

# Terms and Conditions

By using and accessing the website App Growing, you are agreeing to these Terms and Conditions. If you do not agree with the Terms and Conditions, do not use, visit, register or otherwise access to this Site.

You shall represent and warrant that (I) you are 18 years of age or older, and (II) if you are agreeing to these Terms and Conditions on behalf of a corporation or an entity, you are duly authorized by such corporation or entity.

## Service of App Growing

1. These Terms and Conditions form an agreement between Youmi Technology(HK) Limited and Youmi entities, a Hong Kong limited company, ("App Growing", "us", "we", "our") and you (hereinafter referred to as the "Agreement").
2. The term "you" refers to the natural person or the legal entity visiting the Website, browsing or otherwise using the Website, or communicating with us.
3. The Website is provided solely (the "Permitted Use") for you the analytics and insights, to assist you in gathering information, to analyze App Growing's rankings and statistical information, obtained from public domain, and to use other opportunities available on the Website for the legal purposes of users.
4. App Growing provides Service that includes any and all third party and proprietary computer programs and components thereunto. In order to meet the needs of our users, we use a unique and proprietary method to gather, compile, analyze and process a wide range of non-identifiable information about mobile applications and their users through our own resources and software, and those of third parties ("Statistical Information"). Because of the broad nature of the statistical information we gather and the sources we gather it from, although we use reasonable measures to verify the accuracy of such data, please noted that we cannot guarantee its accuracy. You use Statistical Information at your sole risk and expense, and our provision of Statistical Information through the Services does not create any representation or warrant on our behalf with regard to any third party's websites, applications or information provided herein.
5. App Growing is a marketing data product built from a proprietary, advanced statistical model, therefore it is not a survey or study.
6. When you use App Growing's Services or send e-mails to us, you are communicating with us electronically. Therefore, it means you consent to receive communications from App Growing electronically. By doing so you agree that all agreements, notices, disclosures and other communications that

App Growing provides to you electronically satisfy any and all legal requirements of that such communications in writing.

7. App Growing reserves the rights to amend or modify this Agreement at any time on App Growing's sole discretion, but if we do, we will bring it to your attention by placing a notice on the Service, by sending you an email and/or by some other means. If you don't agree with the amended or modified Agreement, you are free to reject it; but you will no longer be able to use the Services. If you use the Services in any way after this Agreement is effectively changed, it means you have agreed to all of the changes. Except for changes to this Agreement made by App Growing in accordance with this section, no other amendment or modification of this Agreement will be effective unless otherwise in writing and signed by both you and App Growing.

## Use and Limitations

1. Subject to your compliance with these Terms and Conditions herein and any privacy policy, and your payment of any applicable fees, App Growing or its provider grants you a limited, revocable, non-exclusive, non-transferrable and non-sublicensable license to access and make personal use of the Services.
2. As premise and conditions of using the Services, you agree not:
  - violate any applicable law or regulation, and any judgment or order of court;
  - attempt to gain unauthorized access to any part of the Services or to any App Growing computer systems or networks;
  - infringe the rights of any person or entity, including, without limitation, their intellectual property, privacy, publicity or contractual rights;
  - interfere with or damage any part of the Services, including, without limitation, through the use of viruses, bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
  - use scripts, bots, spiders, or other automated mechanisms to collect information or otherwise interact with the Services without App Growing's express written permission;
  - copy, reproduce, modify, distribute, transfer, sell, publish, broadcast, perform, transmit, license or circulate in any form any part of the Website or the App Growing's content;
  - use the Website or Content as part of any service for sharing, lending or multi-person use, or for the purpose of any other institution, except as specifically permitted and only in the exact manner specified and enabled;

3. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions. You acknowledge that App Growing may exercise its rights (e.g. use, publish, delete) for any submissions without any notice to you.
4. You agree to provide us with true, accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your account. Upon registration, you will be provided with a login identifier ("App Growing User ID") and a password. We reserve the right to refuse registration (or cancel a App Growing User ID) for any reason and in our sole discretion. You shall be responsible for maintaining the confidentiality of your App Growing User ID and password. You are not allowed to share your App Growing User ID and/or password for any reason and are fully and solely responsible for all activities that occur under your account. You agree to notify us immediately upon awareness of any unauthorized use of your account or any other breach of security.
5. The download and view of App Growing's content is at your own risk. App Growing cannot and does not guarantee nor warrant that the Website or the App Growing's Content are compatible with your computer system or that the Website or the App Growing's Content, or any links from the Website or the App Growing 's Content, shall be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost and fee of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Website.
6. The person who uses your username and password to enter on the Website is presumed to be the full-right owner of your Personal account and all transactions made by this person are regarded as valid. Under no circumstances, we bear any responsibility for the losses that occurred as a result of an unauthorized usage or misuse of your registration data. We are under no obligation to store your username and password.
7. You shall not (and will not allow any third party) directly or indirectly to rent, distribute, assign, or otherwise transfer your username and password.
8. You shall not access the Website from different Personal accounts simultaneously. Also you may not access the Website from different devices under the same Login simultaneously.

## Indemnification

1. You agree to defend, indemnify and hold harmless App Growing from and against any and all claims, damages, losses or expenses, including without limitation reasonable attorneys' fees and costs, due to or arising out of your violation of these Terms.

