 7.2 and 7.3 of these Terms.

SECTION 12. CAN A PROJECT BE CANCELLED ?

During the Campaign :

- By the Project Owner: the Project Owner may cancel the Project at any time before the end date of the Campaign.
- By Gamevestor: at its sole discretion, notably in cases of non-compliance by the Project Owner with applicable Regulations, fraud, misrepresentation or provision of misleading information, receipt of a substantiated third-party notice or claim (including in respect of intellectual property infringement), or any conduct likely to damage the reputation or goodwill of the Project, the SPV, or Gamevestor.

In such cases, the Campaign shall automatically be deemed unsuccessful. The Backers and the Investors will be reimbursed accordingly pursuant to Sections 7.2 and 7.3 of this Agreement.

After the Campaign has been closed (success) and during the Project execution:

- By the Project Owner: through a buy-back mechanism, as provided under the Project Owner Terms. The buy-back consists in the Project Owner reimbursing the SPV an amount equal to the total amounts raised through Bonds subscription, according to an exit multiplier, minus the portion that might not have been paid to the Project Owner. Further, the Rewards owed to Backers will still be due. However, if the Project is not published within two (2) years as of buy-back date, the Pledges shall be partially reimbursed to Backers by the Project Owner under the terms and conditions set forth agreement between the Project Owner and the SPV (the "**SPV Agreement**"). In such case, and for the sole purpose of enabling the delivery of Rewards (if any), Backers expressly agree that Gamevestor may share their full name and delivery address with the Project Owner.
- By Gamevestor: pursuant to the Project Owner Terms, notably in the event of a material breach (such as delay, non-delivery, or compliance with binding obligations).
- By Investors (through the SPV): pursuant to the Bond Subscription Forms and the SPV Agreement, including in cases of material breach, for convenience, or insolvency of the Project Owner.

In the event of termination for material breach, the Project Owner may be required to reimburse all or part of the amounts already received, as well as any legal or recovery costs incurred by the SPV, in accordance with the applicable contractual provisions. However, Gamevestor does not give any warranty that INVESTORS will be reimbursed: In most cases, it is neither fair nor financially viable to require such reimbursement, particularly if the Project Owner has made diligent efforts with the Project or simply lacks the necessary funds.

SECTION 13. YOUR CLAIMS

Any Visitor or Member (regardless of its status) may submit a complaint to Gamevestor free of charge. The complaint procedure is available in the contact page of the Gamevestor Website available at gamevestor.co/contact.

All complaints must be submitted using the official complaint form available on the Gamevestor Website and uploaded on the contact page if available, or sent as attachment to management@gamevestor.co.

To determine whether your complaint is admissible, the Head of Complaints will verify that the form has been correctly completed, that the information provided is clear, and that all required supporting documents have been submitted. If this is not the case, the Head of Complaints will promptly send a notice explaining the reasons why the complaint cannot be accepted and will invite you to complete or amend your request.

Gamevestor will acknowledge receipt of the complaint within a maximum of ten (10) business days from the date of receipt. A response will be provided within a maximum of two (2) months, except in duly justified exceptional circumstances. If Gamevestor is unable to respond within that period, the complainant will be informed of the reason for the delay and the estimated date by which a response will be provided.

In the event of a disagreement regarding the handling or outcome of a complaint, the Visitor or Member may refer the matter to the mediation service of the Autorité des marchés financiers (AMF): www.amf-france.org/Le-mediateur-de-l-AMF/Presentation.html.

All complaints are kept on record by Gamevestor for a period of five (5) years. The Head of Complaints is the Investor Relations Advisor, Mr. Ivan MARCHAND.

By accepting these Terms, the Investor authorizes Gamevestor to represent their interests in relation to the Project Owner, particularly concerning the payment of interest, debt recovery, and reimbursements. The Investor agrees to address all claims directly to Gamevestor and not to contact the Project Owner.

