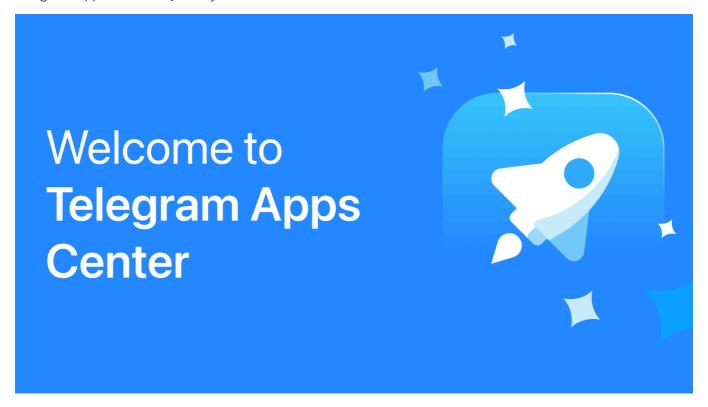
Telegram Apps Center Terms and Conditions

Telegram Apps Center • January 29, 2025



Welcome to the Telegram Apps Center (the "TAC"). These Terms and Conditions (the "Terms") constitute a legal agreement between you ("You") and TON Studio ("Company", "We", "Us", or "Our"). By using Our services ("Services") such as TAC, Trending Apps Channel and other products and tools provided by the Company, You agree to comply and be bound by these Terms.

1. Acceptance of Terms

By accessing or using the Services, you agree to be bound by these Terms and policies issued by Telegram, Android and iOS ("Master TAC Policies"), as amended from time to time. Any violation of these Terms, applicable laws and Master TAC Policies may result in termination of your access to our TAC and Services. If you do not agree to these terms, you must not use our TAC and Services.

2. Services Provided

The TAC provides you with Telegram Applications, i.e. Telegram bots and Telegram Mini Apps ("Mini Apps"), distribution services to users, including Telegram Apps Center, Trending Apps channel and others.

3. Eligibility and Responsibilities

To use the TAC, you must:

- 1. Be at least 18 years old or the legal age of majority in your jurisdiction.
- 2. Have the authority to bind your organization to these terms if you are acting on behalf of a company.
- 3. Agree to provide accurate and complete information at all times.
- 4. Warrant that you hold all necessary rights, licenses, and permissions for their applications, including intellectual property rights.
- 5. Be responsible for ensuring your applications and content comply with all applicable local, national, and international laws, including but not limited to:
- Consumer protection laws.
- Privacy regulations (e.g., GDPR, CCPA).
- Export controls and trade sanctions.
- 6. Be accountable for third-party SDKs or libraries integrated into your Mini Apps.

4. Content Guideline

4.1 Responsibility for Content Uploaded

You may distribute content ("Content") while using the TAC and Service. You are solely responsible for the Content of, and for any harm resulting from, any Content that you post, upload, link to or otherwise make available via the TAC, regardless of the form of that Content. We are not responsible for any public display or misuse of your Content.

4.2 Forbidden Content:

It is forbidden to have Content distributed with the TAC that:

- promotes or encourages illegal actions;
- uses naturalistic images of violence against people or animals, erotic,
 pornographic materials, offensive materials, obscene language, swear words and expressions;
- contains descriptions of the means and methods of suicide, and any incitement to commit it;
- promotes and/or contributes to the incitement of racial, religious, ethnic hatred or enmity, promotes fascism or the ideology of racial superiority;
- contains extremist materials;
- promotes criminal activity or contains advice, instructions or manuals on performing criminal acts;
- promotes online or offline gambling, gaming, or casino-based activities involving real money, prizes, or goods of any value;
- contains election agitation for political campaigns, political parties, candidates, or promotes political or religious movements;
- contains confidential information, including, but not limited to, state and trade secrets, private information about third parties;
- contains advertising or describes the attractiveness of the use of drugs, including "digital drugs" (sound files that affect a person via binaural beats), information about the distribution of drugs, recipes for their manufacture and usage advice;
- potentially may lead to illegal actions by misleading users or abusing their trust;
 and
- violates other rights and interests of citizens and legal entities or the requirements of the legislation of the UAE and other countries covered by the Mini App functionality.

4.3 Content Moderation

You must implement measures to monitor and remove prohibited content within your Mini Apps.

4.4 Right to remove Content

We have the right to refuse or remove any Content that, in our sole discretion, violates any laws or this Terms or Provider Policies.

4.5 Ownership of Content, Right to Post, and License Grants

You retain ownership of and responsibility for your Content. If you're posting anything you did not create yourself or do not own the rights to, you agree that you are responsible for any Content you post; that you will only submit Content that you have the right to post; and that you will fully comply with any third-party licenses relating to Content you post.

Applications infringing on third-party copyrights, trademarks, or patents will be removed. You are liable for legal issues arising from such content.