## Legal Rights

1. All App Growing's content, including without limitation brand names, trademarks and logos, know-how, exclusive, intellectual, copyright, database, content, domain names are exclusively owned or licensed by App Growing and are rigorously protected by laws or regulations. All rights to any content including but not limited to software, graphic images, photographs, animations, video, audio, music, written text created by App Growing are exclusively in the possession of App Growing and any third party may use that only in accordance with licensing agreements in writing.
2. Any violation of these Terms and Conditions or any infringement of the rights hereunder is subject to legal prosecution.
3. All content provided by App Growing in the Services ("Content") are work exclusively owned by App Growing or other third party authors who has the intellectual property of that. All rights not expressly granted with respect to the Services and Content are hereby reserved. App Growing may amend, modify or stop providing the Services or Content at any time in App Growing's sole discretion.
4. You hereby grant us a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable right to use your user-name, company name, company logo, and any comments you have made publicly or privately (such as on our Sites, or on a third-party site) concerning your use of the Services (e.g., your use of App Growing) in our communications materials (website, presentations, etc.) for promotional and other business purposes .
5. App Growing respects the intellectual property of others. In appropriate circumstances we have the rights to prohibit and/or terminate the accounts of users who have repeatedly infringed others' rights at our sole discretion. If you believe that your legal copyright of work has been infringed in copied way, or your intellectual property rights have been otherwise violated, please provide the following information to App Growing:
  - an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
  - a description of the copyrighted work and the intellectual property that you claim has been infringed;

- a description of the location on the Website where the material that you claim is infringing;
  - your address, telephone number, and email address;
  - a statement that you warranted in good faith that the disputed use is not authorized by the copyright owner of rights or its agent, or by any law;
  - a statement that you warranted that all information in your notice is accurate and that you are the owner of rights or are legally authorized to act on behalf of the owner.
6. App Growing receives the notices of claims of intellectual property infringement by email [service@appgrowing.net](mailto:service@appgrowing.net).

## Disclaimer

1. You expressly understand and agree that your use of the Service is at your sole risk. App Growing and affiliates, employees, agents, partners and licensors expressly disclaim all warranties or promises of any kind, whether express or implied.
2. In no event will App Growing be liable, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, for any damages of any kind (including, without limitation, direct, indirect, incidental, consequential, special, exemplary or punitive damages, lost profits, loss of use, loss of data, personal injury, fines, fees or other liabilities), whether or not App Growing is advised of the possibility of such damages, resulting from or related to the use of, or the inability to make use of, the Website.
3. App Growing is exempted from the liability for the failure to properly perform any of its obligations, if the failure was a result of the force majeure. Due to force majeure, App Growing has the right to cancel or suspend the Services at App Growing's sole discretion.
4. The events of force majeure includes, but is not limited to:
  - hostilities (regardless of whether war is declared), civil war, rebellion, revolution, state of emergency;
  - natural disasters (hurricanes, cyclones, earthquakes, tsunamis, floods, ground subsidence, snowfalls) that are not seasonal events in this area;
  - hardware or software malfunction
  - explosions, fires, accidents, strikes in any forms;
  - actions of local authorities, as well as acts of states and international organizations.

## Third Party Resources

1. The Service may provide you with access to, contain links or references to, products, services, data, information, sites or other materials which are provided or operated by third parties (collectively, “Third Party Products”). Third Party Products are not under App Growing’s control so you expressly acknowledge that App Growing is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspects of such Third Party Products. Any provision by App Growing of Third Party Products, and any exchange of data between you and any third-party provider of a Third Party Product, is solely between you and the applicable third-party provider.
2. We may hire other companies as our partner to perform certain functions related to business such as processing payments on our behalf or selling license. Our partner may request that you provide certain personal data (e.g., a valid ID, your legal name, address, and data of birth) for the purpose of making payment through its financial institutions and complying with any laws and regulations. They may also communicate directly with you regarding any issues with a payment. Any information provided to our third party will be confidential and only be used for intended purposes.

## Term and Termination

1. The term of this Agreement (the “Term”) shall commence as of the date you first register for, access or use of the Service, and shall continue until terminated as set forth below. If you wish to terminate your account, your only recourse is to discontinue the use of the Service. You may terminate this Agreement at any time by notifying App Growing that you wish to terminate your account. App Growing may terminate this Agreement at any time, for any reason or no reason (including, without limitation, for your breach of this Agreement, violation of applicable law, or regulations).

## Governing Law

1. These Terms and all matters arising out of or related to these Terms shall be construed and enforced exclusively in accordance with Chinese law without regard to choice of law provisions. The laws apply to your access to or use of the Website or App Growing’s content, notwithstanding your domicile, residency or physical location. The Website is intended for use only in

jurisdictions where they may lawfully be offered for use. Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of the Guangzhou arbitration commission located on China according to the territory jurisdiction of App Growing in all disputes arising out of or relating to the use of the Website or App Growing's content.

## Entire Agreement and Modifications

1. These Terms (with the exception of any specific content that may additionally apply) are the entire statement that govern your use of the services. App Growing may make changes to these terms from time to time in App Growing's sole discretion. You acknowledge and agree that your use of the services after App Growing posts or otherwise makes available modified terms will constitute your acceptance of those modified terms.