

# Anti-Cheat Expert Terms of Service

Please read these terms of service (the "**Agreement**" ) and our Privacy Policy ( "**Privacy Policy**" ) carefully because they govern your use of the services provided by Aceville Pte Ltd. ( "**Company**" , "**we**" , "**us**" or "**our**" ). Our provision of the services as described in this Agreement may be accessible through our website located at <https://intl.anticheatexpert.com> (the "**Site**" ). This Agreement governs your use of the Site, any software you may obtain from the Site (the "**Software**" ) and our associated services. To make this Agreement easier to read, the Site, the Software and associated services are collectively called the "**Services**" . You agree to be legally bound to this Agreement between you ( "**Customer**" , "**you**" , or "**your**" ) and Company.

## 1. Agreement to Terms.

Unless you have read and accepted all the terms in this Agreement, you may not access or use any of the Services. By registering an Account (as defined below) for the Services, logging in, downloading, installing, purchasing, and/or using the Services, you are deemed to have read and agreed to be bound by this Agreement. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement. In that case, "you" and "your" will refer to that company or other legal entity.

## 2. Account

If you want to use certain features of the Services, you will have to create an account (the "**Account**" ). It is important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information to keep it accurate, complete and up-to-date. If you do not, we might have to suspend or terminate your Account and/or the Services. You agree that you will not disclose

your Account password to anyone and you will notify us immediately of any unauthorized use of your Account. You are responsible for all activities that occur under your Account, whether or not you know about them. You may access and use the Services only if you are capable of forming a binding contract with Company and are not barred from using the Services under applicable law.

### **3. Rights to Access and Use the Service.**

Subject to the terms and conditions of this Agreement, Company grants you a non-exclusive, non-transferable and limited right and license to access and use the Services, including a right and license embed the Anti-Cheat Expert Software in one (1) or more gaming program published or distributed by you as mutually agreed by us (each, a **“Permitted Program”** ). With respect to Software and Services that require a payment, you agree that your rights to access and use such Software and Services are limited to the term of the Software and Services you pay for. Company reserves all rights in the Software and Services not expressly granted to you in this Agreement.

### **4. Privacy Policy.**

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.

### **5. Changes to this Agreement.**

We may update this Agreement at any time, in our sole discretion. If we do so, we will let you know either by posting the updated Agreement on the Site or through other communications. It is important that you review the Agreement whenever we update it or you use the Services. If you continue to use the Services after we have posted an updated Agreement, you are agreeing to be bound by the updated Agreement. If you do not agree to be bound by the updated Agreement, then you may not use the Services anymore.

## 6. Updates to the Services.

Company may provide you with updates to the Services from time to time (such updates may take the form of function replacements, modifications, function enhancements, version upgrades, etc.) (collectively “**Updates**”). You are required to and you agree to implement and otherwise utilize such Updates once they are made available to you. After Updates are offered, features of the Services that were previously provided may no longer be available.

## 7. Risks for Using the Services.

Except as needed for your use of the Services, and as otherwise required by applicable laws and regulations, we will not, without legitimate authorization, collect, access or use personal information or data from you or your end users, and will only use such data to provide you Services. However, if, in order to provide services to end users while using the Services in connection with your Permitted Programs requires the sharing of end users’ personal information with us or collecting part of such information through the Services:

(a) you agree to explain to your end users that you will share their personal information with Company in connection with their use of the Permitted Programs, and your use of the Software in such Permitted Programs and will include appropriate disclosure language in your privacy policy in accordance with applicable law. You further agree that you will only share end users’ personal information with us with the end users’ prior written consent;

(b) with respect to any personal information provided by us, you should only use such data in accordance with the statements provided by us;

(c) you will respond to requests made by end users to exercise their rights in accordance with current data and privacy protection laws and regulations. When an end user requests to delete his/her personal information, you will provide the end user with methods to modify or delete such data, so that they could complete the modification or deletion procedures by themselves. You should also ensure that the relevant data is completely deleted or anonymized and cannot be restored. In the event that we request deletion of such data, you will delete the same.

Your use of the Services is at your own risk. You understand and agree that there is a risk of your Permitted Programs crashing in connection with your use of the Services and you are responsible for all consequences in this regard. You will perform stability tests of your Permitted Programs and implement crash reporting solutions in your Permitted Programs in connection with your use of the Services.

You understand and agree that the Services only provide the ability to handle the existing and general plug-ins known to the Services.

