

AppRedeem TERMS OF SERVICE

1.0 AGREEMENT

The AppRedeem Service ("AppRedeem" or the "Service"), owned and operated by AppRedeem, Inc. is provided to you ("Advertiser"), ("Member") under the terms and conditions of this AppRedeem Service Agreement and any amendments thereto and any operating rules or policies (collectively, the "ASA" or "Agreement"). AppRedeem reserves the right, in its sole discretion, to change, modify, add or remove all or part of the ASA at any time. AppRedeem reserves the right to modify the ASA at anytime by AppRedeem posting a new agreement on our website (<http://www.AppRedeem.com/terms.php>), if any modification to this agreement is unacceptable to you, your only recourse will be to terminate this agreement. Your continued participation in the Service following our posting of a new agreement on our site will constitute a binding acceptance of the change.

1.1 By accepting the terms and conditions of the ASA, Advertiser, Member (a) represents and warrants that he or she is 18 years old or older; (b) agrees to provide true, accurate, current and complete information about "You" as prompted by the Account Registration Form; and (c) agrees to maintain and update this information to keep it true, accurate, current and complete. If any information provided by Advertiser, Member is untrue, inaccurate, not current or incomplete, AppRedeem has the right to terminate Advertiser, Member account and refuse any and all current or future use of the Service.

1.2 BY COMPLETING THE ACCOUNT REGISTRATION PROCESS AND CLICKING THE "CREATE ACCOUNT" BUTTON, YOU AGREE TO BE BOUND BY THE ASA. If these terms and conditions or any future changes are unacceptable to you, you may cancel your account pursuant to Section 6.0 regarding termination of service.

2.0 DESCRIPTION OF AppRedeem SERVICE By completing this registration, Advertiser and member creates an Account. The role of an AppRedeem account gives the Advertiser the ability to buy advertising by providing funds and selecting the AppRedeem offer wall to display their mobile App(s) in the AppRedeem network for specified periods of time in an advertiser role. The AppRedeem member receives points when member indirectly purchases mobile apps through the AppRedeem offer wall. The points are redeemed with gift codes when member votes and offers suggestions about the mobile app purchased.

2.1 Member realizes and understands that points will 'not' be accumulated if the mobile app purchased or installed from the AppRedeem offer wall has been previously installed before under the same member account.

2.2 Editorial Review - AppRedeem editors will review each mobile App individually and has the right to reject the Advertiser's mobile app for any reason. Upon passing the editorial review, the mobile app will be displayed in the AppRedeem service.

2.3 Technical Support - Members and Advertisers may receive technical help and resolve billing inquiries by emailing AppRedeem Technical Support at support@AppRedeem.com.

2.4 Display mobile app, web app, Category, Description, Title and Preview page - Displayed content of customer's mobile app as seen fit to the AppRedeem Service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of fitness for a particular purpose. Neither this agreement nor any documentation furnished under it is intended to express or imply any warranty that the AppRedeem service program will be uninterrupted, timely or error-free. APPREDEEM'S LIABILITY TO ADVERTISER SHALL NOT, FOR ANY REASON, EXCEED THE AGGREGATE PAYMENTS ACTUALLY MADE BY ADVERTISER TO APPREDEEM OVER THE COURSE OF THE EXISTING TERM. USE OF APPREDEEM SERVICE SUBMISSIONS: By submitting material, mobile app(s) or web page listings to the AppRedeem Service (including information regarding the listing) you are irrevocably granting AppRedeem, its licensees, and any entities in the AppRedeem Distribution Network, the right to use all parts of the material, without limitation, including modifying it or using it commercially and authorizing others to do so. AppRedeem reserves the right to edit, refuse, reject or remove any website, mobile app or listing at its discretion at any time from the AppRedeem Service.

3.0 Advertiser REPRESENTATIONS - Advertiser affirms that he is the legal owner of the mobile app URL specified in his account, an employee of the legal owner of the domain, or has obtained express written permission from the legal owner of the domain for use of the AppRedeem Service with the domain. Advertiser expressly agrees to indemnify AppRedeem from any claims by any third party arising from use of the AppRedeem Service with the specified URL.

4.0 PAYMENTS - AppRedeem reserves the right to change display payment points at any time for members.

5.0 TERMINATION

5.1 Either Member, Advertiser or AppRedeem may terminate the Service with or without cause at any time and effective immediately and without prior notice. AppRedeem may terminate by a written or email notice to the Advertiser. Notices of termination initiated by Advertiser must be done through the AppRedeem online account management area by 'disabling' their URLs. AppRedeem shall not be liable to Advertiser, Member or any third party for termination of Service. Should Member object to any terms and conditions of the ASA or any subsequent modifications hereto or become dissatisfied with the Service in any way, Member's sole recourse is to immediately: (1) discontinue use of the Service; (2) terminate Service subscription; and (3) notify AppRedeem of termination. Upon termination of the Subscription, Member's right to use the Subscription services immediately ceases. Member shall have no right and AppRedeem shall have no obligation thereafter to forward any information associated with Member's account. Any amounts paid for the month in which you cancel and any monthly fee(s) for any month expired before your termination is non-refundable.

