

AppMagic: Terms of Service

The following Terms of Service, together with all other policies referenced herein or other documents to which they refer to constitute the binding legal agreement (this "Agreement" or the "Terms") between AppMagic Inc., a Delaware corporation, with the registered address as 131 Continental Drive, Suite 301, Newark, New Castle County, Delaware, 19713, USA (collectively, "us", "we," or "AppMagic") and you ("you" or the "User").

Under this Agreement, AppMagic provides conditioned, free or fee-based access to analytical data on mobile applications ("Services") via AppMagic's website <https://appmagic.rocks> ("Website"). Website provides the users with free and fee-based access to Services. For users that choose a free option, limited information is available ("Free Services"), users of the paid Services receive additional functionality as stated in the Order Form ("Paid Services").

Sections 3-5 of the Terms apply to users of the Paid Services only, other sections of the Terms apply to all users of the Website.

BY USING THE WEBSITE OR SERVICES PROVIDED BY APPMAGIC, YOU EXPRESS YOUR UNAMBIGUOUS CONSENT WITH THE TERMS, AS MAY ADDITIONALLY BE SPECIFIED BY THE ORDER FORM. IF YOU DON'T AGREE WITH THE TERMS, PLEASE, REFRAIN FROM USING OUR WEBSITE OR SERVICES. BY ACCEPTING THE TERMS, YOU ALSO AGREE WITH [THE PRIVACY POLICY](#).

1) Authorization

If you are accessing or using the Service or executing an Order Form on behalf of an entity, you represent and warrant that:

i) you are at least 18 years of age, as some of the content provided on this site may contain material not suitable for all ages. Viewer discretion is advised.

(ii) you are authorized to accept this Agreement on such entity's behalf, and that such entity agrees to take responsibility for the use of Service in compliance with this Agreement.

2) Access to the Website

a) Website offers a login-in option via 3rd party authentication systems available (such as Google, Facebook, Weibo, Kakao, WeChat, etc.). To verify your identity we may collect your personal data in accordance with our [Privacy Policy](#).

b) You shall be responsible for maintaining the confidentiality of your login information and be fully and solely responsible for all activities that occur under your account. You agree to notify us immediately upon learning of any unauthorized use of your account or any other breach of security.

c) Sharing access to your account with other people is strictly prohibited. Violation of this rule gives us the right to permanently block your account without any reimbursement of funds paid to us if any.

3) Fees for the Paid Services

a) To request the fee estimate you shall fill in the request form on the Website. To enter a contract with us, Order Form is concluded between you or your company ("Customer") and AppMagic, and in consideration for the requested Paid Services, Customer shall pay AppMagic the amounts set forth in Order Form ("Fees"). We also reserve the right to offer discounts to Customers under conditions set out herein.

b) All Fees will be invoiced as identified in the Order Form. Unless otherwise specified in an Order Form, full payment for invoices issued must be received by AppMagic before the Paid Services are provided.

c) Customer shall be responsible for any charges incurred for i) processing wire transfers; ii) bank commissions; or iii) currency exchange rates or their fluctuations. All Fees are stated and payable in US Dollars, and are exclusive of sales tax, VAT or other taxes that may apply, which shall be added to AppMagic invoice(s) at the appropriate rate.

d) Customer agrees to make all payments without set-off or counterclaim and free and clear of any withholding or deduction (save as required by law) for any present or future taxes, levies, imposts, duties or other charges.

e) All Fees are non-cancelable and non-refundable, unless otherwise provided herein.

f) Payment Installments and Acceleration.

If the Order Form provides for payment in installments, such installment structure constitutes a payment schedule only and does not create a divisible or month-to-month subscription. Customer remains obligated to pay the full contract value specified in the applicable Order Form for the entire term.

g) Early termination, suspension of use, or unilateral discontinuation of the Services by Customer shall not relieve Customer of its obligation to pay the full remaining balance. AppMagic reserves the right to accelerate and declare immediately due and payable all outstanding amounts under the applicable Order Form.

h) IF YOU ARE A NATURAL PERSON - CONSUMER RESIDING IN EU, you have a right to withdraw from purchase of Services without any reason within 14 days before Paid Services are made available to you. YOU ARE HEREBY INFORMED AND ACKNOWLEDGE THAT YOU AS A CONSUMER LOSE THE RIGHT OF WITHDRAWAL THE MOMENT SERVICES/MATERIALS ARE MADE AVAILABLE TO YOU.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from Order Form by an unequivocal statement by email info@appmagic.rocks. You may use the attached model withdrawal form, but it is not obligatory:

- *To AppMagic Inc., 700 N. Fairfax suite 614 Alexandria VA, 22314, email: info@appmagic.rocks*
- *I/We hereby give notice that I/We withdraw from my/our Agreement for the provision of premium access to the AppMagic platform ordered on [indicate the date you submitted the Order Form],*
- *[Name of consumer(s)],*
- *[Address of consumer(s)],*
- *[Signature of consumer(s)] (only if this form is notified on paper),*
- *[Date]*

If you withdraw, we shall reimburse you all payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

4) Use of the Paid Services

a) Customer executing an Order Form shall specify the exact number of distinct individual users that are to gain access to the Services on behalf of the Customer. Customer may assign accounts to end users as they see appropriate with certain limitations described below.

b) AppMagic offers two different types of accounts: user and manager. A manager account enables the account holder to control Customer's accounts with AppMagic, such as invite, approve or remove end-users to access the Services, as well as change their status from user to manager and vice versa, provided that the number of end users equals to the number of accounts granted overall.

c) Customer may not provide anyone who is not Customer' employee with access to the Paid Services, including but not limited to employees of affiliated companies, group companies, portfolio companies of investment funds, or any other related entities. Customer also may not give access to more end users than the number specified in the Order Form. Violating this rule gives us the right to permanently block your account without any reimbursement of funds paid. AppMagic monitors how accounts are accessed and used and reserves its right to prosecute the violators.

d) In case the Paid Services provided for in the applicable Order Form are not available for an uninterrupted 2-week period, Customer shall have the right to terminate the Paid Services specified in such Order Form and claim reimbursement of the consideration for the remaining period. To exercise this right, you must inform us of your decision by an unequivocal statement by email info@appmagic.rocks.

e) The individual executing the Order Form on behalf of the Customer shall bear full legal responsibility for duly notifying all employees of the Customer's entity who are granted access to the Paid Services of the applicable terms and conditions set forth in this ToS, with particular emphasis on sections **2.c)** and **4.c)**. Any failure to convey such information shall not absolve the Customer or its employees from liability for any breaches of these provisions.

5) Publisher Data

If you, as a Customer, in accordance with the Order Form, have agreed to provide AppMagic information about your mobile apps's data by means of providing us access to your publisher accounts in Apple App Store and/or Google Play Store, or to ad monetization data by means of providing access to your Applovin Max and/or ironSource LevelPlay accounts, or to your games data by means of providing access to your Steamworks Partner account, then:

a) AppMagic commits to never disclose such data to any third party, to make every effort to ensure the confidentiality and non-dissemination of such data, and to use it solely for the purpose of improving the mathematical models used to build metrics estimates (such as apps/games revenue, downloads, retention, etc) that AppMagic provides users of the Website with. Aims of using Publisher Data does not allow access of third parties to it. The data gets mixed with the data of other publishers, the data we get from all other sources, including public financial reports, and our other studies, and then the whole aggregated dataset gets to the input of our math model. After that, there's no way to restore the original data back from the math model, and there's no way for anyone to identify any company or person who shared the data with us.

b) Once Customer agrees to provide access to such data, AppMagic shall require you to provide access to it throughout the entire period specified by the Order Form. Elsewise, AppMagic reserves the right to permanently block your account or accounts without any reimbursement of funds paid in accordance with Order Forms if any.

6) Limitations

In connection with your use of the Website, you agree that you shall not:

a) Violate any local, state, provincial, national, or other law or regulation, or any order of a court.

b) Attempt to gain unauthorized access to any part of the Services or to any AppMagic computer systems or networks.

c) Infringe the rights of any person or entity, including, without limitation, their intellectual property, privacy, publicity or contractual rights.

d) Interfere with or damage any part of the Services, including, without limitation, through the use of viruses, bots, trojans, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology.

e) Use scripts, bots, spiders, or other automated mechanisms to collect information or otherwise interact with the Services without AppMagic's express written permission. This clause is not applied to cases of using the AppMagic's API: if you interact with the API, you may automate your interaction with the API as you need it as long as it corresponds with the terms of the current Order Form.

f) Claim that AppMagic is endorsing or supporting your business, product or service without prior written approval by AppMagic.

