

## MODERATORS PROGRAM TERMS AND CONDITIONS

These Terms and Conditions apply to members of Gameloft's forums moderators program ("Program") and governs your rights, obligations and restrictions regarding your participation in the Program. You are only authorized to participate if you agree to abide by all applicable laws and these Terms and Conditions. By participating in the Program, you agree to be bound by these Terms and Conditions.

We may modify these Terms and Conditions from time to time and such modifications shall be effective upon posting on the Program. You will be deemed to have agreed to any such modifications by your further participation in the Program after any such modification is posted. It is therefore important that you review these Terms and Conditions regularly to ensure you are updated as to any changes. If you do not agree with the modifications, please cease participating in the Program immediately.

- 1. Relationship of Gameloft and Moderator.** Gameloft's forums moderators ("Moderator") are not Gameloft's employees or agents. Moderator and Gameloft are independent parties and nothing in these Terms and Conditions should be construed as making the Moderator an employee of Gameloft, its parent company or any of its subsidiaries or affiliates. Moderators are chosen for their knowledge of the game, their exemplary behavior on the forum and the help they have brought to the other members. Gameloft may decide at its sole discretion for any reason and at any time to revoke the Moderator and to terminate the Program.
- 2. Compensation.** You acknowledge and agree that you shall not be entitled to nor expect any compensation (monetary or otherwise) in connection with the Program. The Program is a volunteer-only program. Gameloft will not reimburse the Moderator for any expenses incurred in performing any services in relation to the Program.
- 3. Representations and Warranties.** You represent and warrant that (i) you abide by the Conditions of Use of Gameloft services and these Moderators Program Terms and Conditions (ii) you are at least eighteen (18) years of age and have the full power and authority to participate into this Program and to perform the acts required of you hereunder (iii) you have no criminal record nor penal or civil sentences; (iv) you shall not participate in any of the following activities : promoting illegal or tortious activities or conduct that is abusive, threatening, obscene, defamatory or libelous; communicating content that is ethnically, racially, religiously, culturally or sexually offensive; communicating or circulating photos and/or pictures that are sexually explicit or pornographic; depicting anyone or anything that is crudely vulgar or grossly deficient in civility and any other content contravening good moral standards; attempting to circumvent, disable or otherwise interfere with security-related features of Gameloft services or features that prevent or restrict use of any content or enforce limitations on use of Gameloft services. You will immediately be banned from the Program if you are found to be participating in any one of these activities.
- 4. Confidentiality.** You may, during this Program have access to and acquire knowledge, data and other information concerning the operation, business plans or opportunities of us or our affiliates or partners that may not be known to the general public such as proposed releases, release dates, and game plots ("**Confidential Information**"). Confidential Information does not include information that is known by you at the time of receipt from us and is not subject to any non-disclosure obligation or is generally known to the industry through no fault of you. You shall not use or disclose to any third party any Confidential Information without our prior written approval, which we may withhold in our sole discretion. Nor shall you disclose to us any confidential information of any third party unless you are expressly authorized in writing by such third party to do so. You shall not share, gather, or circulate personal contact information or other users' contact information such as real names, email addresses, phone numbers, home address, passwords. Without limiting the generality or extent of the foregoing, you shall protect any Confidential Information from unauthorized use or disclosure with the same degree of care, but

no less than reasonable care, as you use to protect your own confidential information of like nature. If you are directed to disclose any portion of the Confidential Information in conjunction with a judicial proceeding or arbitration, you shall immediately notify us and shall provide us with reasonable cooperation and assistance in obtaining a suitable protective order and in taking other steps to preserve confidentiality. Upon the termination of this Agreement or upon our request, you shall immediately destroy or return all Confidential Information. The obligations of confidentiality under these Terms and Conditions shall continue after the end date of your participation into this Program.

5. **Missions.** The Moderators will help out the community and Gameloft through the following missions:
  - i) Frequently take part in discussions on the forum, and answer members' questions ;
  - ii) Help clean the forum by moving the threads and posts to the correct place;
  - iii) Issue warning messages to forum members not complying with forums' guidelines and Conditions of Use of Gameloft services.
  - iv) Liaise with Gameloft's community managers at any time during the Program.

Moderators will have a special 'Moderator' user title but in no event Moderators are considered as official Gameloft representatives.

6. **Misrepresentation.** The Moderator may not misrepresent or falsify their relationship with Gameloft, their mission, any reporting or communication and any services or products offered by Gameloft.
7. **Reserved Rights.** If you fail to comply with any of these rules and guidelines, we may suspend or terminate your Program.