

## Publishing Center Terms of Use

These Publishing Center Terms of Use ("**Terms**") constitute a legally binding agreement between Softonic International, S.A. ("**Softonic**," "**we**," "**us**," or "**our**") and anyone who accesses and uses the Developer Center (the "**Marketplace**"). These Terms govern your access to and use of the Marketplace, including all content, functionality, and services offered on or through the Marketplace. By registering for, accessing, or using the Marketplace in any manner, you agree to be bound by these Terms in their entirety.

If you do not agree to be bound by these terms, do not access or use the marketplace.

### 1. Eligibility and Scope

**1.1.** You may not use the Marketplace if you are in a jurisdiction that is subject to sanctions, embargoes, or trade restrictions imposed by the European Union, the United States, or any other applicable jurisdiction.

**1.2.** Softonic reserves the right to update, revise, or otherwise modify these Terms at any time by posting updated Terms on the Marketplace. All changes are effective immediately upon posting and apply to all access to and use of the Marketplace thereafter. Your continued use of the Marketplace constitutes acceptance of such changes.

**1.3.** Softonic legally reserves the right to deny access, at any time and without prior notice, to those users who do not comply with these Terms at any time.

### 2. Account Registration and Access Credentials

**2.1.** Softonic reserves the right to require user registration for access to certain services on the Marketplace. When registration is required, users must complete the online registration process as expressly established for each service, providing the information as prompted in the relevant registration form. Registration may require you to first be subscribed to a third-party provider (e.g., social network, email provider). The user must abide by the terms and conditions of such third-party provider before registering. You agree to provide truthful, complete, and up-to-date information as part of the registration process.

**2.2.** All the information provided by users through the Website must be truthful, accurate, updated, and complete. For this purpose, each user guarantees the authenticity of all data provided when filling out the forms required to register or subscribe to the relevant services.

**2.3.** In order to submit and/or upload any content (including Developer Content, as defined in these Terms) to the Marketplace or to comment or to use any interactive services associated with the Marketplace, registration and authentication will always be required. Once users are registered and obtain a password, they may be able to post, upload, or publish contributions subject to the provisions of these Terms.

**2.4.** If the user chooses or is provided with a user identification code, password, or any other piece of information as part of our security procedures (the "**password/s**"), the user must treat such information as confidential. The user must not disclose it to any third party and will use it diligently.

**2.5.** Assigned passwords are personal and non-transferable; no assignment of passwords, even temporarily, to third parties is permitted. As such, users agree to use their passwords diligently and keep such passwords secret. In the event that a user knows or suspects the loss, theft, or use of his/her password by others or that anyone other than the user knows his/her password, then that user must promptly bring this to the attention of Softonic at [privacy@softonic.com](mailto:privacy@softonic.com).

**2.6.** Softonic has the right to disable any password, whether chosen by the user or allocated by Softonic, at any time, if the user has failed to comply with any of the provisions of these Terms.

**2.7.** Each user is responsible for costs and damages caused by the use of the Marketplace, content, or services by any third party using his/her password due to careless use or loss of it by a user.

### **3. Marketplace Usage**

**3.1.** When using the Marketplace and any Apps obtained from it, you commit to strict adherence to all applicable local, national, and international laws, regulations, and governmental orders. This comprehensive obligation includes but is not limited to: (i) Respecting copyrights, trademarks, patents, trade secrets, and other proprietary rights of all parties, including Softonic and third-party developers; (ii) Ensuring your use of the Marketplace and Apps does not compromise network security or facilitate malicious activities; (iii) Adherence to all applicable anti-bribery and anti-corruption laws. Any use of the Marketplace or Apps that violates these laws is strictly prohibited and may lead to immediate termination of your access and potential legal action.