## **8. our End User EULA.**

You agree to include language in your end user license agreement or terms of service you enter into with the end users of Permitted Programs (the “**End User EULA**” ) that will restrict such end users’ ability to access and use the Software and Services in a manner consistent with the terms of this Agreement. You acknowledge and agree that Company is not party to any End User EULA you enter into with the end users of your Permitted Programs.

Furthermore, you understand and agree that the Services will use the processor, bandwidth and other resources of your end users’ devices in connection with their use of the Permitted Programs and you will make appropriate disclosures in the End User EULA in this regard.

You understand and agree that Company cannot guarantee the security of you and your end users' data, including, but not limited to, the following circumstances:

- (a) Company is not responsible for deletion or failure of storage of you or your end users' data;
- (b) Company is entitled to decide the duration for data storage in accordance with applicable law.

You can back up your data on your own according to your own needs; and

(c) if you stop using the Services or if the Services are terminated or canceled, Company can permanently delete your or your end users' data from Company's servers. When Services are stopped, terminated or canceled, unless otherwise agreed in writing, Company is not obligated to return any data to you.

You and your end users will bear the risks that are beyond control of Company in connection with your use of the Services, such as loss or leakage of personal information due to force majeure events or data breaches that are attributed to you and your systems.

## **9. Data Processing Agreement.**

You shall only collect, use, transfer, disclose, or otherwise process personal information in accordance with the Data Processing Agreement in Addendum 1 (which forms an integral part of this Agreement) and in any case, in accordance with all applicable laws including applicable data protection law.

## **10. Links to Third-Party Websites or Resources.**

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

## 11. Information or Content You Provide.

You will not use the Services or your Account to produce, copy, publish, or disseminate information or content that interferes with operation of the Services or the rights of third parties, including, but not limited to, the following:

(a) publishing transmitting, disseminating or storing content that violates the laws and regulations of any applicable country; endangers national security, unity, social stability; is against public policies and order, social morality; insults or slanders others and/or contains any sexual content, sexual connotation or violence;

(b) publishing, transmitting, disseminating or storing content that infringes upon other people' s reputation rights, Intellectual Property Rights (as defined below), and other legitimate rights;

(c) relating to others' privacy, personal information or materials; and

(d) publishing transmitting or disseminating harassment, advertising or spam information.

## 12. Services Restrictions.

You will not engage in any of the following acts in connection with your use of the Services except as expressly permitted in this Agreement, permitted by law or by Company' s written permission:

(a) copy, modify or create derivative works based on the Services;

(b) distribute, transfer, sublicense, lease, lend or rent the Services to any third party;

(c) reverse engineer, decompile or disassemble the Services;

- (d) make the functionality of the Services available to multiple users through any means;
- (e) delete information in connection with copyright of the Services and its copies;
- (f) use, lease, lend, copy, modify, link, reproduce, compile, release, publish or establish a mirror site, etc. the content, in and to which Company owns Intellectual Property Rights;
- (g) access, tamper with, or use non-public areas of the Services, Company' s computer systems, or the technical delivery systems of Company' s providers;
- (h) attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;
- (i) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Company or any of Company' s providers or any other third party (including another user) to protect the Services;
- (j) attempt to access or search the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Company or other generally available third-party web browsers;
- (k) send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (l) use any meta tags or other hidden text or metadata utilizing a Company trademark, logo URL or product name without Company' s express written consent;



(m) use the Services or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by this Agreement;

(n) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

(o) collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

(p) misrepresent your affiliation with any person or entity;

(q) copy, modify, add, delete, or mount the data of the Services and the data released to any terminal memory during the operation of the Services, the interactive data between servers, and the system data necessary for operation of the Services, or create any derivative works based thereon, by using plug-ins, add-ons or third-party tools/services unauthorized by Company to access to the Services and related systems;

(r) add, delete, change the functions or operating effects of the Services by modifying or forging the instructions and data, or operate or disseminate to the public the software and methods used for the purposes described above, regardless of whether such acts are for commercial purposes;

(s) login or use the Services through any third-party software, plug-in, add-on or system that are not developed or authorized by Company, or produce, publish, disseminate these tools;

(t) interfere with the Services and its components, modules and data on your own or by authorizing others or third-party software to do so;

- (u) submit and publish false information, or impersonate or otherwise use the name of others;
  - (v) induce other users to click on linked pages or share information;
  - (w) fabricate facts or conceal the truth to mislead or deceive others;
  - (x) infringe legitimate rights of others including their reputation rights, and Intellectual Property Rights;
  - (y) utilize any Services to engage in any illegal and/or criminal activities;
  - (z) reproduce or publish the methods or tools related to the above-mentioned acts, or operate or disseminate such methods or tools, whether or not for commercial purposes;
  - (aa) other acts violating laws and regulations, infringing the legitimate rights and interests of other users, interfering with normal operation of products or that are not expressly authorized by Company;
- or
- (ab) encourage or enable any other individual to do any of the foregoing.