SECTION 14. OUR RUN-OFF MANAGEMENT STRATEGY

Gamevestor has entered into a run-off management agreement with the company Treize37 (EasyCrowd), acting as a payment service provider's agent, shall be responsible for managing the continuation of ongoing operations in the event of Gamevestor's cessation of activity, within the strict framework of its regulated crowdfunding services.

For this purpose, Gamevestor shall transmit to Treize37 (EasyCrowd) all information provided by Members (and notably Investors) during the registration process, in order to enable Treize37 (EasyCrowd) to implement the Business Continuity Plan and ensure the provision of essential services.

SECTION 15. WHAT ARE YOUR UNDERTAKING TOWARDS US

Each Visitor or Member is generally required to:

- comply with the access conditions of the Gamevestor Website ;
- use the Services offered on the Gamevestor Website in accordance with their intended purpose;
- provide accurate and truthful information regarding their identity and profile;
- complete all mandatory forms and sign any agreement marked as compulsory on the Gamevestor Website, failing which their Account may be immediately closed;
- act fairly and in good faith towards Gamevestor and other Visitors or Members;
- refrain from making any commitments on behalf of a third party;
- refrain from engaging in any activity on the Gamevestor Website that could disrupt, or attempt to disrupt, the proper functioning of the Website, its Services, Projects, Campaigns, or Project Owners.

The Visitor or Member agrees to use the Gamevestor Website under the conditions set forth in these Terms, and in compliance with applicable Regulations.

They are solely responsible for any information, data, comments, images, or, more generally, any content they transmit through the Gamevestor Website, and hereby waive any claim against Gamevestor for infringement of image rights, honor, reputation, or privacy.

Gamevestor shall not be held responsible for any elements disclosed voluntarily by a Visitor or Member, nor for the accuracy of the data provided or any consequences arising from the dissemination of such data to third

parties. No Visitor or Member shall publish any content for which they do not hold the necessary rights for reproduction, representation, and public communication.

Gamevestor reserves the right to:

- immediately and without notice remove any content that, in its sole discretion, violates these Terms or any applicable Regulation;
- immediately and without notice suspend any content that is subject to a third-party claim alleging rights infringement ;
- immediately and without notice suspend or delete the Account of any Member who has published prohibited content in violation of Regulations;
- cancel any service offer made to a Member in the event of a breach of these Terms or applicable Regulations.

The Visitor and Member acknowledge and agree that their use of the Gamevestor Website is under their sole responsibility and that Gamevestor shall not be held liable for any direct or indirect damages resulting from the use of the Gamevestor Website or the information displayed on it.

SECTION 16. WHAT ABOUT YOUR PERSONAL DATA AND PRIVACY ?

This Section applies solely to the Gamevestor Website and does not apply to third-party websites referred to in Sections 15 of these Terms. Gamevestor therefore invites Visitors and Members to refer to each of these websites to learn about their own policies on the collection and use of personal data.

16.1. Data collected

By using the Gamevestor Website, the Visitor or Member acknowledges having read and accepted the processing of their Personal Data by Gamevestor, in accordance with applicable law and the provisions of the Privacy Policy.

The data collected through the Gamevestor Website and subsequently processed by Gamevestor are those voluntarily provided by Visitors or Members, particularly via registration and subscription forms.

Gamevestor is committed to adhering to good conduct rules, including professional secrecy and the protection of collected data.

16.2. Natural persons

For a Member who is a natural person, the data collected includes, at a minimum: last name, first name, a valid email address, and a password.

For an Investor or a Project Owner who is a natural person, the data collected, in addition to the above, includes: a valid mobile phone number, date of birth, country of birth, postal code and city of birth, department of birth, nationality, residential address, tax residence address (for non-French tax residents), a valid identity document, and a tax certificate for non-French tax residents.

For a Member who is a natural person, the data collected, in addition to the above, includes : date of birth, country of birth, nationality and residential address.

16.3. Legal entities

For a Member that is a legal entity, the data collected includes, at a minimum: the last name, first name, valid email address, and password of the legal representative.