7) Intellectual Property

a) While providing both Free Services and Paid Services AppMagic gives access to certain analytics resources and tools, including, without limitation, various usage analytics ("Materials") provided either by AppMagic or by third parties and representing copyrighted work of AppMagic and/or its third-party providers. For that sole purpose AppMagic grants User a non-exclusive, non-transferrable, non-assignable, non-sublicensable, free, worldwide license to the Materials with limitations provided herein.

b) AppMagic endeavors to provide information that is believed to be accurate, however, disclaims all warranties as to the accuracy, completeness or adequacy of any such information. You assume full responsibility for the use you make of the Website content to achieve your intended results.

c) Your use of any information or Materials on the Website is entirely at your own risk, for which, as well as business decisions made upon it, AppMagic shall not be liable. It shall be your own responsibility to ensure that any products, Materials, Services or information available through the Website meet your specific requirements.

d) You may not use the Materials or any data obtained through the Services to create competing databases, products, or services without the prior written consent of AppMagic. Without limiting the foregoing, Customer shall not use the Materials or data provided through the Services to train machine learning or artificial intelligence models, to create derivative datasets, or to develop automated systems intended to replicate or compete with the Services, unless such use has been expressly agreed in writing with AppMagic. Notwithstanding the foregoing, Customer may use aggregated insights, analyses, or summaries derived from the Materials in reports, presentations, or publications, provided that such use does not disclose the underlying data or enable reconstruction of the Materials or the Services, and is not used for commercial resale, licensing, or the development of products or services for third parties.

e) None of the Paid Services Materials may be copied, reproduced, distributed, republished, displayed, posted, transmitted, made public or be disclosed to any third party that is not a Customer in any form or by any means. Also, you may not “mirror” any Materials contained on the Website on any other server without AppMagic’s prior express written permission.

f) Any unauthorized use of any Materials made available by AppMagic may violate applicable copyright laws, trademark laws, laws of privacy and publicity, and other regulations and statutes.

g) In case of trespassing or violating any of the clauses set out in sections 7.d-f by you, AppMagic may, at its sole discretion, discontinue or limit your access to any part (or all) of the Services and/or Materials at any time without any reimbursement of funds paid to us if any. No logo, graphic, sound or image from the Website may be copied or handed over unless it is expressly permitted to do so by AppMagic.

8) Availability of the Services

a) AppMagic will use reasonable efforts to provide the Services available for at least 99% in the average of a calendar quarter. This means that the Services shall be available for all customers during 99% of a calendar quarter (including day- and nighttime, Sundays and bank holidays). Temporary downtimes for maintenance reasons, downtimes due to force majeure or reasons beyond AppMagic’s control, in particular downtimes due to power failure, shall not be taken into consideration when calculating non-availability. Non-availability of the Free Services shall not be a basis for any liability for AppMagic in any form.

9) Indemnity

a) Each party (“Indemnifying Party”) will indemnify and hold the other party, its directors, officers, employees and suppliers harmless to the fullest extent of applicable law from any third party claim, and related action, demand, loss, liability, damage, cost or expense (including, without limitation, legal fees) arising from or in connection with (i) Indemnifying Party’s violation of any laws or regulations or third-party rights (such as intellectual property or privacy rights). .

b) Indemnification Process. As a condition of receiving an indemnification under this Agreement, the Party seeking indemnification hereunder (the “Indemnified Party”) will provide the Indemnifying Party with: (a) prompt written notice of the claim, provided, however, that the failure to give such notice shall not relieve the Indemnifying Party’s obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure; (b) complete control over the defense and settlement of the claim (provided, that the Indemnifying Party will not settle any claim without the Indemnified Party’s prior written permission if the settlement fails to unconditionally release the Indemnified Party from all liability pertaining to such claim, such permission not to be unreasonably withheld, delayed or conditioned); and (c) such assistance in connection with the defense and settlement of the claim, at the Indemnifying Party’s expense, as the Indemnifying Party may reasonably request.

