

Terms of Business

Company: Accelerator Next Gen Information Technology Consultants EST (Trade License Number - 1586544)

Registered Address: Office No. 528, Malek Hind Abd Al Ghafar Gholoum Hussein, Deira Al Khibisi, Dubai, United Arab Emirates

These Terms of Business govern the relationship between the Company and the Service User for the Game Publishing Academy program. By enrolling in any of our programs, or by accepting this Agreement electronically (including via Clickwrap), the Service User acknowledges that they have read, understood, and agree to be legally bound by the terms set out herein.

1. The Business and Scope of Services

The Company provides a comprehensive suite of training, AI-powered software tools, coaching, and done-for-you implementation services designed to assist Service Users in creating, publishing, and monetising simple casual games on supported platforms including Amazon, Netflix, Apple, Steam, and Google Play Store.

The Game Publishing Academy is a structured program designed to guide participants from beginner level toward the creation, validation, publication, and monetisation of simple casual games, with the objective of building recurring marketplace income. No coding skills, game design experience, or prior online business experience is required.

Depending on the specific program tier selected, the Service User may receive access to a combination of the following benefits:

- **Core Program Access:** A structured step-by-step training program covering game ideation, creation, marketplace research, publishing, and monetisation strategies.
- **AI Software Access:** Company-approved proprietary or licensed AI tools, workflows, prompts, templates, and publishing resources designed to assist with game creation, asset development, listing preparation, and publication support, provided at no additional charge during the program period.
- **Done-For-You and Done-With-You Services:** Depending on the tier, the Company's implementation team may provide support for game concept selection, game development, platform-store optimisation, publishing preparation, and submission support for qualifying games on supported marketplaces.
- **Coaching and Community:** Live weekly group coaching sessions, weekly private mastermind calls (higher tiers), access to a private game publishers community, and monthly expert sessions.
- **Launch and Marketing Support:** Launch Accelerator (promotional exposure to the Company's gamer email list), the 5-Star Launch Method, PR launch support, a comprehensive mobile advertising system, and Google Play Store launch support.

- **Monetisation Training:** The Income Multiplier Masterclass, the Top 100 Blueprint, and Advanced Monetisation Strategies training covering marketplace sales, in-game purchases, advertising revenue, licensing, and platform-specific opportunities.
- **Bonus Resources:** The 100 Best-Selling Games research pack, AI & Tech 101 onboarding training, a Tax Saving Secrets consultation, a Buy One Get One Free membership seat, and a Certified Game Publisher Certificate upon first qualifying game launch.

The Company acts solely as an independent contractor. The Service User is enrolled on a non-exclusive, limited, revocable basis. The Company reserves the right to modify or substitute specific tools, platforms, personnel, or delivery mechanisms provided the overall commercial value of the program is not materially reduced. All third-party marketplace approvals, account approvals, rankings, reviews, customer purchases, and platform features remain subject to third-party rules and factors outside the Company's control.

2. Term and Program Duration

The duration of the program varies based on the selected tier (e.g., ongoing access, 6 months, or 12 months). The Agreement commences on the Effective Date (the date of acceptance or payment).

No Automatic Renewal: The Agreement does not automatically renew and does not include any recurring subscription fees unless expressly agreed in writing.

3. Commercial Terms and Refund Policy

Program Fees: The Service User agrees to pay the applicable one-time Membership Access Fee or Program Fee for their selected tier. Payment may be made by credit card or, where available, through Company-approved financing arrangements (such as Splitit or Klarna). Any financing arrangement is a separate agreement between the Service User and the applicable finance provider, and the Service User remains responsible for all payment obligations.

No Investment or Guarantee of Income: The program fee is not an investment, franchise fee, securities purchase, business opportunity purchase, or payment made in consideration for recruitment-based compensation. It is payable solely in exchange for access to services, digital infrastructure, training, software, and support, and is not contingent on the Service User achieving any financial results, marketplace approvals, platform rankings, game sales, royalties, or other income.

Conditional Performance Guarantee: Subject to meeting all eligibility conditions, the Company offers a 30-day performance guarantee. To qualify, the Service User must, within thirty (30) calendar days of the Effective Date: have paid the applicable fee or remained in good standing under any approved financing arrangement; made a genuine good-faith effort to follow the program training; created and published one qualifying game through the process taught by the Company; and submitted a written guarantee request before the

guarantee period expires. Where all conditions are met, the Company will refund the Membership Fee actually paid, plus an additional USD \$500 for the Service User's time.

No Other Refunds: Except for the Conditional Performance Guarantee expressly stated above, or where required by applicable law, all fees are strictly non-refundable. To the fullest extent permitted by law, the Service User agrees not to initiate chargebacks or payment disputes relating to fees paid, and shall instead engage in good-faith dispute resolution.

4. Confidentiality and Intellectual Property

Confidential Information: The Service User must keep all non-public commercial, technical, financial, and proprietary information disclosed by the Company strictly confidential. This includes systems, templates, AI workflows, prompts, training materials, game publishing methods, marketplace research, and pricing.