For an Investor or a Project Owner that is a legal entity, the data collected, in addition to the above, includes:

- **For the legal representative and all company's beneficial owner(s):** a valid mobile phone number, date of birth, country of birth, postal code and city of birth, department of birth, nationality, residential address, and a valid identity document;

- **For the company:** corporate name, legal form, company registration number (SIRET), tax regime, registered office address, an extract from the trade register (K-bis) dated less than three months, up-to-date articles of association, a document identifying the company's beneficial owner(s), and the list of such beneficial owners.

If the Investor, whether a natural or legal person, wishes to transfer all or part of the balance from their Wallet to their personal bank account, they must first provide the relevant banking information and a bank account identification document (RIB).

For a Backer that is a legal entity, the data collected, in addition to the above, includes: for the legal representative holding the Account, date of birth, country of birth, nationality and residential address ; and for the company, corporate name, legal form, and company registration number (SIRET).

16.4. Purposes of the data processing

For the proper functioning of the Gamevestor Website, personal data are collected and used in order to:

- identify the Visitor or Member and verify their compliance with these Terms;
- ensure the proper processing of Bond subscriptions;
- respond to any request from administrative or judicial authorities;
- strengthen and personalize communication with Members, including by sending newsletters for informational or commercial purposes. Members who no longer wish to receive newsletters from Gamevestor may unsubscribe directly via the newsletter or adjust their preferences in the "Profile > Manage my contact details" section of their Account.

Automatically collected data include the Visitor's IP address, which is used for IT system management and analysis of Gamevestor Website usage.

Gamevestor reserves the right to use a Visitor's IP address, in cooperation with their Internet service provider, to identify the Visitor if it deems such action necessary to enforce these Terms or protect its services, its clients, other visitors or Members, or at the request of judicial authorities.

Gamevestor undertakes to retain Visitors' personal data only for the period strictly necessary to achieve the purposes for which they were collected and to ensure the security and confidentiality of such data in accordance with applicable Regulation. Data from Visitors who have not completed registration as Members will be destroyed after one (1) year, beyond regulatory or operational retention requirements.

It is noted that the PSP is subject to legal obligations requiring it to retain certain data for regulatory compliance purposes, including but not limited to anti-money laundering, anti-fraud, counter-terrorist financing, and tax obligations. These obligations may relate to information concerning financial transactions carried out by Members on the Gamevestor Website.

16.5. Right of access and rectification of Your personal data

Each Member is solely responsible for the use of their login credentials. In accordance with Article 34 of French Law No. 78-17, any Member may, at any time, access their personal data or request their rectification, completion, clarification, update, or deletion by sending a simple letter to Gamevestor's registered office (as indicated in the header of these Terms) or by email at support@gamevestor.co, specifying their full name, date and place of birth, postal address, and email address.

Members are responsible for updating their own personal information in their Account.

They may request the deletion of their Account by sending an email to support@gamevestor.co, indicating their full name and the reason for the deletion request.

16.6. Subcontracting

In the context of providing Services on the Gamevestor Website, Gamevestor may engage subcontractors who may be authorized to access Members' personal data when strictly necessary for the performance of the

relevant Services. In such cases, Gamevestor, as the data controller, shall ensure that its subcontractors provide sufficient guarantees for data processing, take appropriate technical and organizational measures, and comply with the General Data Protection Regulation (Regulation (EU) 2016/679 – GDPR).

By accepting these Terms of Use, You consent to your personal data being communicated to such subcontractors.

SECTION 17. OUR LIMITED LIABILITY

Gamevestor shall **not** be liable to any Visitor or Member for any loss or damage that they may suffer as a result of:

- relying on the completeness, accuracy, or existence of any advertisement, or on any relationship or transaction between a Visitor or Member and any company and/or third party whose hyperlink and/or advertisement appears on the Gamevestor Website;
- any change, temporary suspension, or permanent discontinuation by Gamevestor of any information or Services offered on the Gamevestor Website;
- any failure by a Member to provide Gamevestor with accurate information relating to their Account;
- any inability by a Member to securely and confidentially store their password or Account information;
- any action or misrepresentation by Project Owners;
- any malfunction, operational error, or mishandling by a Member;
- any failure, unreliability, or malfunction of network operators or Internet access providers.