### **13. Term and Termination.**

- (a) This Agreement will begin on your first use of or access to the Services and will remain in effect for as long as you continue to use the Services or, if applicable, for the length of the Services you have purchased, unless terminated earlier in accordance with this Section.
- (b) We may terminate your access to and use of the Services, at our sole discretion, at any time and without advance notice to you.

(c) Notwithstanding (b) above, with respect to Services that you have purchased, Company may terminate or suspend such Services, upon written notice to you only if:

(i) you have not paid any fees or other amounts owed to Company within 30 days after the applicable due date;

(ii) we reasonably believe that you have violated any applicable laws, or engaged in any fraudulent or deceptive activity, in connection with your (and/or your end users' ) use of the Services;

(iii) you entered into liquidation, administrative receivership, bankruptcy or makes any voluntary agreement with your creditors or is unable to pay your debts as they fall due;

(iv) we, at our sole discretion, terminate the provision of or access to the Services (1) in your jurisdiction or industry sector or field of business, or (2) for all of our users or customers;

(v) in accordance with other written agreements between us; or

(vi) you materially breach this Agreement and fail to cure to our reasonable satisfaction within 10 days following receipt of written notice from us with respect to such breach.

(d) Upon any termination, discontinuation or cancellation of the Services, the following Sections will survive: 4, 5, 7 to 21, and 23.

(e) Upon termination or expiration of this Agreement, you will promptly return to Company or destroy (in accordance with Company' s instructions) all Confidential Information of Company, the Materials (including, without limitation, the Software), and all copies and portions thereof, in all forms and types of media. Upon expiration or termination of this Agreement, including at the end of any purchase term, all rights and licenses granted under the Agreement will terminate and you must immediately cease to use any Services, the Materials and any other information or material provided by Company hereunder.

You will pay Company for any unpaid fees for Services already performed and any other unpaid costs incurred

by Company up to the expiration or termination.

## 14. Feedback.

Company welcomes feedback, comments and suggestions for improvements to the Services ( "**Feedback**" ). You grant to Company a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all Intellectual Property Rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

## 15. Ownership and License.

(a) For purposes of this Agreement: (i) "**Materials**" means works of authorship of any kind, text, graphics, images, music, audio, video, and information or other materials that are posted, generated, provided or otherwise delivered to you via the Services (but excluding the Software; (ii) "**Intellectual Property Rights**" means copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights.

(b) Subject to the foregoing and except for the license granted to you hereunder: (i) Company and its licensors exclusively own all right, title and interest in and to the Services and the Materials, including all associated Intellectual Property Rights; and (ii) Company grants you a non-exclusive, limited, royalty-free, worldwide, non-sublicensable right and license to, during the term, use the Materials solely in

connection with your permitted use of the Services. You acknowledge that the Services and Materials are protected by Intellectual Property Rights and other laws of the United States and other countries.

You agree not to

remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Materials.

## **16. Third Party Technology.**

The Services may use third-party software or technology including, without limitation, open source code and public domain code, when such use has been legally authorized. If the Services uses any third-party software or technology, Company will, in accordance with applicable laws and regulations, display relevant agreements or other documents which may be presented in the Services including on the Site or in the Software, which agreements or documents may be presented as "Software License Agreement" , "License Agreement" , "Open Source License" or other forms. The foregoing agreements or other documents presented through various forms are an integral part of this Agreement, and you will comply with such requirements. If you fail to comply with these requirements, such third party or competent state authority may bring lawsuit proceedings, impose fines or take other sanctions against you. You will be solely liable for such legal responsibilities. Any disputes arising from the third party' s software or technology used in the Services will be resolved by you and the third party. Company does not provide customer service support for third-party software or technology.

## **17. Indemnity.**

You will indemnify and hold harmless Company and its affiliates, and their respective officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and

costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with: (a) your access to or use of the Services; and (b) your violation of this Agreement.

