
PLAYGAIN OY – NOVOGAIN AI

TERMS OF SERVICE / MASTER SUBSCRIPTION AGREEMENT

Version: 1.0 | **Effective:** 1 June 2025 | **Last updated:** 3 June 2025

By clicking “I agree”, signing an Order Form, or using the Service, the Customer accepts this Agreement.

1. Definitions

“Agreement”	these Terms, any Order Form, the Data Processing Agreement (“DPA”) and any Service Level Agreement (“SLA”).
“Customer Data”	data uploaded or generated by or for Customer in the Service.
“Documentation”	help centre articles and API docs published by Playgain.
“Process”	as defined in the DPA and in accordance with Article 4(2) of the GDPR.
“Fees”	amounts payable under an Order Form.
“Service”	the Novogain AI cloud platform, websites and related support.
“Output Reports”	reports or visualizations generated by the Service based on Customer Data.

Other capitalised terms have the meanings given in the DPA.

2. Subscription Grant

2.1 Access. During the Subscription Term, Playgain Oy, Business ID 2679570-2 (“**Playgain**”) grants Customer a non-exclusive, non-transferable right for its employees and contractors (“**Authorised Users**”) to access and use the Service and Documentation for Customer’s internal business purposes.

2.2 Restrictions. Customer will not: (a) resell or sublicense the Service; (b) reverse-engineer or attempt to obtain source code; (c) use the Service to build a competing offering; (d) upload unlawful or infringing content.

Contractors may be Authorised Users provided they are bound by confidentiality obligations no less protective than those in this Agreement.

3. Customer Commitments

- Keep account credentials confidential.
- Ensure Customer Data is collected and shared lawfully.

- Provide required notices/consents to data subjects.
- Use AI-generated recommendations with appropriate human judgment.

Customer acknowledges that any AI-generated outputs or recommendations provided by the Service are informational only and not a substitute for professional or legal advice. Customer remains solely responsible for decisions made in connection with the Service and assumes all associated risks.

4. Fees & Payment

Fees are invoiced annually in advance (unless stated otherwise in an Order Form) and are payable within 14 days. All Fees are stated and payable in **Euros (€), unless otherwise agreed**. Late payments accrue 8% interest per annum above the ECB base rate...

5. Service Levels & Support

5.1 Availability. Playgain targets **99.8 % uptime per calendar month** (excluding scheduled maintenance).

5.2 Service Credits. If monthly uptime falls below the target, Customer may request a credit equal to 5 % of monthly Fees for each full 1 % below 99.8 %, capped at 25 %. Customer must request credits in writing within 30 days of the affected month. Repeated availability failures (3 or more months below SLA in any rolling 6-month period) may be considered material breach.

5.3 Support. Support is available weekdays 09:00–17:00 EET. P1 incidents can also be escalated via urgent flag to support@novogain.ai or by using the in-app emergency channel. Response time and resolution targets are detailed in the SLA.

6. Security & Data Protection

6.1 Security Program. Playgain maintains administrative, physical, and technical safeguards aligned with ISO/IEC 27001. Playgain targets SOC 2 Type II certification by Q4 2025 but makes no warranty regarding the achievement of such certification.

6.2 Data Location. Customer Data is stored in EU-based data-centres (currently Frankfurt & Amsterdam).

6.3 Personal Data. The parties will comply with the DPA, which is incorporated into this Agreement by reference.

7. Intellectual-Property Rights

7.1 Playgain IP. Playgain and its licensors own all rights in the Service and Documentation.

7.2 Customer Data. Customer grants Playgain a non-exclusive licence to Process Customer Data solely to:

- (a) provide and support the Service;
- (b) generate aggregated and de-identified usage metrics, provided such data does not identify Customer or any data subject and is not derived from survey content or free-text fields; and
- (c) develop statistical models or benchmarking only with Customer's express written consent.

Playgain shall maintain appropriate access controls and keep access logs. Upon request once per year, Customer may review a transparency report showing categories of usage metrics and internal access events.

7.3 Licence to Playgain. Customer grants Playgain a non-exclusive licence to Process Customer Data to provide and improve the Service and to generate aggregated, de-identified analytics, provided such data does not identify Customer or any data subject.

