

AppsMillion Terms of Service Agreement

PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Universal Terms of Service Agreement (this “Agreement”) is entered into by and between AppsMillion Enterprise, (“AppsMillion”) and you, and is made effective as of the date of acceptance. This Agreement sets forth the general terms and conditions of your use of this website <http://www.appsmillion.com> (this “Site”) and the products and services (collectively, the “Services”) found at this Site, and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services you purchase or access through this Site.

Services found on AppsMillion.com do not guarantee publishing in AppStore or Android Market. To learn more about Apple's Application Review Process please read Apple's AppStore Guidelines. To learn more about Publishing on Android Market please read Publishing on Android Market from Google.

Your acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the following corporate policies and/or agreements:

The terms “we”, “us” or “our” shall refer to AppsMillion. The terms “you”, “your” or “User” shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

AppsMillion, in its sole and absolute discretion, may change or modify this Agreement, and the corporate policies and/or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon the earlier of (i) our email notification to you advising you of such changes or modifications or (ii) your electronic acceptance of this Agreement after such changes or modifications have been made to this Agreement as indicated by the “Last Revised” date at the top of this page.

2. ELIGIBILITY; AUTHORITY

This Site and the Services found at this Site are available only to Users who can form legally binding contracts under applicable law. By using this Site or the Services found at this Site, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your" or "User" shall refer to such corporate entity. If, after your acceptance of this Agreement, AppsMillion finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. AppsMillion shall not be liable for any loss or damage resulting from AppsMillion's reliance on any instruction, notice, document or communication reasonably believed by AppsMillion to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, AppsMillion reserves the right (but undertakes no duty) to require additional authentication from you.

3. ACCOUNTS; TRANSFER OF DATA ABROAD

Accounts. In order to access some of the features of this Site or use some of the Services found at this Site, you will have to create an account (an "Account"). You represent and warrant to AppsMillion that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If AppsMillion has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, AppsMillion reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, Payment Method(s) (as defined below), and shopper PIN. For security purposes, AppsMillion recommends that you change your password at least once every six (6) months for each Account you have with AppsMillion. You must notify AppsMillion immediately of any breach of security or unauthorized use of your Account. AppsMillion will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss AppsMillion or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

Transfer of Data Abroad. If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

4. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

1. Your use of this Site and the Services found at this Site, including any content you submit, will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.
2. You will not impersonate another User or any other person or entity, or submit content on behalf of another User or any other person or entity, without their express prior written consent.
3. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.
4. You will not use this Site or the Services found at this Site in a manner (as determined by AppsMillion in its sole and absolute discretion) that:
 - Is illegal, or promotes or encourages illegal activity;
 - Promotes, encourages or engages in defamatory, harassing, abusive or otherwise objectionable behavior;
 - Promotes, encourages or engages in child pornography or the exploitation of children;
 - Promotes, encourages or engages in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;
 - Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
 - Infringes on the intellectual property rights of another User or any other person or entity;
 - Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
 - Interferes with the operation of this Site or the Services found at this Site;
 - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
 - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding AppsMillion or AppsMillion's Services.
5. You will not copy or distribute in any medium any part of this Site or the Services found at this Site, except where expressly authorized by AppsMillion.
6. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
7. You will not use this Site or the Services found at this Site, including any of AppsMillion's related technologies, for any commercial use without AppsMillion's express prior written consent.
8. You agree to let AppsMillion use your genuine testimonial as a marketing tool in the future as part of social contribution and obligation to encourage more people involve in this exciting industry.
9. You agree to receive newsletter and announcements from AppsMillion to your email.

AppsMillion reserves the right to modify, change, or discontinue any aspect of this Site or the Services found at this Site, including without limitation prices and fees for the same, at any time.

5. YOUR USE OF APPSMILLION CONTENT AND USER CONTENT

In addition to the general rules above, the provisions in this Section 5 apply specifically to your use of AppsMillion Content and User Content posted to AppsMillion's corporate websites (i.e., those sites which AppsMillion directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

AppsMillion Content. Except for User Content, the content on this Site and the Services found at this Site, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("AppsMillion Content"), are owned by or licensed to AppsMillion in perpetuity, and are subject to copyright, trademark, and/or patent protection in Malaysia and foreign countries, and other intellectual property rights under Malaysia and foreign laws. AppsMillion Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of AppsMillion. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. AppsMillion reserves all rights not expressly granted in and to the AppsMillion Content, this Site and the Services found at this Site, and this Agreement do not transfer ownership of any of these rights.