Because you retain ownership of and responsibility for Your Content, we need you to grant us certain legal permissions, listed in Sections 4.6. These license grants apply to your Content. If the Content you uploaded already comes with a license granting Us the permissions we need to run our Service, no additional license is required. You understand that you will not receive any payment for any of the rights granted in Sections 4.6. The licenses you grant to Us will end when you stop distributing your Content from the TAC.

4.6 License Grant to Us

We need the legal right to do things like host your Content, publish it, and share it. You grant us and our legal successors the right to store, archive, parse, and display your Content, and make incidental copies, as necessary to provide the TAC and Service, including improving the TAC and Service over time. This license includes the right to do things like copy it to our database and make backups; show it to you and other users; parse it into a search index or otherwise analyze it on our servers; share it with other users; and perform it, in case your Content is something like music or video.

This license does not grant Us the right to sell your Content. It also does not grant Us the right to otherwise distribute or use Your Content outside of our provision of the Service, except that as part of the right to archive your Content.

5. Privacy and Data Protection

5.1 User Data Collection

You must disclose what data is collected, why it is collected, and how it is used.

Data collection must be limited to what is necessary for app functionality.

5.2 User Consent

You must obtain explicit user consent for accessing sensitive data (e.g., location, camera, microphone).

You must use user consent responsibly and avoid misleading users.

All sensitive information (e.g., health data, financial information) must not be collected without explicit user consent.

5.3 Compliance

You must adhere to privacy laws, including but not limited to GDPR, CCPA, and other applicable local regulations.

5.4 Data Sharing

All User data must not be shared with third parties without user consent, except as required by law.

You must ensure all third-party software you use complies with our TAC's privacy and data protection standards as listed in this section.

6. App Quality and Functionality

6.1 Minimum Standards:

- All Telegram Apps should support a comprehensive reply to a /start command within the bot.
- All Mini Apps should illustrate progress of long loading processes
- Mini Apps' design should be modern and consistent, free from distortions, blurriness, or flickering elements.
- Mini Apps should not consist solely of advertising landing pages leading to thirdparty resources or contain only referral affiliate programs.

- Telegram Apps names, subtitles or descriptions should not mislead users about its functions or contain any special symbols or emojis.
- All Mini Apps must be functional, stable, and free from crashes or critical bugs and infinite loading is not permitted during non-standard user actions..
- All Mini Apps should not include unnecessary permissions or deceptive behaviors.
- All Mini Apps must not contain malware, spyware, or other malicious software.
- The English language must always be supported in bot communications and the Mini App UI. It should also be used as the default language if the user's Telegram language setting is not supported.
- At least some functions of the Telegram App should be available for free or trial period should be provided.
- On Android and iOS Telegram Mini App must support operation under unstable internet connections and properly handle temporary disconnections.
- Placeholders for unsupported platforms must be provided.
- User progress must synchronise between different platform versions.
- Placeholders for planned or unsupported functions must be provided.
- All Mini Apps must display correctly on screens of different sizes and resolutions without distortion.
- The mobile version must consider safe areas at the top and bottom.
- Fonts must be easily readable and adapt to screen sizes.
- Active interface elements must be noticeable and intuitively understandable.
- All Telegram Apps should not have a name or design that is similar to another Telegram App in the catalog.
- Icons and screenshots must have a consistent style and should not include additional borders, roundings, or attention-grabbing elements.
- All Mini Apps must have the Telegram Mini Apps Analytics SDK implemented (https://github.com/Telegram-Mini-Apps/analytics).

6.2 Testing Requirements

All Mini Apps must pass thorough testing for functionality and user experience before submission.

7. Monetization and Advertising

7.1 In-App Purchases

All Mini Apps must use only approved payment systems. Any unauthorized transactions may result in penalties.

We are not liable for any disputes between you and the payment processors.

You must comply with applicable tax regulations and reporting requirements.

On Android and iOS Official Telegram user payments must be provided with compliance to Google Play and App Store rules.

7.2 Subscription Models

You must clearly disclose subscription terms, including pricing, renewal cycles, and cancellation policies.

7.3 Advertisements

All advertisements must be non-intrusive, clearly labeled, and appropriate for the target audience.

All advertisements targeting minors are prohibited without parental consent.

8. Special Categories

8.1 Children and Family Mini Apps

Must comply with relevant child protection laws and regulations.

Data collection from minors is prohibited unless required for app functionality and explicitly consented to by parents.

8.2 Health and Financial Mini Apps

Mini Apps providing health or financial services must adhere to relevant industry regulations and include disclaimers where appropriate.

You must complete a separate declaration form and provide the requested documentation if your Mini Apps provides any financial services.

8.3 Web3 Related Mini Apps

TON Blockchain should be exclusively used for the creation and distribution of cryptocurrency tokens or blockchain assets.