7.4 Feedback. Playgain may use any non-confidential feedback or suggestions freely and without attribution. Feedback marked as confidential shall not be used without Customer's prior written consent.

8. Warranties & Disclaimers

8.1 Performance Warranty. Playgain warrants that the Service will materially conform to the Documentation and the SLA.

8.2 Disclaimer. Except as expressly stated in this Agreement, the Service is provided "as is" and Playgain disclaims all other warranties, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable law.

9. Indemnities

9.1 Playgain Indemnity. Playgain will defend Customer against third-party claims that the Service infringes a patent, copyright, trademark or trade secret, and pay damages finally awarded.

9.2 Customer Indemnity. Customer will defend Playgain against claims arising from Customer Data or Customer's unlawful use of the Service.

9.3 Conditions. The indemnified party must give prompt written notice, allow the indemnifying party sole control of the defense and settlement, and provide reasonable cooperation. The indemnifying party shall also pay reasonable legal fees incurred in connection with the defense.

10. Limitation of Liability

Each party's total liability under this Agreement is limited to the Fees paid or payable in the aggregate during the 12 months preceding the event giving rise to the claim. Neither party is liable for indirect or consequential damages (e.g., loss of profit, data, or goodwill)... These limitations do not apply to (i) indemnity obligations, (ii) willful misconduct or gross negligence, (iii) breach of confidentiality, or (iv) breach of data protection obligations under the DPA.

11. Term, Suspension & Termination

11.1 Term. This Agreement starts on the Effective Date and continues until all Order Forms end.

11.2 Suspension. Playgain may suspend the Service if:

- (a) Customer is in material breach and fails to cure it within 30 days of written notice;
- (b) Customer's account is more than 10 calendar days overdue, despite prior notice; or
- (c) there is a confirmed security incident or suspected unlawful use that materially threatens the integrity of the Service.

For overdue Fees, suspension will only occur after a final written reminder and a cure period of at least 10 days. Playgain will use reasonable efforts to avoid suspending the Service in a manner that impacts business-critical functionality.

11.3 Termination for Cause. Either party may terminate with 30 days' written notice of material breach if not cured.

11.4 Data Export & Deletion. Upon termination, Customer has 30 days to export Customer Data via in-app tools or by sending a written request to privacy@novogain.ai. API-based or automated exports may be arranged upon request.

11.5 Refunds. If Customer terminates for Playgain's uncured breach, Playgain will refund prepaid, unused Fees.

12. Compliance

12.1 Export. Each party will comply with applicable export-control and sanctions laws, and represents that it is not listed on any restricted party list administered by the EU, U.S., or other relevant authority.

12.2 Anti-Bribery. Each party will comply with anti-bribery laws (e.g., UK Bribery Act, US FCPA).

13. Changes to These Terms

Playgain may update this Agreement. For material changes, Playgain will provide at least 30 days' advance notice by email or in-app.

If the Customer reasonably objects to a material change in writing before the effective date, the parties shall enter into good-faith discussions to resolve the concern.

If no agreement is reached within 30 days of the objection, Customer may terminate the affected Order Form and receive a pro-rata refund of unused, prepaid Fees.

No changes will apply retroactively or reduce the Customer's rights with respect to data already submitted.

14. Governing Law & Dispute Resolution

This Agreement is governed by Finnish law. Any dispute is subject to the exclusive jurisdiction of the District Court of Helsinki.

If Customer is located in the United States, either party may alternatively elect to resolve disputes under the ICC Arbitration Rules with a single arbitrator, seated in Helsinki, and conducted in English.

15. Miscellaneous

Clause	Content
Order of Precedence	Order Form (including any negotiated custom terms), 2) DPA, 3) SLA, 4) these Terms, 5) Documentation.
Assignment	Neither party may assign this Agreement without the other's consent, except to an Affiliate or successor.
Force Majeure	Neither party is liable for delay caused by events beyond reasonable control.
Independent Contractors	The parties are independent contractors; nothing creates an agency or partnership.
Entire Agreement	Supersedes all prior agreements relating to the Service.
Severability	If a clause is unenforceable, the rest of the Agreement remains in effect.
Notices	Legal notices to legal@novogain.ai and Customer's billing contact; deemed received next business day.
Third-Party Beneficiaries	No third-party beneficiaries except Playgain's Affiliates.