

Beautiful Ringtone Themes App End User License Agreement

This End User License Agreement ("Agreement") is between you and **Beautiful Ringtone Themes** and governs use of this app made available through the Google Play Store. By installing the **Beautiful Ringtone Themes** App, you agree to be bound by this Agreement and understand that there is no tolerance for objectionable content. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the **Beautiful Ringtone Themes** App.

In order to ensure **Beautiful Ringtone Themes** provides the best experience possible for everyone, we strongly enforce a no tolerance policy for objectionable content. If you see inappropriate content, please use the "Report as offensive" feature found under each post.

- 1. Parties** This Agreement is between you and **Beautiful Ringtone Themes** only. Notwithstanding the foregoing, you acknowledge that Google and its subsidiaries are third party beneficiaries of this Agreement and Google has the right to enforce this Agreement against you. **Beautiful Ringtone Themes**, not Google, is solely responsible for the **Beautiful Ringtone Themes** App and its content.
- 2. Privacy** **Beautiful Ringtone Themes** may collect and use information about your usage of the **Beautiful Ringtone Themes** App, including certain types of information from and about your device. **Beautiful Ringtone Themes** may use this information, as long as it is in a form that does not personally identify you, to measure the use and performance of the **Beautiful Ringtone Themes** App.
- 3. Limited License** **Beautiful Ringtone Themes** grants you a limited, non-exclusive, non-transferable, revocable license to use the **Beautiful Ringtone Themes** App for your personal, non-commercial purposes. You may only use the **Beautiful Ringtone Themes** App on Google devices that you own or control and as permitted by the Google Play Store Terms of Service.
- 4. Age Restrictions** By using the **Beautiful Ringtone Themes** App, you represent and warrant that (a) you are 17 years of age or older and you agree to be bound by this Agreement; (b) if you are under 17 years of age, you have obtained verifiable consent from a parent or legal guardian; and (c) your use of the **Beautiful Ringtone Themes** App does not violate any applicable law or regulation. Your access to the **Beautiful Ringtone Themes** App may be terminated without warning if **Beautiful Ringtone Themes** believes, in its sole discretion, that you are under the age of 17 years and have not obtained verifiable consent from a parent or legal guardian. If you are a parent or legal guardian and you provide your consent to your child's use of the **Beautiful Ringtone Themes** App, you agree to be bound by this Agreement in respect to your child's use of the **Beautiful Ringtone Themes** App.
- 5. Objectionable Content Policy** Content may not be submitted to **Beautiful Ringtone Themes**, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including

copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

6. Warranty **Beautiful Ringtone Themes** disclaims all warranties about the **Beautiful Ringtone Themes** App to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, **Beautiful Ringtone Themes**, not Google, shall be solely responsible for such warranty. 7. Maintenance and Support **Beautiful Ringtone Themes** does provide minimal maintenance or support for it but not to the extent that any maintenance or support is required by applicable law, **Beautiful Ringtone Themes**, not Google, shall be obligated to furnish any such maintenance or support.

8. Product Claims **Beautiful Ringtone Themes**, not Google, is responsible for addressing any claims by you relating to the **Beautiful Ringtone Themes** App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the **Beautiful Ringtone Themes** App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.

9. Third Party Intellectual Property Claims **Beautiful Ringtone Themes** shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the **Beautiful Ringtone Themes** App. To the extent **Beautiful Ringtone Themes** is required to provide indemnification by applicable law, **Beautiful Ringtone Themes**, not Google, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the **Beautiful Ringtone Themes** App or your use of it infringes any third party intellectual property right.