

INTELLECTUAL PROPERTY POLICY

This Intellectual Property Policy (the “**IP Policy**”) forms an integral part of the Terms of Use applicable to the Gamevestor Website (the “**Terms**”) and supplements them.

Unless otherwise defined herein, all capitalized terms used in this IP Policy shall have the meaning assigned to them in the Terms. In the event of any inconsistency between this IP Policy and the Terms, the provisions of this IP Policy shall prevail.

For the sake of clarity:

- “You” refers to any Visitor, Member, or Project Owner using the Gamevestor Website; and
- “We”, « Us » and « Our » or “Gamevestor” refers to Gamevestor, the operator of the Gamevestor Website.

The purpose of this IP Policy is to define the ownership and scope of the intellectual property rights relating to:

1. The Gamevestor Website and its content;
2. The Projects and related materials published on the Gamevestor Website; and
3. Any intellectual property rights belonging to third parties which may be made available through the Gamevestor Website.

By accessing or using the Gamevestor Website, You acknowledge and agree to be bound by this IP Policy.

SECTION 1. WHAT DO WE MEAN BY INTELLECTUAL PROPERTY RIGHTS ?

We adopt a broad definition of Intellectual Property Rights.

Under this IP Policy, Intellectual Property Rights shall mean all intellectual property rights, whether registered or not, such as copyright, related rights (performance rights, producer rights etc.), personality or image rights, design rights, database rights, patents and any rights to inventions, know-how, trade and business names, trade secrets, logos and devices, trade and service marks.

The Intellectual Property Rights referred to in this IP Policy can be owned by GAMEVESTOR, Project Owners or third parties.

SECTION 2. INTELLECTUAL PROPERTY RELATING TO GAMEVESTOR WEBSITE

We own exclusive ownership of Gamevestor Website, including but not limited to all Intellectual Property Rights pertaining to the Gamevestor Website.

Therefore, all available content on Gamevestor Website – notably text, scripts, layers, user interface, logo, icons, pictures, photographs, illustrations, sounds, music tracks, video, software, data base, included the underlying technology – is owned by Gamevestor or Gamevestor has been granted specific license by the third party owning the content owned by them, excluding Intellectual Property pertaining to Projects (*See. Section 3 below*).

Under this IP Policy, subject to Your compliance with our terms and conditions (including the Terms and Project Owner Terms), We grant You a **personal right, royalty free, non exclusive and non-sublicensable**, for the world and as long as the Terms are enforceable against You to :

- to access and use our Gamevestor Website as a Visitor;
- to download reasonable amount of copies of the documents to a computer for personal use and strictly non-commercial purposes, provided that You do not modify the information contained therein and that You keep intact all copyright and proprietary notices ;
- to share or reproduce excerpts of the Gamevestor Website for strictly non-commercial purposes, notably to display, promote, raise awareness of, or describe the Gamevestor Website (we encourage it!), provided that such use does not alter the content available on the Gamevestor Website and that You expressly credit Gamevestor and, where applicable, the relevant Project and Project Owner.

This license covers both Gamevestor own protected content and Project Owner content as published in connection with a Campaign on the Gamevestor Website.

All other rights are expressly reserved and require Our prior written agreement (or, where applicable, that of the Project Owner or any third party who granted Us a license), notably but not only any use for commercial purpose (such as but not limited to sale, license, rent or other exploitive use). In particular, no content from the Gamevestor Website may be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without such prior written authorization. Any unauthorized use of the Gamevestor Website or of any of its components shall constitute infringement and may give rise to legal proceedings.

Please feel free to ask any authorization at contact@gamevestor.co. You agree to respect all copyright and other legal notices, information, and restrictions contained in any content accessed through the Gamevestor Website. You also agree not to change, translate, or otherwise create derivative works of the Services made available to You.

SECTION 3. INTELLECTUAL PROPERTY RELATING TO THE PROJECTS

Pursuant to the Project Owner Terms, Gamevestor does not own any Intellectual Property Rights relating to the Projects or to any associated content and materials featured in a Campaign. All such rights remain the exclusive property of the relevant Project Owner.

The Intellectual Property Rights attached to the Projects are at the heart of both the Services provided by Gamevestor and Our philosophy. We therefore invite You to respect these rights at all times.