10) Communication and Notices

You hereby acknowledge, consent, and agree that:

a) AppMagic may correspond with you from time to time through electronic means, including but not limited to e-mails, in-application notifications, push notifications, SMS (where permitted by law), or other appropriate forms of digital communication (“Messages”).

b) You may receive messages from AppMagic relating directly to the provision, maintenance, or operation of the Service, as well as messages incidental to the Service, which may include, without limitation, announcements of new features, product updates, service recommendations, promotional offers, and marketing communications. Service-essential Messages (e.g., transactional, security, or billing notices) are necessary to the Service and cannot be opted out of while You use the Service.

c) AppMagic may, at its discretion, distribute newsletters or similar recurring communications containing information about the Service, industry insights, or promotional content, unless and until you elect to opt out of such communications in accordance with subsection (e) below.

d) AppMagic may utilize automated technologies and/or third-party messaging platforms to deliver messages or otherwise communicate with you concerning the Service. AppMagic remains responsible for compliance when using such providers.

e) You retain the right to withdraw your consent to receive promotional or marketing-related messages, including newsletters, at any time by contacting AppMagic at pr@appmagic.rocks or by using the unsubscribe link or other opt-out mechanism provided in such messages. Such withdrawal shall be effective upon AppMagic’s receipt and processing of Your request, will be honored without undue delay and in any event within ten (10) business days, and shall not affect the lawfulness of any Messages sent prior to the effective date of withdrawal.

f) By creating an account or using the Service, you expressly consent to receiving communications as described in this Section, subject to your right to withdraw consent as set forth herein.

11) Disclaimer

a) Services may provide links to third-party websites or access to third-party content, products and/or services (“Third-Party Sites and Content”). AppMagic is not responsible for such Third-Party Sites and Content; you bear all risks associated with access and/or use of such Third-Party Sites and Content.

b) THE WEBSITE, SERVICES, AND ALL MATERIALS ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. APPMAGIC EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

12) Limitation of Liability

a) Security and Fraud Detection.

AppMagic employs a range of technical and organizational measures designed to maintain the integrity, security, and lawful use of the Service.

These measures may include, among others, device fingerprinting technologies, which analyze non-personal technical parameters of the user’s device (such as browser type, operating system, screen resolution, language settings, and other configuration data) in order to generate a unique device fingerprint.

The purpose of these measures is to:

- ensure the security and stability of user accounts;
- prevent unauthorized or concurrent access to the same account;
- detect automated or fraudulent activity; and
- protect AppMagic’s infrastructure and intellectual property from misuse or abuse.

Device fingerprinting data is processed in accordance with applicable data protection laws, including GDPR and CCPA, and does not include any information that directly identifies the user (such as name, email address, or payment details).

Such data is used solely for fraud prevention and account integrity verification and is not shared with third parties except where required by law or to ensure the security of the Service.

➤ AppMagic continuously reviews and updates its security mechanisms to maintain compliance with applicable legal standards and to ensure a balance between effective protection and user privacy.

b) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SERVICES, ANY MATERIALS, OR ANY THIRD-PARTY SITES AND CONTENT. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, APPMAGIC'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL EITHER PARTY'S CUMULATIVE LIABILITY UNDER THESE TERMS EXCEED THE AMOUNT PAID TO APPMAGIC UNDER THIS AGREEMENT BY CUSTOMER.

13) Miscellaneous

a) The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

b) AppMagic shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond AppMagic's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

c) If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, void or unenforceable in any jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. The parties will negotiate in good faith to replace any such provision with a provision which is valid and enforceable.

d) You may not assign any of your rights or delegate any of your obligations hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, without AppMagic's prior written consent, which shall not be unreasonably withheld, or conditioned. Any purported assignment or delegation in violation of this Section will be null and void. AppMagic may freely assign and/or transfer this Agreement. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and intends the benefit of the Parties and their respective permitted successors and assigns.

e) APPMAGIC MAY MAKE CHANGES TO THESE TERMS FROM TIME TO TIME AT ITS SOLE DISCRETION. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF SERVICES AFTER APPMAGIC POSTS OR OTHERWISE MAKES AVAILABLE MODIFIED TERMS WILL CONSTITUTE YOUR ACCEPTANCE OF THOSE MODIFIED TERMS.

14) Governing Law and Venue

a) The validity, construction and effect of these Terms shall be governed by the laws of the State of Delaware, USA.

b) In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms, the Parties will use their best efforts to settle the dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

c) If the Parties do not reach such a solution within a period of sixty (60) days, then, upon notice by either Party to the other, all disputes shall be finally settled by binding arbitration taking place in Wilmington, Delaware. Each of the Parties to this Agreement hereby agrees and consents to such venue and waives any objection thereto. The arbitration shall be conducted in English, on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation

for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorney fees. The prevailing Party shall be entitled to an award of reasonable attorney fees.

d) Class Action Waiver. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

Contact details:

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