User Content. Some of the features of this Site or the Services found at this Site may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). By posting or publishing User Content to this Site or to the Services found at this Site, you represent and warrant to AppsMillion that (i) you have all necessary rights to distribute User Content via this Site or via the Services found at this Site, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) you do not violate the rights of any third party.

Security. You agree not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any AppsMillion Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the AppsMillion Content or the User Content therein.

6. APPSMILLION'S USE OF USER CONTENT

The provisions in this Section 6 apply specifically to AppsMillion's use of User Content posted to AppsMillion's corporate websites and social media (i.e., Facebook, Twitter, Instagram and others of which AppsMillion directly controls or maintains). The applicable provisions are not intended to and do not have

the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

Generally. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

With Respect to User Submissions. You acknowledge and agree that:

1. Your User Submissions are entirely voluntary.
2. Your User Submissions do not establish a confidential relationship or obligate AppsMillion to treat your User Submissions as confidential or secret.
3. AppsMillion has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.
4. AppsMillion may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

With Respect to User Content (Other Than User Submissions).

If you have a mobile application developed on AppsMillion or another service provider, you shall retain all of your ownership or licensed rights in User Content posted on your website.

However, if you post or publish your User Content to this Site, you authorize AppsMillion to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement. Accordingly, you hereby grant AppsMillion a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site and AppsMillion's (and AppsMillion's affiliates") business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that AppsMillion may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable.

7. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

AppsMillion generally does not pre-screen User Content (whether posted to a website hosted by AppsMillion or posted to this Site). However, AppsMillion reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. AppsMillion may remove any item of User Content (whether posted to a website hosted by AppsMillion or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for

posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by AppsMillion in its sole and absolute discretion), at any time and without prior notice. AppsMillion may also terminate a User's access to this Site or the Services found at this Site if AppsMillion has reason to believe the User is a repeat offender. If AppsMillion terminates your access to this Site or the Services found at this Site, AppsMillion may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

8. ADDITIONAL RESERVATION OF RIGHTS

AppsMillion expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services that it deems necessary, in its sole and absolute discretion, (i) to correct mistakes made by AppsMillion in offering or delivering any Services, (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry, (iii) to comply with applicable local, state, national and international laws, rules and regulations, (iv) to comply with requests of law enforcement, including subpoena requests, (v) to comply with any dispute resolution process, (vi) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (vii) to avoid any civil or criminal liability on the part of AppsMillion, its officers, directors, employees and agents, as well as AppsMillion's affiliates.

AppsMillion expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels. This includes any spam or other unsolicited bulk email.

9. TRADEMARK AND/OR COPYRIGHT CLAIMS

AppsMillion supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to a copyright law that is established in the country.

10. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by AppsMillion. AppsMillion assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, AppsMillion does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release AppsMillion from any and all liability arising from your use of any third-party website. Accordingly, AppsMillion encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

11. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

You specifically acknowledge and agree that your use of this site and the services found at this site shall be at your own risk and that this site and the services found at this site are provided “as is”, “as available” and “with all faults”. AppsMillion, its officers, directors, employees, and agents disclaim all warranties, statutory, express or implied, including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. AppsMillion, its officers, directors, employees, and agents make no representations or warranties about (i) the accuracy, completeness, or content of this site, (ii) the accuracy, completeness, or content of any sites linked (through hyperlinks, banner advertising or otherwise) to this site, and/or (iii) the services found at this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, and AppsMillion assumes no liability or responsibility for the same.

In addition, you specifically acknowledge and agree that no oral or written information or advice provided by AppsMillion, its officers, directors, employees, or agents (including without limitation its call center or customer service representatives) will (i) constitute legal or financial advice or (ii) create a warranty of any kind with respect to this site or the services found at this site, and users should not rely on any such information or advice.

The foregoing disclaimer of representations and warranties shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of this agreement or your use of this site or the services found at this site.

12. LIMITATION OF LIABILITY

In no event shall AppsMillion, its officers, directors, employees, or agents be liable to you or any other person or entity for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever, including any that may result from (i) the accuracy, completeness, or content of this site, (ii) the accuracy, completeness, or content of any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (iii) the services found at this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (iv) personal injury or property damage of any nature whatsoever, (v) third-party conduct of any nature whatsoever, (vi) any unauthorized access to or use of our servers and/or any and all content, personal information, financial information or other information and data stored therein, (vii) any interruption or cessation of services to or from this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (viii) any viruses, worms, bugs, trojan horses, or the like, which may be transmitted to or from this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (ix) any user content or content that is defamatory, harassing, abusive, harmful to minors or any protected class, pornographic, “x-rated”, obscene or otherwise objectionable, and/or (x) any loss or damage of any kind incurred as a result of your use of this site or the services found at this site, whether based on warranty, contract, tort, or any other legal or equitable theory, and whether or not AppsMillion is advised of the possibility of such damages.