**3.2.** Softonic explicitly states that it does not develop, create, validate, formally review, or endorse any of the Apps listed on the Marketplace. Our role is limited to providing a platform for developers to make their Apps available to users. The inclusion or presence of an App on the Marketplace does not, in any way, imply Softonic's approval, recommendation, warranty, certification, or endorsement of that App's quality, safety, security, functionality, or compliance with any standards. All Apps are supplied by independent third-party developers, who are solely responsible for their respective Apps. Softonic assumes no responsibility or liability for the content, performance, or any aspect of third-party Apps. Your decision to download or use any App is based solely on your own judgment and risk assessment.

### **4. Developer Responsibilities and Content Licensing**

**4.1.** When you submit any App, software, code, scripts, APIs, metadata, descriptive text, documentation, images, videos, audio files, or any other related content (collectively referred to as "**Developer Content**") to the Marketplace, you expressly retain all ownership of your intellectual property rights in such Developer Content. This means Softonic does not acquire ownership of your App or its components by virtue of your submission to the Marketplace. Your intellectual property rights, including copyrights, patents, trademarks, and trade secrets, remain yours. However, this retention of ownership is subject to the license you grant to Softonic as described in the following sub-section. Software and content submitted to the Publishing Center must fall within clearly defined categories that align with our strategic and legal framework. Examples of acceptable categories include: (i) Productivity tools, (ii) Educational software; (iii) Developer utilities; (iv) Business and enterprise tools and; (v) Open-source applications.

**4.2.** To enable Softonic to effectively operate the Marketplace and promote your App, you hereby grant to Softonic a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable, and limited-term license to host, use, reproduce, modify (for technical compatibility purposes only, without altering core functionality), transmit, display, perform, distribute, and publicly perform your Developer Content. This license is strictly limited to what is necessary for the following purposes:

- A. **Provision, Operation, and Improvement of the Marketplace:** This includes the technical operations required to make your App available to users, display its details, enable downloads, and improve the overall functionality, stability, and user experience of the Marketplace.
- B. **Compliance with Legal Obligations and Law Enforcement Requests:** Softonic may need to access, use, or disclose your Developer Content to comply with applicable laws, regulations, legal processes, or valid governmental requests, including those from law enforcement agencies.
- C. **Ensuring Technical Compatibility and Security Integrity:** This permits Softonic to make technical adjustments or formatting changes to your Developer Content to ensure compatibility with various devices, operating systems, and network environments, and

to conduct security scans or take measures necessary to protect the integrity and security of the Marketplace and its users.

**4.3.** You hereby grant Softonic a non-exclusive, worldwide, royalty-free, fully paid-up, and revocable license to use your company name, trade names, trademarks, service marks, logos, and any visual representations or screenshots of your Developer Content (including, but not limited to, App icons, in-App screenshots, and promotional images) solely for the purpose of marketing, promoting, and showcasing your App and the Marketplace itself, through any Softonic-owned or Softonic-partnered channels, including the Marketplace website, marketing materials, social media, and press releases.

**4.4.** By submitting Developer Content to the Marketplace, you explicitly represent and warrant to Softonic that: You possess all necessary rights, licenses, consents, and permissions to grant the license described in Section 4.2 to Softonic. You affirm that your submission of Developer Content and the granting of this license do not violate any agreements with third parties.

**4.5.** The Developer Content, and its use by Softonic as permitted under these Terms, does not and will not infringe upon, misappropriate, or violate any intellectual property rights (including patent, copyright, trademark, trade secret), privacy rights, publicity rights, contractual rights, or any other rights of any third party.

**4.6.** The Developer Content fully complies with all applicable laws, regulations, and industry standards in all relevant jurisdictions. Furthermore, you warrant that the Developer Content does not contain any viruses, worms, Trojan horses, spyware, adware, backdoors, time bombs, cancelbots, corrupted files, or any other malicious code, harmful components, or technologically harmful material that could damage, disable, or impair the Marketplace or any user's device or data.