No advice or information, whether oral or written, obtained by a Visitor or Member in the course of using the Gamevestor Website shall create any warranty not expressly provided for in these Terms.

Gamevestor's liability shall only be incurred under general law, and solely for direct and foreseeable damages suffered by the Visitor or Member, in accordance with Articles 1150 et seq. of the French Civil Code.

To the extent permitted by law, Gamevestor's liability for direct damages shall not exceed the amount of hundred thousand euros (€ 100 000) for the entire duration of these Terms.

Gamevestor provides Members with informational content relating to the presentation of Projects, which may cover legal, accounting, or tax matters, in order to facilitate understanding of such Projects. However, this content does not contain and does not constitute legal, accounting, tax, or investment advice of any kind.

The information presented is provided for illustrative purposes only and does not constitute any promise or representation as to future results. No guarantee is given by Gamevestor as to the achievability of any projections, objectives, or estimates, and Gamevestor shall not be held liable for their non-fulfilment.

17.1. Warranties

Gamevestor provides no express or implied warranties, including, without limitation, warranties of quality, fitness for a particular purpose, or non-infringement, concerning the Services or information made available on the Gamevestor Website, or the Visitors and Members' use thereof.

17.2. Breaches Committed by Third Parties

Gamevestor shall not be held liable for any damages resulting from the conduct of third parties, in particular for contractual or tortious breaches committed by Project Owners (whether in the use of funds raised, compliance with applicable rules governing their relationship with Investors and the SPV during or after the fundraising campaign), or by any other partner whatsoever.

SECTION 18. FEES & COSTS

The use of the Gamevestor Website is free of charge.

The fees and costs related to Campaigns conducted through the Gamevestor Website are borne directly by the Project Owner, based on a rate ranging around **8% (excluding VAT)** of the total amount collected (through Bonds subscription and Pledges).

The Project Owner shall support an additionnal fee for the services provided by Gamevestor after the success of the Campaign, which corresponds to 14% (excluding VAT) of the share of net revenue due to the SPV pursuant to the SPV Agreement and as set forth in the Project Owner Terms (See. Section 11).

Please note that, in the event of a Gamevestor management run-off, unanticipated costs or fees may arise for Investors and may be borne by or payable to the SPV. Such costs may negatively impact the Investors' return rates.

SECTION 19. IT SECURITY AND FRAUD PREVENTION

Identity check. Gamevestor reserves the right to request supporting documents at any time in order to verify the identity of any Member, particularly in cases of suspicious behavior or unusual activity.

Cooperation with authorities. Gamevestor will cooperate fully with competent authorities in the event of any investigation into fraudulent or suspicious activities.

Notification. Members will be informed in the event of their Account being blocked or suspended by Gamevestor for security reasons. However, certain actions may be taken without prior notice to protect the integrity of Gamevestor.

Members responsibility. Members shall take all necessary measures to ensure the protection and confidentiality of their login credentials and passwords. Gamevestor shall not be held liable for any loss or damage resulting from fraudulent use of such credentials.

Personal use of the Gamevestor Website and Services. Members undertake to use the Gamevestor Website and its Services strictly for personal purposes, and not to allow any third party to use them on their behalf or for their own Account, unless they assume full responsibility for such use. Gamevestor shall presume that any person using the Gamevestor Website and its Services on behalf of a Member has the necessary authority to do so, unless prior written notice to the contrary has been given by the Member to Gamevestor.

If an unauthorized use of the Gamevestor Website occurs, or if a Member becomes aware that a third party (other than Gamevestor employees) has accessed their account, they must immediately notify Gamevestor by email at support@gamevestor.co.

Authorized payment methods. The only authorized payment methods on the Gamevestor Website are credit/debit cards held in the name of the account holder and bank transfers made from the account holder's personal bank account. Use of any other means of payment is strictly prohibited and may result in the blocking or deletion of the Account concerned.