Any use of a Project and/or its related content and materials by You (except for the limited license rights granted under Section 2 above) requires the prior written authorization of the relevant Project Owner. Any unauthorized use may constitute an infringement and could give rise to legal action.

SECTION 4. USE OF ARTIFICIAL INTELLIGENCE AND OPEN-SOURCE CONTENT

Prohibition of AI training and data mining. You are expressly prohibited from using, copying, scraping, or extracting any content available on the Gamevestor Website - including, without limitation, text, images, videos, data, source code, or any other element - for the purposes of training, developing, or improving any artificial intelligence system, machine learning model, or similar technology, whether for commercial or non-commercial use.

Any automated data collection, text or data mining (TDM), or similar process using Gamevestor Website content or any content made available by Project Owners or third parties is strictly forbidden unless expressly authorized in writing by Gamevestor and, where applicable, the right holder (Project Owner and/or third party).

Content generated by artificial intelligence. You shall not submit, upload, or otherwise make available on the Gamevestor Website any content generated, in whole or in part, by generative artificial intelligence tools, open-source datasets, or automated systems, unless:

- You hold all necessary rights, licenses, and authorizations to do so; and
- You can guarantee that such content does not infringe any third-party Intellectual Property Rights, trade secrets, or personality rights.

Liability and Enforcement. Gamevestor reserves the right to:

- immediately remove or disable access to any content that does not comply with this Section 4;
- suspend or terminate the Account of any Member (including but not limited to Project Owner) found to be in breach of these provisions; and
- take any legal, contractual, or technical measures necessary to protect its own Intellectual Property Rights, as well as those of Project Owners, Investors, and third parties.

SECTION 5. WHAT IF YOUR INTELLECTUAL PROPERTY RIGHTS ARE INFRINGED ?

Notice and Action Mechanism. If You believe that any content available on the Gamevestor Website (including content related to a Campaign) infringes Your Intellectual Property Rights or any applicable law, You may submit a notice (“**Notice**”) to Gamevestor in accordance with this Section.

The Notice must contain the following information:

- Your full name, postal and email address;
- a sufficiently detailed description of the allegedly illegal content and a clear indication of the exact electronic location of the said content (including a URL or direct link to the specific material);
- a statement specifying the legal or factual reasons why the content is considered unlawful or infringing;
- a statement confirming that the information provided is accurate and complete, and submitted in good faith; and
- an electronic or physical signature of the person submitting the Notice, or of their duly authorized representative.

The Notice shall be sent to the following address: contact@gamevestor.co

or by post to: **GAMEVESTOR, Attn: IVAN MARCHAND – 5 rue de l’Industrie, 74000 Annecy, France.**

Upon receipt of a valid Notice, Gamevestor shall promptly acknowledge receipt and assess its validity.

Where the Notice is considered sufficiently precise and adequately substantiated, Gamevestor shall act expeditiously to remove or disable access to the reported content, in accordance with Article 16 of Regulation (EU) 2022/2065 (Digital Services Act).

5.2. Counter-Notification and Reinstatement

Where content has been removed or access disabled, the person who provided such content shall be informed of the reasons for the decision and may submit a counter-notification (“**Counter-Notice**”) demonstrating that the removal was unfounded.

The Counter Notice must contain the following information:

- the full name, postal and email address of the submitter;
- a precise description and, where applicable, a direct link (URL) to the content or account concerned;
- a clear explanation of the reasons why the submitter considers that the content is not illegal or that the decision is unjustified;
- a statement confirming that the information provided is accurate and complete and submitted in good faith; and

- an electronic or physical signature of the submitter or their duly authorised representative.

Gamevestor shall review Counter Notices in a timely, diligent, non-discriminatory and non-arbitrary manner, and will notify the submitter of its reasoned decision through the same channel used for the initial notification.

5.3. No General Monitoring Obligation

Gamevestor acts as a hosting service provider within the meaning of Article 6 of the Digital Services Act. Accordingly, Gamevestor has no general obligation to monitor the information it stores or to actively seek facts or circumstances indicating unlawful activity.

However, pursuant to its Terms, Gamevestor reserves the right to remove or disable access to any content that is unlawful or inconsistent with its Terms, at its sole discretion and without prior notice.