**4.7.** The Developer Content performs precisely as described in its accompanying documentation, metadata, and promotional materials provided to Softonic. You guarantee that the Developer Content does not misrepresent its functionality, purpose, or features, and that all claims made about it are truthful and verifiable.

**4.8.** You acknowledge and agree that you are solely and exclusively responsible for the ongoing maintenance, timely updates, and technical support for your Developer Content you submit to the Marketplace. This includes providing bug fixes, security patches, new features, and compatibility updates as necessary. Softonic assumes no obligation whatsoever to provide any support, maintenance, or updates for any third-party App listed on the Marketplace. Any issues, defects, or user queries related to your App are your direct responsibility to address. Softonic merely provides the platform for distribution and disclaims all liability for the functionality, support, or maintenance of your Developer Content.

## **5. Intellectual Property Rights**

**5.1.** All intellectual property rights, title, and interest in and to the Marketplace itself, including but not limited to its underlying software, visual interfaces, graphic design, compilation of content, algorithms, databases, underlying code, methods, and any related documentation, are and shall remain the exclusive property of Softonic or its licensors. This protection extends to all enhancements, derivatives, and modifications made to the Marketplace. Except as expressly and explicitly provided in these Terms, such as the limited license granted to you for accessing and using the Marketplace in accordance with these Terms, nothing herein shall be construed as granting, by implication, estoppel, or otherwise, any right or license to use any of Softonic's intellectual property. You agree not to copy, modify, distribute, sell, or lease any part of our intellectual property, nor may you reverse engineer or attempt to extract the source code of the Marketplace, unless laws prohibit these restrictions or you have our explicit written permission. Any unauthorized use of Softonic's intellectual property is strictly prohibited and may result in legal action.

**5.2.** The Marketplace may display various trademarks, logos, service marks, company names, product names, and other proprietary designations that are not owned by Softonic. All such third-party intellectual property is the exclusive property of their respective owners. Your use of the Marketplace does not grant you any right or license to use any third-party trademarks, logos, or service marks without the prior written consent of the respective owners. You acknowledge and agree to respect the intellectual property rights of all third parties whose content or marks appear on the Marketplace.

**5.3.** We highly value your insights and strive to continuously improve the Marketplace. If you choose to submit any suggestions, comments, ideas, improvements, enhancement requests, recommendations, bug reports, or other feedback regarding the Marketplace or its features (collectively, "**Feedback**"), you hereby grant Softonic a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up, transferable, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display such Feedback in any form, media, or technology, whether now known or hereafter developed, for any purpose, including for the development, improvement, and marketing of the Marketplace and other Softonic products and services. This license is granted without any obligation for compensation or attribution to you. You understand that Softonic is not obligated to use your Feedback but may do so freely and without restriction.

## **6. Prohibited Conduct and Content**

**6.1.** You are expressly prohibited from, directly or indirectly, engaging in any of the following activities in connection with your use of the Marketplace or your submission of Developer Content. Any such actions are considered a material breach of these Terms and may result in immediate termination of your access and other legal remedies:

a) Using the Marketplace in any manner that violates or encourages the violation of any applicable local, national, or international law, statute, ordinance, regulation, treaty, or governmental order. This includes, but is not limited to, laws related to privacy, data protection (e.g., GDPR), consumer rights, export control, intellectual property, fraud, anti-money laundering, or anti-terrorism.

b) Uploading, submitting, transmitting, or distributing any Developer Content that infringes upon, misappropriates, or violates the intellectual property rights (including copyrights, patents, trademarks, and trade secrets), privacy rights, publicity rights, contractual rights, or any other proprietary or legal rights of any third party. This also includes content that is defamatory, obscene, pornographic, abusive, harassing, threatening, hateful, discriminatory, or otherwise objectionable, as determined by Softonic in its sole discretion.

