

## **End User License Agreement ("Agreement")**

*Last updated: May 30, 2024*

Please read this End-User License Agreement ("Agreement") carefully before enabling the AppMonetize SDK. By enabling the AppMonetize SDK, you are agreeing to be bound by the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, do not enable the AppMonetize SDK.

### **Definitions**

**Hosting Application** - The application you have downloaded and installed. As part of this installation, the AppMonetize SDK is being installed.

**SDK** - A software component embedded in the hosting application. By enabling AppMonetize SDK, the AppMonetize SDK may use your free device resources to collect publicly available information from the web, only when the device is idle (i.e. CPU utilization is sufficiently low so that the AppMonetize SDK operation will not impact the user experience or the performance of other running applications).

### **Restrictions**

You agree not to, and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the SDK or make it available to any third party.

### **Modifications**

AppMonetize reserves the right to modify, suspend or discontinue, temporarily or permanently, the SDK or any service to which it connects, with or without notice and without liability to you.

### **Term and Termination**

This Agreement shall remain in effect until terminated by you or AppMonetize

AppMonetize may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from AppMonetize, in the event that you fail to comply with any provision of this Agreement.

You may terminate this Agreement by opting out of our network through the Hosting Application settings. You may also terminate this Agreement by deleting the Hosting Application and all copies thereof from your mobile device or from your desktop.

### **Security and Confidentiality**

We use industry-standard security tools and measures, as well as internal procedures and strict guidelines to prevent information misuse and data leakage. Our employees and contractors access the information on a need-to-know basis and are subject to confidentiality obligations.

We use measures and procedures that substantially reduce the risks of data misuse, but we cannot guarantee that our systems will be absolutely safe. If you become aware of any potential data breach or security vulnerability, you are requested to contact us immediately. We will use all measures to investigate the incident, including preventive measures, as required.

Since we operate globally, it may be required to transfer your Personal Information to other countries worldwide. In these instances, we will take steps to ensure that a similar level of protection is given to your Personal Information through adequate legal mechanisms, in accordance with the GDPR.

### **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall AppMonetize, its affiliates, directors, employees, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from your use or inability to use the SDK; any unauthorized access to or use of our servers and/or any personal information stored therein; any interruption or cessation of transmission to or from the SDK; any bugs, viruses, trojan horses, or the like that may be transmitted to or through the SDK by any third party; any errors or omissions in any content or for any loss or damage incurred as a result of your use of any content

posted, emailed, transmitted, or otherwise made available through the SDK; and/or the defamatory, offensive, or illegal conduct of any third party.

### **Indemnification**

You agree to defend, indemnify, and hold harmless AppMonetize, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement or your use of the SDK.

### **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Amendments to this Agreement**

AppMonetize reserves the right, at its sole discretion, to modify or replace this Agreement at any time.

### **Privacy Policy**

By enabling the AppMonetize SDK you also agree to our [Privacy Policy](#) If you have any questions about this Agreement, please contact us using one of the options below.

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