6.0 Advertiser - Either party may terminate the AppRedeem subscription on thirty (30) days notice if the other party has materially breached or is otherwise not in compliance with any provision of the ASA, and such breach or noncompliance is not cured within such thirty (30) day period. AppRedeem reserves the right to IMMEDIATELY suspend any Advertiser listing or website and Advertiser access to the AppRedeem service until such breach or noncompliance is cured.

6.1 Termination for Illegal, fraud or Other Activity. Notwithstanding the foregoing, AppRedeem may, but has no duty to, immediately terminate Member or Advertiser and remove it from AppRedeem servers if AppRedeem in its sole discretion concludes that Advertiser, Member is engaged in fraud, illegal activities or the sale of illegal or harmful goods or services, or is engaged in activities or sales that may damage the rights of AppRedeem or others. Any termination under this Section shall take effect immediately and Member expressly agrees that it shall not have any opportunity to cure.

6.2 Waiver. Advertiser, Member expressly waives any statutory or other legal protection in conflict with the provisions of this Section 6.

6.3 Deletion of Information. Upon termination, AppRedeem reserves the right to delete from its servers any and all information contained in Advertiser, Member account, including but not limited to order processing information, mailing lists, and any data generated by the Software.

6.4 The provisions of Section 13.0 (Proprietary Rights), Section 12.0 (Indemnity), and Section 7.0 (Disclaimer of Warranties and Liabilities) of this Agreement shall survive any termination of the Agreement.

7.0 DISCLAIMER OF WARRANTIES AND LIABILITIES THE MOBILE APP SERVICE AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER THIS AGREEMENT OR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE APPREDEEM SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE OR THAT THE SOFTWARE WILL PROVIDE UNINTERRUPTED, TIMELY OR ERROR FREE SERVICE. THE SECURITY MECHANISM INCORPORATED IN THE SOFTWARE HAS INHERENT LIMITATIONS AND ADVERTISER, MEMBER MUST DETERMINE THAT THE SOFTWARE ADEQUATELY MEETS ITS REQUIREMENTS, INCLUDING THE SECURITY USED TO PROTECT ADVERTISER, MEMBER PASSWORDS. ADVERTISER, MEMBER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT ITS OWN DISCRETION AND RISK AND THAT ADVERTISER, MEMBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD TO CUSTOMER'S COMPUTER OF SUCH MATERIAL AND/OR DATA. ADVERTISER, MEMBER ACKNOWLEDGES AND AGREES THAT THE CONTENT OF ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT ITS OWN DISCRETION AND RISK AND THAT ADVERTISER, MEMBER WILL BE SOLELY RESPONSIBLE FOR REVIEWING THE CONTENT FOR OFFENSIVE OR DAMAGING CONTENT AND APPREDEEM SHALL NOT BE LIABLE FOR ANY OFFENSIVE CONTENT OR DAMAGING CONTENT AND ADVERTISER, MEMBER IS SOLELY RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THE CONTENT OF THE SERVICE. CONTENT FROM THE DOWNLOAD OR UPLOAD VIA ANY MEANS TO CUSTOMER'S COMPUTER OF SUCH MATERIAL AND/OR DATA, APPREDEEM, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES OR LEGAL THEORIES WHATSOEVER, FOR ANY LOSS OF BUSINESS, PROFITS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, EVEN IF APPREDEEM IS AWARE OF THE RISK OF SUCH DAMAGES, THAT RESULT IN ANY WAY FROM ADVERTISER, MEMBER USE OR INABILITY TO USE THE SERVICES OR THE SOFTWARE, OR THAT RESULT FROM ERRORS, DEFECTS, OMISSIONS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE OF THE SERVICES OR THE SOFTWARE. APPREDEEM'S LIABILITY TO ADVERTISER, MEMBER SHALL NOT, FOR ANY REASON, EXCEED THE AGGREGATE PAYMENTS ACTUALLY MADE BY ADVERTISER, MEMBER TO APPREDEEM OVER THE COURSE OF THE EXISTING TERM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8.0 MODIFICATIONS TO TERMS OF SERVICE AppRedeem reserves the right to modify the ASA at anytime by AppRedeem posting a new agreement on our website (www.AppRedeem.com/terms). If any modification to this agreement is unacceptable to you, your only recourse will be to terminate this agreement. Your continued participation in the program following our posting of a new agreement on our site will constitute a binding acceptance of the change.

9.0 MODIFICATIONS TO SERVICE AppRedeem reserves the right to modify or discontinue the Service with or without prior notice to Advertiser, Member. AppRedeem shall not be liable to Advertiser, Member or any third party should AppRedeem exercise its right to modify or discontinue the Service.

10.0 SUSPENSION OF SERVICE AppRedeem reserves the right to suspend the Service with or without cause at any time and effective immediately. Suspension will be accompanied by written or email notice pursuant to Section 16.0 regarding notices.

11.0 NO RESALE OR ASSIGNMENT OF SERVICE Advertiser agrees not to resell or assign or otherwise transfer its rights or obligations under the ASA without the express written authorization of AppRedeem.