## **18. NO WARRANTY.**

THE SERVICES ARE PROVIDED "AS IS" , WITHOUT WARRANTY OF ANY KIND AND YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **19. LIMITATION OF LIABILITY.**

COMPANY' S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNTS PAID TO COMPANY BY YOU FOR THE SERVICES OR, IN THE EVENT THAT COMPANY HAS MADE THE SERVICES AVAILABLE TO YOU WITHOUT CHARGE, COMPANY' S TOTAL LIABILITY WILL BE LIMITED TO ONE HUNDRED (\$100) USD. IN NO EVENT WILL COMPANY BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTION OR PERFORMANCE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING

NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **20. Confidential Information.**

All non-public, confidential or proprietary information of Company, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed to you, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, and you will not, and will not permit any third party to, disclose without Company's prior written consent. Confidential Information does not include information that is: (a) in the public domain; (b) known to you at the time of disclosure; or (c) rightfully obtained by you on a non-confidential basis from a third party. Company will be entitled to injunctive relief for any violation of this Section. You agree to use Company's Confidential Information only to make use of the Services.

## **21. Governing Law and Disputes.**

This Agreement will be governed and construed in accordance with the laws of Singapore, including all matters of construction, validity, and performance, in each case without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any dispute, controversy, or claim arising in any way out of or in connection with this Agreement, including the existence, validity, interpretation, performance, breach or termination of this

Agreement, or any dispute regarding pre-contractual or non-contractual rights or obligations arising out of or relating to it will be referred to and finally resolved by binding arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre in force when the notice of arbitration is submitted. The seat of the arbitration will be Singapore and the language will be English. All proceedings will be confidential and there will be one arbitrator only.

Judgment upon the award rendered by the arbitration tribunal may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with this Agreement.

## **22. Your Co-Operation.**

(a) You will: (i) ensure that only you including your authorized personnel, may use the Services; (ii) cooperate with Company in all matters relating to the Services as may reasonably be requested by Company, for the purposes of performing the Services; (iii) respond promptly to any Company request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Company to perform Services in accordance with the requirements of this Agreement; (iv) provide such information as Company may reasonably request to carry out the Services in a timely manner; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to your use of the Services before the date on which the Services are to start.

(b) If Company's performance of its obligations under this Agreement is prevented or delayed by any your acts or omissions or your agents, subcontractors, consultants or employees, Company will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or



losses sustained or incurred by you, in each case, to the extent arising directly or indirectly from such prevention or delay.

## **23. General.**

You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Company's prior written consent, and any attempt by you to do so, without such consent, will be void. Company may freely assign or transfer this Agreement without your consent. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. Any notices or other communications provided by Company under this Agreement, including those regarding modifications to this Agreement, will be given: (a) via email at [support@anticheatexpert.com](mailto:support@anticheatexpert.com); or (b) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect. This Agreement (including the Privacy Policy) is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and Company have executed a separate agreement. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Company and will be deemed null.

## **24. Contact Information.**

If you have any questions regarding this Agreement, you may contact Company at [support@anticheatexpert.com](mailto:support@anticheatexpert.com).

# ADDENDUM 1

## ANTI CHEAT EXPERT - DATA PROCESSING AGREEMENT

### BACKGROUND:

(a) This data processing addendum is between Aceville Pte Ltd. (the “Company” ) and the Customer that has agreed to the terms of service (the “Data Controller” ) and incorporates the terms and conditions set out in the Annexes hereto (collectively, the “Addendum” ) and is made pursuant to the terms of the terms of service agreed to by the Data Controller (the “Agreement” ).

(b) The Data Controller has appointed Company to provide services to the Data Controller. As a result of its providing such services to the Data Controller, Company will store and process certain personal information of the Data Controller, in each case as described in further detail in Appendix I (Processing Details).

(c) The Addendum is being put in place to ensure that Company processes Data Controller’ s Personal Data on Data Controller’ s instructions and in compliance with the Applicable Data Protection Laws (as defined below).

