

Terms of Service

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Please familiarize yourself with this Terms of Service (“Terms”, “ToS”) prior to enabling the APKM SDK. These Terms of Service constitute a legal agreement between You, a “Customer” and APKM SDK, a “Company”.

Upon accessing the APKM SDK website, currently located at apkm.org and enabling the APKM SDK, you shall be deemed to be bound by these Terms of Service. In the event that you do not agree to Terms, please refrain from enabling the APKM SDK.

INDIVIDUAL CUSTOMERS ARE SUBJECT TO A MINIMUM AGE OF 18 YEARS OLD IN ORDER TO REGISTER AND UTILIZE THE APKM SDK SERVICES, WHICH ARE USED WITH THE UNDERSTANDING AND AGREEMENT THAT THE MINIMUM AGE IS 18 YEARS OLD.

We reserve the right to modify these Terms at any time and your continued use of the APKM SDK services, after posting of any such modifications, shall be deemed to constitute your acceptance of all modified Terms. It is your sole obligation to review the Terms and to be aware of such modifications.

1. DEFINITIONS

The following terms shall be interpreted as follows:

1.1. "Affiliate" shall refer to any individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign, that directly or indirectly through one or more intermediaries, has control over, is controlled by, or is under common control with APKM SDK. The term "control," as used herein, means, with respect to any individual, partnership, trust, estate, association, corporation, or other entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

1.2. "Confidential Information" shall refer to any information or materials disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), or discovered by the Receiving Party about the Disclosing Party or the Disclosing Party's products or business, in the course of the fulfilment of the Parties' obligations under these Terms, including, but not limited to:

- (i) the design, technology and know-how of any product and systems, except insofar as they have been publicly disclosed;
- (ii) computer object and source code;

- (iii) the terms and conditions of either party's Agreements or proposed Agreements with third parties;
- (iv) non-public information concerning the Disclosing Party's finances, financial status, research and development, proposed new products, marketing plans and pricing, unless and until publicly announced;
- (v) the terms and conditions of this ToS;
- (vi) any information designated in writing by the Disclosing Party as confidential or proprietary.

1.3. "Hosting Application" shall refer to the proprietary software and related intellectual property developed by APKM SDK or any of its Preferred Partners, which is designed to integrate and optimize advertisements from third-party advertising networks into mobile content and enable mediation with end users. This refers to the application you have downloaded and installed.

1.4. "SDK" shall refer to the software component embedded in the hosting application. By enabling APKM SDK, the APKM 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 APKM SDK operation will not impact the user experience or the performance of other running applications).

1.5. "Preferred Partners" shall refer to third-party entities selected by APKM SDK for providing specific advertising technology or other related services, pursuant to these Terms.

1.6. "Customer's Properties" shall refer to those mobile applications registered on apkm.org on Customer's behalf.

1.7. "Policies" shall refer to the Terms of Service, the Privacy Policy and the relevant Documents, located on the APKM SDK, as well as any updates to these Policies.

2. DESCRIPTION OF THE SERVICES PROVIDED

APKM SDK provides an ad mediation solution and publishing services designed to optimize mobile advertising for our Customers and software developers on end-users' mobile applications (collectively, the "APKM SDK Services"). APKM SDK advises and assists mobile apps developers to improve retention, monetization and user acquisition potential. The APKM SDK Services allow Customers to offer and sell elements of an application that You have designated for the placement of advertisements to any advertiser, demand-side platform or advertising network that bids to purchase the Inventory Customers have listed.

APKM SDK (either directly, through its Affiliates or through its Preferred Partners) shall provide the Customers with the specific monetization, user acquisition and publishing services and benefits set forth herein (the "APKM SDK Services"). APKM SDK agrees to use its commercially reasonable efforts, skills and abilities to provide the APKM SDK Services. Notwithstanding the foregoing, APKM SDK shall be solely responsible for determining the manner in which the APKM SDK Services are to be performed, and the Customers shall have no right to, and shall not, control or prescribe the manner, method or means used by APKM SDK to perform the APKM SDK Services. APKM SDK shall be the exclusive intermediary for all Customers properties registered on apkm.org, whether developed by the Customers or by a third party, unless otherwise notified by sending a message to support@apkm.org.

