

# Play Console Terms of Service Effective as of April 29, 2020

## 1. Applicable Terms

1.1 Thanks for using the Play Console. The Play Console is a service provided to developers at https://play.google.com/apps/publish by Google LLC, a Delaware limited liability company with principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States; Google Ireland Limited, a company incorporated in Ireland with principal place of business at Gordon House, Barrow Street, Dublin 4, Ireland; Google Commerce Limited, a company incorporated in Ireland with principal place of business at Gordon House, Barrow Street, Dublin 4, Ireland; or Google Asia Pacific Pte. Limited, a company incorporated in Singapore with principal place of business at 70 Pasir Panjang Road, #03-71, Mapletree Business City, Singapore 117371. Google may update the



"we" or "us"). Your use, as an individual, of the Google Play Console is subject to these Google Play Console Terms of Service (the "Terms").

- 1.2 In order to accept the Terms and use the Play Console You must be at least 18 years of age and of legal age in Your country to form a binding contract with Google.
- 1.3 These Terms form a legally binding contract between You and Google in relation to Your use of the Play Console.
- 1.4 These Terms are additional terms to the Google Play Developer Distribution Agreement currently available at

https://play.google.com/about/developerdistribution-agreement.html (the "DDA"). You must accept the DDA in order to use the Play Console.

1.5 The Play Console includes web, mobile web, and app versions of the Play Console that Google may make available to You. These include management,



performance, on Google Play and the Android operating system, of app(s) associated with the Developer Account.

#### 2. Definitions

Capitalized terms that are not defined in these Terms have the meaning given to them in the DDA.

**Account Owner:** The user who initially created the Developer Account.

**Console User:** Additional users of the Developer Account who are not the Account Owner.

**You:** Any individual user of the Play Console, either as an Account Owner or as a Console User.

# 3. Privacy and Information

3.1. Any data collected or used pursuant to Your use of the Play Console is in accordance with Google's



Google collects in connection with the Play Console.

- 3.2 When You are using the Play Console or the Google Play Developer APIs (available at https://developer.android.com/google/play/develop er-api), Google collects certain "Usage Information." "Usage Information" means information about Your use of the Play Console such as Your page visits and data viewed, Your interactions with the Play Console's features and functionality (including those related to the management of the Developer Account's app(s)), Your actions when using the Google Play Developer APIs, and Your login email to the Play Console, the IP addresses, and timestamps associated with these activities. Google will associate this Usage Information with the Developer Account.
- 3.3 All Usage Information Google collects may be shared with the Account Owner, among other things, to enable their management of the Developer



3.4 In the event any apps are transferred to a new Developer Account, all Usage Information related to these apps will be associated with the new Developer Account and may be shared with the Account Owner of the new Developer Account as described in Section 3.3.

3.5 Google will retain the Usage Information as long as its associated Developer Account is active. Any changes in Your ability to access the Play Console or the status of Your user login (including its deactivation) will not affect this retention period.

#### 4. Restrictions on Use

You may not use the Play Console:

- beyond the intended Play Console functionality outlined in the Terms and other Play Console documentation;
- to engage in, promote or encourage illegal activity or abusive behavior;



 to access any other Google product or service in a manner that violates the terms of service of such other Google product or service.

#### 5. Modification and Termination of Services

- 5.1 Google may, at its sole discretion, change, discontinue, or limit access to any Play Console feature or functionality, including reporting metrics, for any reason at any time without liability to You or the Account Owner.
- 5.2 If Google discontinues the Play Console, where reasonably possible, Google will give You reasonable advance notice. If Google discontinues any top-level metric or reporting feature, Google will endeavor to provide at least thirty (30) days prior written notice via in-product messaging, email, blog posts, or through other reasonable means.
- 5.3 Google may make changes to the Terms at any time with notice and the opportunity to decline further use of the Play Console. Google will post



Your contact email. Changes will not be retroactive. They will become effective, and will be deemed accepted by You, (a) immediately for those who become Account Owners or Console Users after the notification is posted; or (b) for pre-existing Account Owner and Console Users, on the date specific in the notice, which will be no sooner than thirty (30) days after the changes are posted (except changes addressing new functions of the Play Console or changes required by law will be effective immediately).

5.4 If You do not agree with the modifications to the Terms, You may terminate Your use of the Play Console, which will be Your sole and exclusive remedy. You agree that Your continued use of the Play Console constitutes Your agreement to the modifications of the Terms.

5.5 If You violate any of the Terms, Google may terminate Your access to the Play Console.

Additionally, to the maximum extent permitted by



### 6. General Legal Terms

- 6.1 The governing law and jurisdiction set forth in the DDA applies to all claims arising out of or relating to the Terms or Your relationship with Google under the Terms.
- of Service (if You are using the Google Play
  Developer APIs), and the DDA constitute the entire
  legal agreement between You and Google and
  govern Your use of the Play Console and completely
  replace any prior agreements between You and
  Google in relation to the Play Console. The English
  language version of the Terms will control and
  translations, if any, are non-binding and for
  reference purposes only. If there is a conflict
  between the Terms, the Google Play Developer API
  Terms of Service, and the DDA, the Terms will apply.
- 6.3 Sections 2 (Definitions), 3 (Privacy and Information), and 6 (General Legal Terms) will



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