### 1. Definitions

a. For the purposes of this Addendum, the following expressions bear the following meanings unless the context otherwise requires:

“Applicable Data Protection Laws” means (i) the General Data Protection Regulation 2016/679 (the

“ **GDPR** ” ); (ii) the Privacy and Electronic Communications Directive 2002/58/EC; (iii) the UK Data Protection Act 2018 ( “ **DPA** ” ), the UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, and the Privacy and Electronic Communications Regulations 2003; (iv) the California Consumer Privacy Act of 2018 (the “ **CCPA** ” ); and (v) any relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument which implements any of the above or which otherwise relates to data protection, privacy or the use of personal data, in each case as applicable and in force from time to time, and as amended, consolidated, re-enacted or replaced from time to time;

“ **Controller to Processor Clauses** ” means, as relevant, (i) in the case of transfers outside the European Economic Area ( “ **EEA** ” ), the standard contractual clauses for the transfer of Personal Data to data processors established in third countries set out in the Commission Decision of 5 February 2010; (ii) in the case of transfers outside the UK, any equivalent clauses issued by the relevant competent authority of the UK in respect of transfers of Personal Data from the UK; or (iii) in the case of transfers outside any other jurisdiction that requires such transfer to be effected by lawful means of contract, the lawful form of contract for the transfer of Personal Data from data controllers to data processors established in Third Countries approved by the relevant competent authority of such jurisdiction, and in each case as in force and as amended, updated or replaced from time to time;

“ **Data Subject** ” means the living individuals who are the subject of the Personal Data;

“ **Personal Data** ” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**“Process”** , **“Processed”** or **“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

**“Processor to Processor Clauses”** means, as relevant, the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021, specifically including Module 3 (Processor to Processor), or any equivalent clauses issued by the relevant competent authority of the UK in respect of transfers of Personal Data from the UK, in each case as in force and as amended, updated or replaced from time to time;

**“Regulator”** means the data protection supervisory authority which has jurisdiction over a Data Controller’s Processing of Personal Data; and

**“Third Country”** means (i) in relation to Personal Data transfers from the EEA, any country outside of the scope of the data protection laws of the EEA, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time; (ii) in relation to Personal Data transfers from the UK, any country outside of the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time to time; and (iii) in relation to Personal Data transfers from any other jurisdiction, any jurisdiction outside of the scope of the data protection laws of such jurisdiction, excluding jurisdictions approved as providing adequate protection for Personal Data by the relevant competent authority of such jurisdiction from time to time.

## 2. Conditions of Processing

(a) This Addendum governs the terms under which Company is required to Process Personal Data on behalf of the Data Controller.

## 3. Company' s Obligations

(a) Company shall only Process Personal Data on behalf of the Data Controller and in accordance with, and solely for the purposes set out in the documented instructions received from the Data Controller from time to time; if the Company cannot provide such compliance for whatever reason (including if the instruction violates the Applicable Data Protection Laws), it agrees to inform the Data Controller of its inability to comply as soon as reasonably practicable, unless prohibited by that law.

(b) Company shall implement the technical and organizational security measures pursuant to the relevant Applicable Data Protection Laws, including those specified in Appendix II (Technical and organizational Security Measures) of this Addendum.

(c) Company without due delay, notify the Data Controller about a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data belonging to the Data Controller or any accidental or unauthorized access or any other event affecting the integrity, availability or confidentiality of the Personal Data belonging to the Data Controller.

(d) Company shall provide reasonable assistance in response to inquiries from any Data Controller or its Regulator relating to Company' s Processing of that Data Controller' s Personal Data and abide by any specific advice that the Regulator addresses to Company with regard to the Processing of such Personal Data.

(e) Company shall upon written request from the Data Controller from time to time provide the Data Controller with such information as is reasonably necessary to demonstrate compliance with the obligations laid down in this Addendum.

(f) Company shall permit the Data Controller at any time upon seven (7) days' notice, to be given in writing, to have access to the appropriate part of Company' s premises, systems, equipment, and other materials and data Processing facilities to enable the Data Controller to inspect or audit the same for the purposes of monitoring compliance with Company' s obligations under this Addendum. Such inspection shall:

(i) be carried out by the Data Controller or an inspection body composed of independent members and in possession of the required professional qualifications and bound by a duty of confidentiality, selected by the Data Controller, where applicable, in agreement with the Regulator; and

(ii) not relieve Company of any of its obligations under this Addendum.

(g) Where:

(i) a Data Subject exercises his or her rights under the Applicable Data Protection Law in respect of Personal Data Processed by Company on behalf of Data Controller, including Data Subjects exercising rights under Applicable Data Protection Laws (such as rights to rectification, erasure, blocking, access their personal data, objection, restriction of processing, data portability, and the right not to be subject to automated decision making); or

(ii) Data Controller is required to deal or comply with any assessment, enquiry, notice or investigation by the Regulator; or

(iii) Data Controller is required under the Applicable Data Protection Laws to carry out a mandatory data protection impact assessment or consult with the Regulator prior to Processing Personal Data entrusted to the Data Processor under this Addendum,

then Company will provide reasonable assistance to the Data Controller to enable Data Controller to comply with obligations which arise as a result thereof.