Transaction Review. Gamevestor reserves the right to review, analyze, and verify transactions to detect any suspicious or non-compliant activity.

Data Retention. Data relating to transactions and attempted fraud shall be retained for a minimum period of five (5) years, in accordance with applicable Regulations.

Updating of information. Members must ensure that their personal information remains up to date. Any change that may affect the security of their Account must be reported to Gamevestor without delay.

Right to Refuse Transactions. Gamevestor reserves the right to refuse any transaction deemed to present a high level of risk, even if such transaction is subsequently found not to be fraudulent.

Liability in Case of Hacking. In the event of hacking or a security breach, the Member shall be held liable if such breach results from disclosure of their password or negligence on their part.

Detection and consequences of banking fraud. Any Account shall be automatically blocked in the event of banking fraud. Such fraud includes, without limitation, the use of a credit card or bank account not belonging to the holder of the Account, or the submission of unjustified or abusive chargeback requests.

The Account of a Member may also be blocked by the PSP, which is likewise subject to anti-money laundering and counter-terrorist financing (AML-CFT) regulations.

Fraud-Related Fees. In the event of fraud detection, all costs and fees arising from such fraudulent activity shall be charged back to the relevant Member. These amounts shall be paid to Gamevestor or automatically deducted from their Wallet. Any refunds or redemption premium due to the Investor concerned will be frozen until full payment of the amounts due.

Legal Action. Gamevestor reserves the right to bring the matter before the competent courts in the event of fraud or attempted fraud.

SECTION 20. EVIDENCES

General provisions. In accordance with Articles 1366 et seq. of the French Civil Code, the Visitor or Member, acknowledges and agrees that:

- information provided by Gamevestor via email or on the Gamevestor Website shall be deemed authentic and have the same evidentiary value as a written document;
- all data recorded in a reliable, permanent, and secure manner in Gamevestor's computer systems - including orders, confirmations, notifications, access, withdrawals, and reimbursements - shall be considered as conclusive evidence between the Parties unless proven otherwise.

Logging of Visitors and Members activity. The Visitor or Member acknowledges and expressly agrees that all actions performed while using the Gamevestor Website may be recorded, including:

- the submission of information through data entry forms (registration, subscription, etc.);
- any clicks on hyperlinks or elements of the Gamevestor Website interface using any device (keyboard, mouse, touchscreen, etc.) and any electronic system (computer, tablet, smartphone, etc.).

Such recordings are made to meet Gamevestor's legal and regulatory obligations and may be transmitted to administrative or judicial authorities, including the AMF (Autorité des marchés financiers).

Recording of documents and subscription forms. Members acknowledge and expressly agree that any document, agreement, or form made available to them on the Gamevestor Website and executed via an Electronic Signature process provided by YouSign shall be recorded and digitally archived for a period of five (5) years. These records may be communicated to competent administrative or judicial authorities, including the AMF, in compliance with applicable Regulations.

SECTION 21. FORCE MAJEURE

Neither Gamevestor nor You shall be liable for any delay or failure to perform their obligations under these Terms due to an event of force majeure, as defined in Article 1218 of the French Civil Code. The obligations so suspended shall resume once the effects of the event causing the failure have ceased, within a period consistent with prevailing circumstances.

SECTION 22. CONFLICTS, GOVERNING LAW & JURISDICTION

To ensure the protection and primacy of Investors' interests, and in accordance with its status as a **ECSP**, Gamevestor has implemented a **conflict of interest management policy** and a **risk mapping framework** designed to identify, prevent, and resolve potential or actual conflicts of interest, if any.

These Terms are governed, interpreted and enforced in accordance with French law. The French language shall prevail in the interpretation of these Terms in case of dispute. Subject to mandatory provisions of law, the courts within the jurisdiction of the Court of Appeal of Paris shall have exclusive jurisdiction over any dispute arising out of or relating to Terms.