TON Connect SDK should be used as the primary interface for connecting cryptocurrency wallets.

Users should have an option to disconnect their TON Wallet from the application.

Apps must not promote cryptocurrency wallets, unless such wallets are based on the TON Blockchain, exclusively use <u>TON Connect</u> for interactions with apps, and primarily provide services related to the TON blockchain.

Apps should not send spam, malicious or misleading content using TON Blockchain.

9. Enforcement and Appeal

9.1 Information Request

We reserve the right to request information from you at any time to ensure compliance with these Terms and applicable laws. By using our Service, You agree to provide the requested information promptly and accurately, including but not limited to:

- Proof of ownership or rights to the intellectual property associated with your applications;
- Documentation regarding compliance with applicable laws, including licenses or privacy and data protection regulations;
- Technical information about your applications to verify functionality, security, or compatibility with our Service; and
- Financial or transactional data related to app monetization, if applicable.

Failure to provide the requested information within the specified timeframe may result in the suspension or termination of your account or removal of your

applications from our Service. We will handle all developer-provided information in accordance with the Privacy and Data Protection standard listed in Section 5.

9.2 Violations

Any non-compliance of these Terms and applicable laws may result in app removal, account suspension, or permanent bans.

9.3 Appeals Process

You may appeal enforcement actions through a formal process. All Appeals must be filed within 30 days of the action.

10. Intellectual Property

The TAC and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Us, Our licensors, or other providers of such material and are protected by Swiss and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the TAC without our prior written consent. Our name, Our logo, and all associated names, logos, product and service names, designs, and slogans are trademarks of Ours or our affiliates or licensors.

You may not use such marks without the prior written permission of Us. All other names, logos, product and service names, designs, and slogans on the TAC are the trademarks of their respective owners. Under no circumstances does your use of the TAC grant you any ownership rights or other interest in any such marks or content on the TAC

11. User Interaction

11.1 Communication

You must communicate clearly with users about changes, including updates to privacy policies and terms of service of your Mini App.

12. Featuring

12.1 About Featuring

All Telegram Apps may be promoted or featured by the TAC using available formats of support for the purpose of generating additional traffic and recognition for the respective applications. Such promotion or featuring may occur with or without prior requests or notices.

The TAC retains the exclusive right to:

- Select applications to be featured.
- Determine the format of featuring.
- Introduce new, cancel or modify existing formats of support.
- Decline featuring requests or remove previously featured content at its sole discretion without the obligation to provide reasons for such decisions.

12.2 Formats of Featuring

The following formats of featuring are available for Telegram Apps:

- Inclusion in additional sections of the Telegram Apps Center.
- Promotional banners within the Telegram Apps Center.
- Publications in the Trending Apps Telegram channel.

12.3. Minimum Requirements for Featuring

To be eligible for promotion or featuring within the applicable formats, Telegram Apps must meet the following criteria:

- Be listed in the Telegram Apps Center.
- For Web3 Apps: Exclusively utilized the TON Blockchain.

- For Web2 Apps: Demonstrate a significant audience, innovative or promising user interfaces, or unique application mechanics.
- Telegram Mini Apps: Must have implemented the Telegram Mini Apps Analytics SDK.

13. Amendments

We reserve the right to modify these Terms at any time. Continued use of the Services constitutes acceptance of the revised terms.

14. Limitation of Liability

TAC provides all Services as it is. You understand that You are using any and all information available at Your own risk.

We do not recommend that any decentralized application should be used.

We are not liable for:

- Indirect, incidental, or consequential damages resulting from the use of the TAC.
- Loss of data, revenue, or goodwill due to application removal, termination of services, or TAC outages.

To the fullest extent permitted by law, in no event shall Us, our affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your access, use or inability to use, the Service or any content on the Service, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

By using the Service, You agree that no individual has or will have any personal responsibility to You for the Service provided.

15. Termination

We reserve the right to suspend or terminate your access to the TAC and Services for

violations of these Terms, the Provider Policies and applicable laws.

16. Governing Law

These Terms shall be governed and construed in accordance with the substantive laws

of the United Arab Emirates. The application of the United Nations Convention on

Contracts for the International Sale of Goods shall be excluded. Any dispute arising

out of or in conjunction with these Terms shall be submitted to the exclusive

jurisdiction of the courts of the Emirate of Dubai, the United Arab Emirates.

17. Contact Information

For questions, concerns, or support, please contact us at

https://t.me/tapps_center_moderation.

18. Interpretation

We reserve the right to interpret these Terms and decide on any questions or disputes

arising under these Terms of Use.

You agree that all such interpretations and decisions shall be final and conclusive, and

binding on you as a user of the TAC and Services.

19. Acknowledgment

By using the Services, you acknowledge that you have read, understood, and agreed

to these Terms.

Last Updated: 29 January 2025