APKM SDK shall reserve the right to terminate the APKM SDK Services and/or temporarily restrict the Customers' access to the APKM SDK Services in the case of:

- 2.1. Breach or reasonable suspicion of breach by Publisher Partner of any provisions of law, the Policies, or these Terms, below;
- 2.2. Suspicions of use of the login and password by an unauthorized person, in particular, if an incorrect password is entered while attempting to login, whether or not reported to APKM SDK by the Customer;
- 2.3. Detecting fraudulent activity and or invalid traffic, including but not limited to, invalid clicks, bot clicks, bot displays, etc.;
- 2.4. Inability to verify or authenticate any Customer's information provided to APKM SDK
- 2.5. Suspicion of a threat to the safety or the stability of the APKM SDK Services;
- 2.6. Notice of claim issued by an advertiser and/or advertising network;
- 2.7. Initiation of court or preparatory proceedings or proceedings before a public administration body or before any other authorized body in connection with any acts or omissions of the Customer within the APKM SDK Services.
- 2.8. Inability to locate any of the Publisher Partner Properties in the Google Play, Amazon, or iTunes store;
- 2.9. Any action by the Customer that could obstruct or interfere with the functioning of the APKM SDK Services; or

2.10. Any action by the Customer which infringes or could give rise to an infringement of APKM SDK's intellectual property or any third-party intellectual property rights.

APKM SDK shall notify the Customer if access to the APKM SDK Services have been suspended or terminated as a result of any of the foregoing events by sending an email notification. Where and if possible, APKM SDK shall also provide the Customer with an explanation of the underlying causes thereof, however failure to provide this explanation shall not impede APKM SDK's right to suspend or terminate a Customer's account and such right is solely within APKM SDK's discretion.

3. CUSTOMER'S OBLIGATIONS

In consideration of the APKM SDK Services and in order to provide support for the same, Customers shall be obliged to maintain and support the Customer's Properties.

This obligation includes, but is not limited to:

- Updating the properties as required by the applicable operating systems;
- Performance-related updates;
- Carrying out maintenance, graphic and design updates;
- Ensuring the Customer's Properties are fully operational and stable at any given point in time.

If a Customer fails to meet these obligations, it shall be considered as a material breach of this Terms.

4. CUSTOMER'S ACCOUNT

Your account is for your own exclusive use. You are obliged to keep the following details strictly confidential, including your username and password. Please use your login information to access the APKM SDK Services, and be aware that you are also responsible for any use of the APKM SDK Services by other users accessing your login information.

You may not authorize any third-parties to access your account, nor may you assign or transfer your account to any other person or entity. In the event of any unauthorized use of your login information or access to your account, you agree to notify APKM SDK immediately. APKM SDK shall not be held responsible for any third-party access to your account resulting from theft or misappropriation of your user names and passwords.

5. CONDITIONS AND RESTRICTIONS IMPLIED ON CUSTOMERS

You shall not provide inaccurate, misleading or false information to APKM SDK. If information provided to APKM SDK subsequently becomes inaccurate, misleading or false, you shall promptly notify APKM SDK of such change. You shall not harass, annoy, intimidate or threaten any APKM SDK employees or agents engaged in providing any portion of the APKM SDK services to you.

The right to use the APKM SDK Service is subject to any limitations, conditions and restrictions established by us from time to time, in our sole discretion. We reserve the right to alter, suspend or discontinue any aspect of the APKM SDK Services at any time, and to impose limits on certain features and aspects of the APKM SDK Services or restrict your access to parts or all of the APKM SDK Services without notice or liability and for any reason. APKM SDK reserves the right to terminate your use of the APKM SDK Services if you misuse the APKM SDK Services in any way, or act in an inappropriate, unlawful or illegal manner, in our sole and absolute discretion.

You shall not authorize or encourage any third-party to generate fraudulent impressions of or fraudulent clicks on any advertisement, including but not limited to, through repeated manual clicks, the use of robots or other automated query tools and / or computer-generated search requests, and / or the fraudulent use of other search engine optimization APKM SDK Services and / or software.

6. FEES

Provided that you comply with these Terms, APKM SDK shall pay you a portion of the revenues actually received by APKM SDK from advertisers for advertisements displayed on your advertising inventory via the APKM SDK Services.

The compensation payable to you shall be based on a percentage of the net revenue ("Net Revenue Share"). The amount of the share shall be determined by APKM SDK from time to time at its sole discretion. The Net Revenue Share is determined dynamically for each impression and is based on terms negotiated programmatically between APKM SDK and its Partners.

Payments shall be calculated solely based on records maintained by APKM SDK, and no other measurements or statistics of any kind will be accepted or have any effect. Payments to you may be withheld to reflect or adjusted to exclude any amounts refunded or credited to advertisers and any amounts arising from invalid activity, as determined by APKM SDK in its sole discretion.

