

## APPBACKR WEBSITE TERMS OF USE

**Effective as of December 29, 2010**

*Please read these Website Terms of Use (“Terms”) carefully before using this website (“Site”). Using this Site indicates that you accept these Terms. If you do not accept these Terms, do not use this Site.*

**1. General.** This Site is owned and operated by appbackr Inc. (“appbackr,” “we” and “us”). appbackr reserves the right to revise or remove any part of the Terms in its sole discretion at any time and without prior notice to you by updating this posting. You thus should visit this page periodically for changes. If you disagree with the Terms, your sole remedy is to discontinue your use of this Site. Your continued use after a change has been posted constitutes your acceptance of those changes. If you register with appbackr to post and/or purchase mobile device applications through our online wholesale application marketplace (the “Marketplace”), other terms and conditions will also apply to your use of the Marketplace.

**2. Site Security.** You are prohibited from violating, or attempting to violate, the security of this Site. Any such violations may result in criminal and/or civil penalties against you. appbackr will investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations.

**3. Other Prohibited Activities.** In using this Site, you must also not:

- Send or otherwise transmit to or through this Site any unlawful, infringing, harmful, harassing, defamatory, threatening, vulgar, sexually explicit, hateful or otherwise objectionable material of any kind;
- Misrepresent your identity or affiliation in any way;
- Violate any applicable laws or regulations; or
- Assist or permit any persons in engaging in any of the activities described above.

**4. User-Submitted Information.** You must exercise caution, good sense and sound judgment in using this Site. You are responsible for any material you transmit to or through the Site or to us through email. You agree, represent and warrant that any information you transmit to or through the Site or to us through email is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such information. Certain information submitted by you, or otherwise collected from you, is subject to appbackr’s privacy policy, available on this Site.

**5. Unsolicited Ideas.** appbackr does not accept or consider unsolicited ideas, including ideas for new promotions, products, technologies, or processes. You must not transmit any material to or through this Site or to us through email that you consider to be confidential or proprietary. Any material that you transmit to or through this Site or to us through email will be considered non-confidential and non-proprietary. This policy serves to avoid potential misunderstandings or disputes regarding ownership of ideas. Except as expressly provided in appbackr’s privacy policy, you give appbackr an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information. You further agree that appbackr has the right to use, without any payment or accounting to you or others, any concepts, know-how or ideas that you (and those who act on your behalf) transmit to or through this Site or to us through email.

**6. Copyright.** The material made available at this Site is protected by copyright. No material from this Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without written permission of the copyright owner, except that you may download one copy of the materials on any single computer and produce one printed copy for your personal, noncommercial use only, provided you keep intact all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of the copyrights and other proprietary rights of appbackr or other entities where so indicated. Permission for all other

uses of materials contained herein, including reproducing and distributing multiple copies, or linking to any page at this Site except the “home page” (<http://www.appbackr.com>), must be obtained from appbackr in advance. Requests for such authorization should be submitted via an email to [support@appbackr.com](mailto:support@appbackr.com). For purposes of these Terms, the use of any such material on any other website or networked computer environment is prohibited. All design rights, databases and compilation and other intellectual property rights, in each case whether registered or unregistered, and related goodwill are proprietary to appbackr.

**7. Copyright Agent.** If you are a copyright owner and believe that your work has been copied and is being displayed on the Site in a way that constitutes copyright infringement, please provide our copyright agent the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Our copyright agent for notice of claims of copyright infringement on the Site can be reached by directing an email to the copyright agent at [support@appbackr.com](mailto:support@appbackr.com).

**8. Trademarks.** All trademarks, service marks, logos and trade names on this Site, whether registered or unregistered, including but not limited to “appbackr,” are proprietary to appbackr or to other companies where so indicated. You may not reproduce, download or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of the appropriate owner thereof.

**9. Links to Other Websites.** For your convenience, this Site may contain links to other websites. If you use these links, you will leave this Site. Certain of these linked websites may make use of appbackr proprietary intellectual property rights (such as copyrights, trademarks, service marks, logos and trade names) under license from appbackr. appbackr is not responsible for the availability or content of these other websites or for any viruses or other damaging elements encountered in linking to a third-party website, whether or not appbackr is affiliated with the owners of such websites. In addition, providing links to these websites should not be interpreted as endorsement or approval by appbackr of the organizations sponsoring such third-party websites or their products or services. These Terms do not apply to any other websites.

**10. Registration to Use the Marketplace.** In order to post and/or purchase mobile device applications through the Marketplace, you must register and maintain a valid account. When you register, you will be asked to submit certain information about yourself, including your name and email address, and to select a password. You represent and warrant that all of your account information is true and accurate, and you agree to update such information promptly to keep it current. To register with appbackr, you must be at least 18 years old. If you are using the Marketplace on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity. Upon registration, you must also acquire and maintain in good standing a valid payment account from PayPal or other payment processor authorized by appbackr. Upon your registration with appbackr, you must provide us with the name on such payment account and other relevant identifying information, and authorize appbackr to send payments to and receive payments from such account. You must not use your account in a misleading or unlawful manner, including in any manner intended to trade on the name or reputation of a third party. You must not register for more than one account, register for an account on behalf of an individual other than

yourself, or register for an account on behalf of any group or entity without written authorization of such group or entity. You must notify appbackr immediately of any unauthorized use of your account. You are solely responsible for any and all use of your account and all activities that occur under or in connection with your account. As noted in Section 1 above, if you register with appbackr to post and/or purchase mobile device applications through the Marketplace, other terms and conditions will also apply.

**11. Jurisdictional Issues.** This Site is controlled and operated by appbackr from its offices within the State of California, in the United States of America. appbackr makes no representation that materials in the Site are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to this Site from jurisdictions where the contents of this Site are illegal or penalized is prohibited. Software from this Site is further subject to United States export controls. No information or software from this Site may be downloaded or otherwise re-exported (i) into or to a national or resident of any country to which the United States embargoes or sanctions goods, services or technology; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using information or software from this Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

**12. Termination.** appbackr may terminate your use of this Site or any of our services at any time and for any reason without notice for conduct violating these Terms. Upon any such termination, you must destroy all materials obtained from this Site and all copies thereof. The provisions of these Terms concerning Site security, prohibited activities, copyrights, trademarks, user submissions, disclaimer, limitation of liability, indemnity, and jurisdictional issues shall survive any such termination.

**13. Disclaimer.** THE FEATURES, SERVICES AND INFORMATION IN THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, APPBACKR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPBACKR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPBACKR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR THE RESULTS OF THE USE OF THE ITEMS IN THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSION MAY NOT APPLY TO YOU.

**14. Limitation of Liability.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL APPBACKR BE LIABLE FOR ANY COMPENSATORY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE, EVEN IF APPBACKR OR A APPBACKR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING EXCLUSION MAY NOT APPLY TO YOU.

**15. Indemnity.** You agree to indemnify, defend and hold appbackr and its directors, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of these Terms or (ii) your activities in connection with this Site.

**16. Children.** This Site is a general audience site, although it contains information that may be of interest to children. However, appbackr does not seek through this Site to gather personal information from or about persons under the age of 13.

**17. Privacy.** Use of this Site is also governed by appbackr's privacy policy, available in the footer of this Site.

**18. Other.** These Terms shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. If any provision of these Terms is unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing.

If you have any questions or complaints regarding these Terms, please submit your questions or complaints via an email to [support@appbackr.com](mailto:support@appbackr.com). We will endeavor to respond to you promptly.