12.0 INDEMNITY Advertiser, Member agrees to indemnify and hold harmless AppRedeem and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including attorneys fees, made by any third party due to or arising out of Advertiser, Member conduct. Advertiser, Member use of the Service, the goods or services offered at Advertiser's website, Facebook or Twitter site. Any alleged violation of the ASA, or any alleged violation of any rights of another, including but not limited to Advertiser, Members use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with Advertiser, Members website. AppRedeem reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Advertiser, Member, but doing so shall not excuse Advertiser, Member indemnity obligations.

13.0 PROPRIETARY RIGHTS

13.1 Software License. Advertiser, Member acknowledges and agrees that the Service is intended for access and use by means of web browsing software, and that AppRedeem does not commit to support any particular browsing platform. AppRedeem reserves the right at any time to revise and modify the service, release subsequent versions thereof and to alter features, specifications, capabilities, functions, and other characteristics of the service, without notice to Advertiser, Member. If any revision or modification to the service materially changes Advertiser, Member ability to conduct business, Advertiser, Members sole remedy is to terminate the ASA pursuant to Section 6 regarding termination of service.

13.2 AppRedeem Intellectual Property. Advertiser, Member acknowledges and agrees that content available from AppRedeem or the Service, including but not limited to text, software, music, sound, logos, trademarks, service marks, photographs, graphics, or video, is protected by copyright, trademark, patent, or other proprietary rights and laws, and may not be used in any manner other than as specified in Section 12.1 above.

14.0 PRIVACY

14.1 Advertiser, Member Information. AppRedeem maintains information about Advertiser, Member Data on servers, including but not limited to account registration information, customer order information, Mobile App information.

14.2 Advertiser, Member agrees that AppRedeem may disclose Advertiser, Member Information in the good faith belief that such action is reasonably necessary: (a) to comply with the law; (b) to comply with legal process; (c) to enforce the ASA; (d) to respond to claims that the Advertiser's website or mobile App is engaged in activities that violate the rights of third parties; or (e) to protect the rights or interests of AppRedeem, or others; provided, however, that nothing in this section shall impose a duty on AppRedeem to make any such disclosures.

14.3 Password. Advertiser, Member shall receive a password from AppRedeem to provide access to and use of the Software and Services. Advertiser, Member is entirely responsible for any and all activities which occur under Advertiser, Members account and password. Advertiser, Member agrees to keep its password confidential, to allow no other person or company to use its account, and to notify AppRedeem promptly if Advertiser, Member has any reason to believe that the security of its account has been compromised.

14.4 Technical Access. Advertiser, Member acknowledges and agrees that technical processing of Advertiser, Member Information is and may be required: (a) for the Service to function; (b) to conform to the technical requirements of connecting networks; (c) to conform to the technical requirements of the Service; or (d) to conform to other, similar technical requirements. Advertiser, Member also acknowledges and agrees that AppRedeem may access Advertiser, Member's account and its contents as necessary to identify or resolve technical problems or respond to complaints about the Service.

15.0 FORCE MAJEURE Neither party shall be liable to the other for any delay or failure in performance under the ASA resulting directly or indirectly from acts of nature or causes beyond its reasonable control.

16.0 NOTICES Any notices or communications under the ASA shall be by electronic mail or in writing and shall be deemed delivered upon receipt to the party to whom such communication is directed, at the addresses specified below. If to AppRedeem, such notices shall be addressed to support@AppRedeem.com or 1804 Nth Shoreline Blvd Ste 220, Mountain, California 94043, USA. If to Advertiser, Member, such notices shall be addressed to the electronic or mailing address specified when Advertiser, Member opens an account with AppRedeem.

17.0 MAINTENANCE AND SUPPORT

17.1 Advertiser, Member can obtain assistance with any technical difficulty that may arise in connection with Advertiser, Member's utilization of the Software or Services by requesting assistance by email to support@AppRedeem.com.

AppRedeem reserves the right to establish limitations on the extent of such support, and the hours at which it is available.

17.2 Advertiser, Member is responsible for obtaining and maintaining all telephone, computer hardware, server, mobile device and other equipment needed for its access to and use of the Software and Services and Advertiser, Member shall be responsible for all charges related thereto.

18.0 ENTIRE AGREEMENT-The ASA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties.

19.0 GENERAL-The ASA and the relationship between Advertiser, Member and AppRedeem shall be governed by the laws of the state of California without regard to its conflict of law provisions. Advertiser, Member and AppRedeem agree to submit to the personal and exclusive jurisdiction of the Superior Court of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California. AppRedeem's failure to exercise or enforce any right or provision of the ASA shall not constitute a waiver of such right or provision. If any provision of the ASA is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of the ASA remain in full force and effect. Advertiser, Member agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the ASA must be filed within one (1) year after such claim or cause of action arose, or be forever barred. The section titles in the ASA are for convenience only and have no legal or contractual effect.

If you have any questions regarding the AppRedeem Terms of Service, please contact us at any time. Or write to us at:

Terms of Service c/o AppRedeem Inc. 1804 Nth Shoreline, Ste 220 Mountain View, CA 94043 (USA)