(h) Company shall carry out a request from Data Controller to amend, correct, block, transfer or delete any of the Personal Data to the extent necessary to allow Data Controller to comply with its responsibilities as a data controller.

(i) To the extent the Company Processes Personal Data in a Third Country, Company shall: comply with the data importer' s obligations set out in the Controller to Processor Clauses, which are hereby incorporated into and form part of this Addendum (with the processing details set out in Appendix I (*Parties and Processing Details*) and the technical and organizational security measures set out in Appendix II (*Technical and organizational security Measures*) applying for the purposes of

Appendix 1 or Annex I (as relevant) and Appendix 2 or Annex II (as relevant) of the Controller to Processor Clauses, respectively), and the Data Controller will comply with the data exporter' s obligations in the Controller to Processor Clauses; and for the purposes of (i) Clause 9 of such Controller to Processor Clauses, Option 2 ( "*General written authorization*" ) is deemed to be selected and the notice period specified in Clause 6.2 below shall apply, (ii) Clause 11(a) of such Controller to Processor Clauses, the optional wording in relation to independent dispute resolution is deemed to be omitted, (iii) Clause 13 and Annex I.C., the competent supervisory authority shall be the *Dutch Data Protection Authority*, (iv) Clause 17, Option 1 is deemed to be selected and the governing law shall be Dutch Law, and (v) Clause 18, the competent courts shall be the Dutch Courts;

(j) The Data Controller acknowledges and agrees that Company may appoint an affiliate or third party sub-processor to Process Data Controller' s Personal Data in a Third Country, in which case:

- (i) the Company shall execute the Processor to Processor Clauses, if applicable and available, with any relevant sub-processor (including affiliates) it appoints on behalf of the Data Controller; or
- (ii) if the Processor to Processor Clauses are not applicable and available, the Data Controller grants the Company a mandate to execute the relevant Controller to Processor Clauses (with the processing details set out in Appendix I (*Parties and Processing Details*) and the technical and organizational security measures set out in Appendix II (*Technical and organizational Security Measures*) applying for the purposes of Appendix 1 and Appendix 2, respectively) with any relevant sub-processor (including affiliates) it appoints on behalf of the Data Controller.

#### **4. Data Controller' s Obligations**

(a) The Data Controller warrants that: (i) the legislation applicable to it does not prevent Company from fulfilling the instructions received from the Data Controller and performing Company' s obligations under this Addendum; and (ii) it has complied and continues to comply with the Applicable Data Protection Laws, in particular that it has obtained any necessary consents or given any necessary notices (for the avoidance of doubt, including obtaining lawful consent of the parent or guardian where processing of children or minor data is involved), and otherwise has a legitimate ground to disclose the data to Company and enable the Processing of the Personal Data by the Company as set out in this Addendum.

(b) The Data Controller agrees that it will indemnify and hold harmless Company on demand from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Company arising directly or indirectly from a breach of this Clause 4.



## 5. Changes in Applicable Data Protection Laws

(a) The parties agree to negotiate in good faith modifications to this Addendum if changes are required for Company to continue to process the Personal Data belonging to the Data Controller in compliance with the Applicable Data Protection Laws or to address the legal interpretation of the Applicable Data Protection Laws, including (i) to comply with the GDPR, or UK GDPR, any national legislation implementing it and any guidance on the interpretation of their respective provisions; (ii) the Controller to Processor Clauses or the Processor to Processor Clauses, or any other mechanisms or findings of adequacy are invalidated or amended, or (iii) if changes to the membership status of a country in the European Union or the European Economic Area require such modification.

## 6. Sub-Contracting

(a) Data Controller hereby grants Company general written authorisation to engage the sub-processors set out in Appendix III (*Authorised Sub-processors*) (which may include Company's affiliates), subject to the requirements of this Clause 6.

(b) If Company appoints a new sub-processor or intends to make any changes concerning the addition or replacement of the sub-processors set out in Appendix III (*Authorised Sub-processors*), it shall provide the Data Controller with prior written notice, during which the Data Controller can object against the appointment. If Data Controller does not object, Company may proceed with the appointment. Company shall ensure that it has a written agreement in place with all sub-processors which contain obligations on the relevant sub-processors which are no less onerous on the relevant sub-processors than the obligations on Company under this Addendum.

(c) Company shall remain liable to Data Controller for the performance of the sub-processor's obligations if the sub-processor fails to fulfil its data protection obligation.