Invalid activity is determined by APKM SDK in all cases and includes, but is not limited to:

- (i) Spam, invalid impressions or invalid clicks on ads generated by any person, bot, automated program or similar device, including through any clicks or impressions originating from your IP addresses or computers under your control;
- (ii) Clicks solicited or impressions generated by payment of money and false representation;
- (iii) Clicks or impressions co-mingled with a significant amount of the activity described in and above;
- (iv) Any breach of these Terms by you.

7. WARRANTIES

Customers are solely responsible for the content or information they post, upload, publish or display in connection with the APKM SDK Services, or transmit to other users. We are not responsible for any Customer's Content. We reserve the right, but are not obligated to, delete, move or edit Customer's Content that we, in our sole discretion, deem to be in violation of the guidelines set forth herein or any other applicable content guidelines or deem to be otherwise unacceptable.

8. INTELLECTUAL PROPERTY

All intellectual property rights in and to the APKM SDK Services are and shall remain the exclusive property of APKM SDK. Such rights include, but are not limited to, database rights, copyright, design rights (whether registered or unregistered), patents, trademarks (whether registered or unregistered) and other similar rights, wherever existing in the world, together with the right to apply for protection of the same.

All other trademarks, logos, service marks, company or product names displayed on the APKM SDK Services are the property of their respective owners. No right or license to use any patent, copyright, trademark, service mark, trade secret or other intellectual property contained in the APKM SDK Services or in any software, systems, designs or processes related to the APKM SDK Services is granted or otherwise conferred to you by your use of the APKM SDK Services, and all such rights are and shall remain the exclusive property of APKM SDK, its affiliates or third-party licensors.

The [Website](#) is copyrighted as a collective work and/or compilation under the United States copyright laws, international conventions and other copyright laws. You hereby acknowledge and agree that APKM SDK is the owner of highly valuable proprietary information, including but not limited to its technology and templates (collectively, "Confidential Information"). APKM SDK owns and retains all proprietary rights in the APKM SDK Services and the [Website](#), including but not limited to all Confidential Information. You shall not post, copy, modify, transmit, disclose, publicly perform, create derivative works of, distribute, make commercial

use of, or in any way reproduce (i) any Confidential Information or (ii) any other copyrighted material, trademarks or other proprietary information accessible through the APKM SDK Services without first obtaining the prior written consent of the owner of such proprietary rights.

9. SECURITY AND CONFIDENTIALITY

APKM SDK utilizes 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.

APKM SDK utilizes measures and procedures that substantially reduce the risks of data misuse, but the Company 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. APKM SDK shall use all measures to investigate the incident, including preventive measures, as required.

Since APKM SDK operate globally, it may be required to transfer your Personal Information to other countries worldwide. In these instances, we shall 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.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall APKM, its affiliates, directors, employees, or licensors be liable for:

- (i) 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;
- (ii) 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;
- (iii) Any bugs, viruses, trojan horses, or the like that may be transmitted to or through the SDK by any third party;
- (iv) 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;
- (v) And/or the defamatory, offensive, or illegal conduct of any third-party.

11. INDEMNIFICATION

Customers agree to defend, indemnify, and hold harmless APKM SDK, 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 these Terms or your use of the SDK.

12. SEVERABILITY

If any provision of these Terms 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.

13. TERM AND TERMINATION

These Terms shall become effective upon your acceptance of the Terms by your use of the [Website](#) or the APKM SDK Services and shall remain in effect in perpetuity unless terminated hereunder.

Either you or APKM SDK may terminate your account at any time, for any reason or no reason, without explanation, effective upon sending written notice to the other party. APKM SDK reserves the right to immediately suspend or terminate your access to any of the APKM SDK Services, without notice, for any reason or no reason.

APKM SDK also reserves the right to remove your account information or data from our APKM SDK Services and any other records at any time at our sole discretion. Any fees paid hereunder are non-refundable and non-cancelable.

Upon termination of your account, your right to use the APKM SDK Services shall immediately cease and you shall remove all APKM SDK code from your mobile application. Following any termination of use of the APKM SDK Services, APKM SDK reserves the right to send a notice thereof to other registered users with whom you have corresponded. The termination or expiration of these Terms shall not affect any of the provisions of these Terms which are expressly or by their nature should continue in force after such termination or expiration.

14.PRIVACY POLICY

By enabling the APKM SDK you also agree to our [Privacy Policy](#). If you have any questions regarding this, please contact us via email support@apkm.org.