Intellectual Property Ownership: All intellectual property, including software, AI workflows, prompts, systems, training materials, research resources, trademarks, branding, and methodologies, remains the exclusive property of the Company. No rights are transferred except for a limited, non-exclusive, non-transferable, revocable license to use Company-approved materials for participating in the program during the term. Upon termination, the Service User shall immediately cease all use of Company intellectual property, except for any Service User-owned game assets or marketplace listings that the Company expressly confirms may continue to be used.

Restrictions: The Service User shall not reverse-engineer, modify, copy, redistribute, sublicense, sell, or create derivative works of Company intellectual property. The Service User shall not register or use confusingly similar domains, social handles, paid search keywords, or representations implying endorsement by or affiliation with the Company beyond the permitted program relationship.

5. Warranties and Disclaimers

Standard of Care: The Company warrants that services will be provided with reasonable skill and care consistent with industry standards.

No Guarantee of Results: Except for the Conditional Performance Guarantee expressly stated above, services are provided "as-is". The Company makes no guarantees regarding results, performance, profitability, earnings, platform approval, marketplace visibility, game sales, royalties, advertising revenue, in-game purchase revenue, or recurring monthly income. Examples, case studies, and testimonials are illustrative only and are not guarantees of results. Outcomes depend on factors outside the Company's control, including Service User effort, game quality, platform policies, market demand, competition, and third-party marketplace decisions.

Third-Party Platforms: Apple, Google, Amazon, Netflix, Steam, and other third-party platforms impose their own independent requirements, approval timelines, content review standards, and policies. The Company is not responsible for third-party rejections, delays, account suspensions, policy changes, or platform decisions.

FTC & Advertising Compliance: The Service User must comply with all applicable advertising, marketing, platform, consumer protection, and endorsement laws (including FTC guidelines). The Service User shall clearly disclose any material connection with the Company where required, and shall not make any express or implied earnings, income, or platform outcome claims unless expressly authorised in writing by the Company.

No Pyramid or MLM Scheme: The program does not constitute a pyramid scheme, multi-level marketing scheme, securities offering, managed investment scheme, or investment opportunity. The program concerns bona fide training, software access, support, and educational resources for creating and publishing games, and not payment for recruiting other participants. Marketing claims implying guaranteed, effortless, risk-free, or automatic income are strictly prohibited.

6. Non-Disparagement

The parties agree not to disparage or encourage others to disparage each other in any medium, including social media or public forums, in a way that would adversely affect their business reputation. This does not restrict the Service User from leaving honest reviews protected under applicable consumer review laws, provided they do not make knowingly false or maliciously misleading statements.

7. Limitation of Liability and Indemnity

Liability Cap: In no event shall the Company's aggregate liability under this Agreement exceed the total amounts paid by the Service User under the Agreement (except for any additional USD \$500 guarantee payment that becomes validly due). The Company shall not be liable for any indirect, consequential, or special damages, or loss of data, earnings, revenue, or profit.

Indemnity: The Service User shall indemnify, defend, and hold harmless the Company from claims, liabilities, damages, and expenses arising out of the Service User's use of the services, breach of the Agreement, violation of applicable law or third-party rights, or the Service User's game content, marketplace listings, advertising, or publication activities.

8. Dispute Resolution and Governing Law

Governing Law: The Agreement is governed by the laws of the United Arab Emirates, as applied in the Emirate of Dubai.

Arbitration: Any dispute shall be finally resolved by binding arbitration under the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC). The seat of arbitration shall be Dubai, UAE, and the language shall be English.

Good-Faith Conference: Before commencing arbitration, the parties must attempt to resolve the dispute via a 30-minute video conference between senior executive representatives.

Individual Claims: The Service User agrees to resolve disputes individually and waives any right to participate in class or consolidated actions.

9. Data Privacy and Protection

The Company processes the Service User's Personal Data solely to provide the services, administer program access, process payments, verify guarantee or rebate eligibility, perform analytics, and deliver support, in compliance with applicable laws (including GDPR, CCPA, CPRA, and UAE PDPL). The Service User acts as the controller and the Company acts as the processor of such data. The Company implements appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, or unauthorised access.

10. General Provisions

Force Majeure: Neither party is liable for delays caused by events beyond their reasonable control (e.g., natural disasters, platform outages, AI software outages, marketplace review delays), though payment obligations remain unaffected.

Entire Agreement: These Terms constitute the entire understanding between the parties and supersede all prior agreements.

Updates: The Company may modify or update these Terms and the services in its sole discretion. Material changes that significantly affect the Service User's rights, obligations, or financial commitments will be communicated via email with at least five (5) days' prior notice before taking effect. Continued use of the services constitutes acceptance of the revised Terms.

Electronic Acceptance: Electronic signatures and acceptance by clickwrap or equivalent online mechanisms are deemed valid and enforceable.