c) Misrepresenting your identity, affiliation with any person or entity, or the origin of any Developer Content. This includes impersonating any person or entity, falsely stating or otherwise misrepresenting your affiliation with a person or entity, or using false headers or otherwise manipulating identifiers to disguise the origin of any Developer Content transmitted through the Marketplace.

d) Attempting to interfere with, disrupt, disable, overburden, or compromise the proper working, security, integrity, or availability of the Marketplace or its underlying infrastructure, networks, or connected systems. This includes, but is not limited to, introducing viruses, worms, defects, Trojan horses, or any other malicious code or technologically harmful material, or attempting to gain unauthorized access to any part of the Marketplace, other user accounts, or computer systems or networks connected to the Marketplace.

e) When uploading or otherwise making available any Software and Developer Content on the Marketplace, you commit to ensuring that your software and content does not fall into, and is not included within, any of the prohibited or restricted categories. These categories include, but are not limited to: (i) adult or sexually explicit content; (ii) gambling or betting applications; (iii) applications promoting violence, discrimination, or hate speech, malware, spyware; (iv) applications violating security policies, (v) applications facilitating unauthorized access to

copyrighted materials; (vi) cryptomining or cryptocurrency speculation tools; (vii) health-related tools that provide diagnostic, therapeutic, or medical advice without regulatory approval.

f) Using any robot, spider, scraper, or other automated means or interface not provided or authorized by Softonic to access the Marketplace, extract data, or collect information from the Marketplace without Softonic's explicit prior written permission. This also prohibits the use of automated systems to send more request messages to the Marketplace servers in a given period than a human can reasonably produce in the same period by using a conventional web browser.

**6.2.** Softonic takes violations of this section very seriously. We reserve the right, but are not obligated, to investigate any suspected violations of these Terms. Such investigations may involve cooperating with law enforcement authorities and third parties in the investigation and prosecution of illegal activities. Softonic may take any action it deems appropriate, in its sole discretion, including but not limited to: (i) Removing or disabling access to any prohibited content; (ii) suspending or terminating your access to the Marketplace without prior notice; (iii) Reporting your conduct to law enforcement authorities; (iv) Pursuing civil remedies, including injunctions and damages, to the fullest extent permitted by law. You agree to cooperate fully with Softonic in any such investigation.

## **7. Content Review, Moderation, and Takedown Procedures**

**7.1.** Softonic operates the Marketplace as a platform for third-party developers, and as such, we do not undertake to pre-screen, pre-approve, or actively monitor all Developer Content submitted to or made available on the Marketplace. However, Softonic explicitly reserves the right, in its sole and absolute discretion, to review, refuse to post, remove, or restrict access to any Developer Content or App that we deem to be in violation of these Terms, harmful, illegal, offensive, inaccurate, or otherwise inappropriate for the Marketplace. This includes content that may infringe on intellectual property rights, violate privacy, or pose a security risk to our users or infrastructure. Our decision to remove or restrict access to content is final and does not create any liability for Softonic.

**7.2.** If you, as a user or a third party, believe that any content or App available on the Marketplace infringes upon your rights (including intellectual property rights) or violates any applicable law, regulation, or these Terms, we encourage you to report it to us promptly. You may submit a takedown request via our dedicated online reporting form (if available) or by emailing us directly at [legal@softonic.com](mailto:legal@softonic.com). Your request must include detailed information and supporting documentation to enable us to investigate effectively. This includes:

- Your contact information (name, organization, email, phone number).
- A clear and precise description of the content or App you believe is infringing or violating the terms.
- The specific URL(s) or location(s) of the objectionable content on the Marketplace.
- A detailed explanation of why you believe the content infringes your rights or violates the law, including specific legal bases if applicable.
- Any relevant supporting evidence or documentation.

Softonic will review valid and sufficiently detailed reports in a timely manner.

**7.3.** If you are a copyright holder and believe that your rights have been infringed by content available on the Marketplace, you may submit a notice under the Digital Millennium Copyright Act (DMCA) or equivalent European legislation. Softonic will review and respond in accordance with applicable legal standards.