## 7. Termination

(a) Termination of this Addendum shall be governed by Section 13 of the Agreement.

## 8. Consequences of Termination

(a) Upon termination of this Addendum, Company shall:

(1) return to Data Controller all of the data and any copies thereof which it is Processing or has Processed upon behalf of Data Controller; or

(2) destroy all Personal Data it has Processed on behalf of the Data Controller after the end of the provision of services relating to the Processing, and destroy all copies of the Personal Data unless applicable law requires storage of such Personal Data; and

(3) cease Processing Personal Data on behalf of Data Controller.

## 9. Law and Jurisdiction

(a) Subject to Clause 9(b) of this Addendum, this Addendum and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in all respects in accordance with the governing law and jurisdiction clause of the Agreement.

(b) The law governing the Controller to Processor Clauses in respect of transfers from the European Economic Area shall be the law set out in those Controller to Processor Clauses.

## APPENDIX I

### PROCESSING DETAILS

#### A. List of parties

##### **Data controller(s)/ exporter(s):**

Name: The data exporter is the Customer as defined in the Agreement, or if the Agreement is entered into by an individual that is not acting on behalf of the Customer, that individual.

Address: The contact details you provide when you sign up for an account.

Contact person' s name, position and contact details: The contact details you provide when you sign up for an account.

Activities relevant to the data transferred under these Clauses: The data exporter has engaged the data importer to provide the services as described in the Agreement.

Role (controller/processor): Controller

##### **Company/ importer(s):**

Name: Aceville Pte Ltd.

Address: 1 Fullerton Road #02-095 One Fullerton Singapore 049213

Contact person ' s name, position and contact details: 1 Fullerton Road #02-095 One Fullerton Singapore 049213 Email: dpo@anticheatexpert.com

Activities relevant to the data transferred under these Clauses: The data importer has been engaged by the data exporter to provide the services as described in the Agreement.

Role (controller/processor): Processor

## B. Description of Transfer

### CATEGORIES OF Data Subjects WHOSE PERSONAL DATA IS TRANSFERRED

End Users of the Data Controller’s pc games and mobile games (for the avoidance of doubt, including mobile games played via PC emulator).

### CATEGORIES OF PERSONAL DATA TRANSFERRED

<p><b>Cheat tool monitoring and operations, and information used for identifying players and game operations</b></p>	<p>This data includes:</p> <ul style="list-style-type: none"> <li>• Game related data, including memory data and cheating related traces (e.g. changes to/ history of launch records and system registry data).</li> <li>• System procedures, including threads, hotkey and timer processes.</li> <li>• Network filters, including Windows Firewall rules and visited DNS.</li> <li>• Path and hashes related to game files.</li> <li>• System hooks, including system integrity information when the game is running.</li> <li>• User account information, including Account ID and server information.</li> </ul>
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<p><b>System information</b></p>	<p>This data includes:</p> <ul style="list-style-type: none"> <li>• Information about hardware.</li> <li>• Device information.</li> <li>• Network information, including server configuration and connection status.</li> <li>• Software information, including OS and drivers.</li> <li>• Process information, including icon hash and timestamp.</li> <li>• System information, including file and folder information, display settings and virtual memory</li> </ul>
<p><b>Security Authentication</b></p>	<p>Machine codes, including MAC address and various system hashes (including those relating to the OS, network, memory, drives, display and sound adapters) and various protocols.</p>
<p><b>Security – mobile device information</b></p>	<p><b>Security - device information (ACE SDK):</b></p> <ul style="list-style-type: none"> <li>• Android: game account, model number, system version, brand, CPU architecture, root or not, system boot time, whether to run in the emulator, country code and language, installed APK information, running processes information, host file, list of file names under the SD card app cache directory, app package name, app version, startup time, process name, in-game screen, whether connected to the VPN.</li> <li>• iOS: game account, model number, system version, IDFV, brand, CPU architecture, language region, jailbreak status, RAM and ROM space size, system boot time, recording status, plug-in files, app package name, app version, startup time, process name, in-game screen, whether connected to the VPN.</li> </ul>

