

# Platform usage agreement

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This Agreement is between AYSA OÜ, app distribution services provider (Platform) and You (Officially recognized developer, Developer).

## Terms

**Application (IPA file, App)** - a software that is made by a Developer that is represented in binary form and supporting files and should be executed in a compatible operating system environment.

**Platform distribution permission** - a permission given by the Developer to the Platform to distribute an App.

**Product usage permission** - a permission given by the Platform to the Customer by the terms configured by the Developer in the content publishing system of the Platform.

**Developer, You** - a physical person or a legal entity who registered an account in content publishing system operated by the Platform on address <https://publisher.appdb.to> , provided necessary documents and information via identification service on address <https://publisherid.appdb.to> (e.g. Government-issued ID, Articles of Association, Power of Attorney, VAT registration certificate, Address, Bank Account) for verification and was verified by the Platform.

**Customer** - a person who is using Platform in order to find and install applications distributed via the Platform.

**3rd-party payment options** - payment options that are not affiliated with the Platform, that are implemented by the Developer inside their App.

**Customer-based product usage model** - model, when product usage is billed per Customer. E.g. one product can be used on any Customer devices.

**Device-based product usage model** - model, when product usage is billed per Customer Device. E.g. one product can be used only on one device of a Customer.

# Subject

The Developer gives the Platform permission to distribute an App to Customer devices. Depending on the setting of distribution options in the content publishing system, Platform distributes Developer App to Customers via Customer-based or Device-based usage model.

Platform gives the Developer a set of APIs and Frameworks that allows the Developer to authenticate an App, app installation method, as well as provides anonymous, scoped, token-based authentication of Customer and customer devices. Platform also provides additional APIs that may be used by the Developer by their sole decision, if necessary, but not required.

Platform bills Developer based on active APIs usage, on the 1st day of every Month. Bill should be paid automatically, if the Developer has configured payment method inside Publisher Area, or manually till 15th day of every Month.

Platform reserves the right to suspend API usage for the Developer, if bills aren't paid in time.

## Mandatory requirements

All published applications must comply with guidelines that can be found on <https://rtfm.dbservices.to/#/guidelines/app-design> . In particular, if App requires Customers to pay for any additional features inside an App with usage of 3rd party payment options, it must state that Platform takes no responsibility for payment processing, paid features functionality, refunds, chargebacks and that any inappropriate or malicious behavior of an App can be reported to a Platform via helpdesk <https://aysa-support.freshdesk.com/a/dashboard/default> .

## Claims resolution

Every Customer has a right to use the Platform in order to submit a claim that is related to App functions, that may infringe copyright, or content inside an App falls under “prohibited particles, items and restrictions”. Such claims are being processed on the basis of a claim resolution agreement that needs to be signed by the Developer separately.

The Developer agrees that Platform support team resolution is final and can not be appealed.

## Prohibited practises, items and restrictions

Distribution of Apps that contain any of the following is not allowed on the Platform:

- Any kind of harassment, including sexual, political, religious.
- Any kind of real-world violence, including kills, tortures, abuses.
- Any activity requiring a specific license or government authorization without having one.

- Any kind of scams, or easy-to-win practices, including financial pyramids, casinos or betting services without appropriate license .
- Copyrighted content that is used without a license from the owner.
- Any activity that leads to asocial behavior, e.g. usage of weapons, drugs, riot calls or similar.
- Misleading political or/and religious statements that are not proven by political or/and religious leaders.
- Fake or mimic functionality unless it is obviously stated before usage of such functions.
- References to activity of officially recognised terrorist organizations.

## Agreement duration

This agreement is an open agreement and is effective indefinitely since the day of signature by the Developer in form of acceptance with filling Developer representatives' name, clicking on "Sign/Agree" button and confirming this action with input of two-factor authentication code in the content publishing area of the Platform or till it will be superseded by another version or/and another Agreement that needs to be accepted by the Developer. In case of such change the Platform notifies the Developer in the content publishing system and via appropriate configured notification options.

## Agreement termination

The Platform reserves a right to terminate an Agreement with notification to the Developer of issues that arose and need to be fixed in order for the Agreement to be continued. In case of non-resolution within the notification timeframe:

- The Platform suspends API access for the Developer.
- The Platform removes Developer-submitted content from public access by the Customers and gives the Developer six months to export all data from the Platform.

After the six month period ends, the Platform Issues final Invoice and removes all Developer content from the Platform.

The developer has a right to terminate an Agreement with notification to the Platform support team at any time. In this case the same procedure invokes.

## Governing law

This Agreement is governed by laws of the Republic of Estonia. The Developer and the Platform agree to resolve disputes between each other. In case of non-resolution, disputes should be resolved via the Arbitration Court of the Chamber of Commerce of Estonia.

# Platform operator

AYSA OÜ

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Registry code: 14471074

VAT number: EE102068018 (from 2018-05-14)

Dated 18 Apr 2024