**7.4.** In the event of a mistaken removal, Softonic may, but is not obligated to, restore access to Developer Content if the affected party provides sufficient evidence of compliance.

## **8. Disclaimer of Warranties**

**8.1.** You explicitly understand and agree that the Marketplace, along with all associated services, content, Apps provided through it, are offered on an "**as is**" and "**as available**" basis. This means that Softonic provides the Marketplace with all faults and without any guarantees. Softonic makes no warranties of any kind, whether express, implied, or statutory, regarding the operation, availability, or content of the Marketplace. This comprehensive disclaimer applies to the fullest extent permissible by applicable law.

**8.2.** Softonic expressly disclaims all implied warranties, including without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy, completeness, reliability, or accuracy of any information, content, or apps available on the marketplace.

**8.3.** Softonic makes no warranty that: a) The Marketplace will be secure or error-free, or that any defects or errors will be corrected. While Softonic strives for a secure and functional environment, it cannot guarantee absolute security or uninterrupted, error-free operation; b) any App will meet your specific expectations or requirements. As stated, Softonic does not develop or endorse third-party Apps, and therefore cannot guarantee their performance, quality, or suitability; c) the Marketplace will be available without interruption, timely, or free from viruses or other harmful components. The availability of the Marketplace is subject to various factors, including internet connectivity, server maintenance, and unforeseen technical issues.

## **9. Limitation of Liability**

**9.1.** To the maximum extent permitted by applicable law, in no event shall Softonic, its affiliates, directors, officers, employees, agents, licensors, or suppliers be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating to your access to, use of, or inability to use the Marketplace or any App obtained from it. This includes, but is not limited to, damages for loss of profits, revenue, data, goodwill, business interruption, computer failure or malfunction, or the cost of procuring substitute goods or services, regardless of the legal theory (contract, tort, strict liability, or otherwise).

**9.2.** Softonic will not be held liable for any interruptions to such services, delays, errors, malfunctions and, in general, any other problems that originate from causes beyond the reasonable control of Softonic, and/or due to willful misconduct or fault of users and/or due to Force Majeure. Force Majeure is understood to include all those events beyond the reasonable control of Softonic, such as failures of third parties, operators or service companies, acts of government, lack of access to third-party networks, acts or omissions by public authorities, those produced as a result of natural disasters, power outages, and the attack by hackers or other third parties to the security or integrity of the system. In any case, whatever their cause to the extent permitted by the applicable law, Softonic shall have no liability whatsoever for any direct or indirect damages, consequential damages and/or loss of profits.

**9.3.** To the extent permitted by the applicable law, Softonic excludes all liability for damages of any kind that may result from the lack of truthfulness, accuracy, completeness and/or timeliness of the content transmitted, stored, made available or received, obtained or accessed through the Marketplace, nor for the content provided or offered by third parties or entities.

**9.4.** Softonic is not responsible for the content or information collected in the Marketplace, nor for the users' contributions or for those opinions, comments, insights or other communications that are not issued directly by Softonic. Despite the above, it is forbidden to send comments containing personal data of your own or of third parties, as well as comments containing any illegal content.

Softonic undertakes to comply with the security legal obligations and to adopt all security measures that are mandatory under applicable law. However, Softonic cannot and does not warrant that internet transmissions are completely private or secure, that any information may not be read or intercepted by others, or that there will not be any viruses, other harmful elements in the content that may cause alterations in the computer systems as well as in

documents or other systems stored therein. Correlatively Softonic cannot accept any liability deriving therefrom.

**9.5.** Notwithstanding anything to the contrary contained herein and to the maximum extent permitted by law, Softonic's total cumulative liability to you or any third party for any and all claims, damages, losses, or expenses arising under or in connection with these Terms, whether in contract, tort (including negligence), or otherwise, shall not exceed one hundred Euros (€100). This limitation represents the maximum financial exposure of Softonic for any and all claims related to these Terms or your use of the Marketplace.