<p><b>Security-PC emulator information</b></p>	<p><b>Security - (ACE Keeper EXE) :</b></p> <ul style="list-style-type: none"><li>• Windows operating system version;</li><li>• ACE Keeper SDK Version;</li><li>• Plug-in detection information:<ul style="list-style-type: none"><li>○ Single read: ACE Keeper process information (Get Process ID, Get Module File Name); ACE Keeper threads information (ZwQuery System Information); System suspicious device handle (ZwQuery System Information); System suspicious driver files (ZwQuery System Information, ReadFile); System kernel patch information (ReadFile, memcpy, memcmp)</li><li>○ 5 minute cyclic read: System suspicious process file (Enum Processes, Read File); System suspicious process memory (Virtual Query Ex, Read Process Memory); System suspicious process window (Find Window Ex); system Suspicious Registry (Reg Get Value)</li></ul></li><li>• Service crash dump information: open file, read file;</li><li>• Game account information: Open ID;</li><li>• Abnormal data analysis information: CPU serial number; network card MAC, disk serial number</li></ul>
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**SPECIAL CATEGORIES OF DATA (IF APPLICABLE)**

Any sensitive personal data contained in the Personal Data uploaded, generated or displayed by End Users in any of the information listed above.

**THE FREQUENCY OF THE TRANSFER (E.G. WHETHER THE DATA IS TRANSFERRED ON A ONE-OFF OR CONTINUOUS BASIS).**

Continuous basis depending on the Data Controller' s use of the services provided by the Company.

### **NATURE OF THE PROCESSING.**

The Company processes the Personal Data to: (1) monitor the behavior of intercepting software access/reading and writing of the game process and modules during the game running process to provide real-time interception services; (2) report and analyze the operating behavior of the player in the game and the PC environment information/files reported by the client to identify cheating accounts; (3) call the game voice interface to kick off/ban videos of cheating accounts; (4) analyze the logic of the game client to identify vulnerabilities; (5) analyze information such as dump files reported by players to improve service quality; (6) store information reported by players to support players when they complain.

### **PURPOSE(S) OF THE DATA TRANSFER AND FURTHER PROCESSING**

Processing of Personal Data for the purpose of detecting End Users' cheating behaviour in Data Controller' s games.

### **THE PERIOD FOR WHICH THE PERSONAL DATA WILL BE RETAINED, OR, IF THAT IS NOT POSSIBLE, THE CRITERIA USED TO DETERMINE THAT PERIOD**

For the duration of the Agreement, and/or for the period stated in any external-facing privacy policy of the Company (such as the ACE Keeper Privacy Policy) (as applicable), unless otherwise instructed by the Data Controller.

## **FOR TRANSFERS TO (SUB-) PROCESSORS, ALSO SPECIFY SUBJECT MATTER, NATURE AND DURATION OF THE PROCESSING**

As set out above for the Company.

## **APPENDIX II**

### **TECHNICAL AND ORGANISATIONAL SECURITY MEASURES**

We have implemented a comprehensive privacy and security program for the purpose of protecting your content. This program includes the following:

#### **1. Data security.**

We have designed and implemented the following measures to protect customer' s data against unauthorized access:

- (a) standards for data categorization and classification;
- (b) a set of authentication and access control capabilities at the physical, network, system and application levels; and
- (c) a mechanism for detecting big data-based abnormal behavior.



## **2. Network security.**

We implement stringent rules on internal network isolation to achieve access control and border protection for internal networks (including office networks, development networks, testing networks and production networks) by way of physical and logical isolation.

## **3. Physical and environmental security.**

Stringent infrastructure and environment access controls have been implemented for Tencent Cloud' s data centers based on relevant regional security requirements. An access control matrix is established, based on the types of data center personnel and their respective access privileges, to ensure effective management and control of access and operations by data center personnel.

## **4. Incident management.**

We operate active and real-time service monitoring, combined with a rapid response and handling mechanism, that enables prompt detection and handling of security incidents.

## **5. Compliance with standards.**

We comply with the standards listed in our Compliance Center page, and as updated from time to time.

## APPENDIX III AUTHORISED SUB-PROCESSORS

#	Name	Description of the Processing	Location
1.	EEA, UK and Switzerland: Tencent Cloud Europe B.V.  North America: Tencent Cloud LLC  South Korea: Tencent Korea Yuhan Hoesa  Rest of the world (excluding the People ' s Republic of China): Aceville Pte Ltd	Processing of payments and account status information	Tencent Cloud Europe B.V.: The Netherlands  Tencent Cloud LLC: Delaware, United States  Tencent Korea Yuhan Hoesa: South Korea  Aceville Pte Ltd: Singapore

For any further information on sub-processors (such as current contact details), please contact the Company at [dataprotection@tencent.com](mailto:dataprotection@tencent.com).