In addition, you specifically acknowledge and agree that any cause of action arising out of or related to this site or the services found at this site must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

In addition, you specifically acknowledge and agree that in no event shall AppsMillion's total aggregate liability exceed the total amount paid by you for the particular services that are the subject of the cause of action.

The foregoing limitation of liability shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of this agreement or your use of this site or the services found at this site.

13. INDEMNITY

You agree to protect, defend, indemnify and hold harmless AppsMillion and its officers, directors, employees, and agents, from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by AppsMillion directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the corporate policies and/or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

14. FEES AND PAYMENTS

You agree to pay any and all prices and fees due for Services purchased at this Site at the time you order the Services. All prices and fees are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term. AppsMillion expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Except as prohibited in any product-specific agreement, you may pay for Services by PayPal (as defined below). For Online Services that offer "Express Checkout" such as the OMG (Online Mobileapps Guide), clicking the Express Checkout button or Submit button will automatically place an order for that Service and charge the primary Payment Method on file for your Account. Confirmation of that order will be sent to the email address on file for your Account. Your Payment Method on file must be kept valid if you have any active Services in your Account.

If you are being billed on a monthly basis, your monthly billing date will be based on the date of the month you purchased the Services.

In an effort to ensure that there is no interruption of Services, AppsMillion may participate in “recurring billing programs” or “account updater services” supported by your credit card provider (and ultimately dependent on your bank’s participation). If you are enrolled in an automatic renewal option and we are unable to successfully charge your existing Payment Method, your credit card provider (or your bank) may notify us of updates to your credit card number and/or expiration date, or they may automatically charge your new credit card on our behalf without notification to us. In accordance with recurring billing program requirements, in the event that we are notified of an update to your credit card number and/or expiration date, AppsMillion will automatically update your payment profile on your behalf. AppsMillion makes no guarantees that we will request or receive updated credit card information. You acknowledge and agree that it is your sole responsibility to modify and maintain your Account settings, including but not limited to (i) setting your renewal options and (ii) ensuring your associated Payment Method(s) are current and valid. Further, you acknowledge and agree that your failure to do so, may result in the interruption or loss of Services, and AppsMillion shall not be liable to you or any third party regarding the same.

If for any reason AppsMillion is unable to charge your Payment Method for the full amount owed for the Services provided, or if AppsMillion is charged a penalty for any fee it previously charged to your Payment Method, you agree that AppsMillion may pursue all available lawful remedies in order to obtain payment. If you pay by credit card and if for any reason AppsMillion is unable to charge your credit card with the full amount owed for the Services provided, or if AppsMillion is charged back for any fee it previously charged to the credit card you provided, you agree that AppsMillion may pursue all available lawful remedies in order to obtain payment. You agree that the remedies AppsMillion may pursue in order to effect payment shall include, but not be limited to, immediate cancellation without notice to you of any domain names or Services registered or renewed on your behalf. AppsMillion reserves the right to charge you reasonable “administrative fees” or “processing fees” for (i) tasks AppsMillion may perform outside the normal scope of its Services, (ii) additional time and/or costs AppsMillion may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by AppsMillion in its sole and absolute discretion). Typical scenarios include, but are not limited to, customer service issues that require additional personal time or attention, fees incurred by third-party payment providers such as PayPal, fees incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a Payment Method processor, and disputes that require accounting or legal services. These administrative fees or processing fees will be billed to the Payment Method you have on file with AppsMillion.

15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

16. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

17. COMPLIANCE WITH LOCAL LAWS

AppsMillion makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

18. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not in any way be utilized to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall for all purposes be construed to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

19. EMAIL INFORMATION

If you have any questions about this Agreement, please contact us by email at:

info@appsmillion.com

20. OFFICE ADDRESS AND CONTACT

AppsMillion

Lot 20, Block D, 2nd Floor, Bundusan Commercial Centre II, Jalan Duta Bundusan, 88300 Penampang, SABAH, MALAYSIA. Tel: +6088739303.