**9.6.** This limitation of liability shall apply even if Softonic has been advised of the possibility of such damages, and even if a remedy set forth herein is found to have failed its essential purpose. You acknowledge that this limitation is a fundamental element of the bargain between you and Softonic and that the Marketplace would not be provided to you without such limitations.

## **10. Indemnification**

You agree to defend, indemnify, and hold harmless Softonic, its parent companies, subsidiaries, affiliates, as well as their respective officers, directors, employees, contractors, agents, licensors, and suppliers (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, actions, suits, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or in connection with any third-party claim relating to:

- Any use of the Marketplace by you or anyone using your account credentials, including any activities performed through the Marketplace that cause harm or liability to Softonic or third parties.
- Any Developer Content you submit, upload, or make available through the Marketplace, including claims of infringement of intellectual property rights, privacy rights, publicity rights, or any other proprietary rights of any person or entity, or claims that your Developer Content is defamatory, offensive, or illegal.
- Your failure to comply with any applicable local, national, or international laws, regulations, governmental orders, or industry standards, including those related to data privacy, consumer protection, export control, or cybersecurity.
- Any breach by you of these Terms of Use, including any representation or warranty made by you herein.

This indemnification obligation will survive the termination of these Terms and your use of the Marketplace. Softonic reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Softonic's defense of such claim.

## **11. Termination**

**11.1.** Softonic reserves the absolute right to immediately suspend or terminate your access to the Marketplace, or any part thereof, at any time and for any reason, with or without prior notice. Such reasons may include, but are not limited to, your violation of any provision of these Terms, engagement in fraudulent or illegal activities, requests by law enforcement or other government agencies, unexpected technical issues or problems, extended periods of inactivity, or any other conduct that Softonic, in its sole discretion, deems harmful to the Marketplace, other users, or third parties.

**11.2.** Upon any suspension or termination of your access, all rights granted to you under these Terms will cease immediately. Softonic may, but is not obligated to, take immediate steps to delete or restrict access to all associated data, content, or Developer Content linked to your account, including any Apps you have submitted. Softonic will not be liable to you or any third

party for any damages resulting from the termination of your access or the deletion of your data. It is your responsibility to maintain backups of your Developer Content.

**11.3.** Despite any termination of your access to the Marketplace or these Terms, all provisions that by their nature are intended to survive termination will remain in full force and effect.

## **12. Miscellaneous Provisions**

**12.1.** These Terms are governed by and construed in accordance with the laws of Spain.

**12.2.** The failure of Softonic to enforce any provision of these Terms shall not be deemed a waiver of future enforcement.

**12.3.** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**12.4.** Softonic shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, or Internet outages.

**12.5.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Softonic. Any attempted assignment in violation of this section shall be null and void.

**12.6.** These Terms constitute the entire agreement between you and Softonic with respect to the subject matter hereof and supersede all prior or contemporaneous communications, whether electronic, oral, or written.

**12.7.** Nothing in these Terms shall be construed as creating a partnership, joint venture, employment, or agency relationship between you and Softonic. Neither party has any authority to bind the other in any respect.

**12.8.** The headings in these Terms are for convenience only and shall not affect their interpretation.

**12.9.** The original text of these Terms is in English. Any translation is provided for convenience only, and in the event of a conflict between the English version and any translated version, the English version shall prevail.

**12.10.** You consent to receive communications from Softonic electronically, and you agree that all agreements, notices, disclosures, and other communications that Softonic provides to you electronically satisfy any legal requirement that such communications be in writing.

**12.11.** For any questions regarding these Terms, please contact Softonic at:

Softonic International, S.A. Carrer de Roc Boronat 117 08018 Barcelona, Spain Email: [legal@softonic.com](mailto:legal@softonic.com)