

TERMS OF USE

Effective date: 04.01.2024

1. INFORMATION ABOUT ASOMOBILE.

1.1 ASOMobile is an all-in-one App Store Optimization “ASO” Software as a Service (SaaS) platform that helps app developers and marketers improve their app store visibility and increase organic downloads.

1.2. The general and informative website (<https://asomobile.net>, hereinafter referred to as the “General Website” or the “Website”) and the SaaS platform (<https://app.asomobile.net>, hereinafter referred to as the “Solution”) (together hereinafter referred to as the “Site”) are managed and operated under the responsibility of Gulf Soft and App Designer FZE. With registered office at SM-Office – B1 – FL.H-00541, P.O. box 16675, Ajman, UAE (hereinafter referred to as “ASOMobile”, “we” or “us”).

1.3. These Terms of Use are the specific conditions between ASOMobile and any (legal) person (“User” or “you”) relating exclusively to the access to and use of the Website and all its features, functionalities, data and content for the User who fully and unconditionally accepts them and must be supplemented, where applicable, by the Terms of Service, the Privacy Policy and the Cookie Policy, which remain fully applicable to the legal relationship between ASOMobile and the users of the Website. They may be consulted at any time on the website.

1.4. If you wish to purchase any of the SaaS services offered by ASOMobile, you will be redirected to our SaaS platform (<https://app.asomobile.net>, hereinafter: the “Solution”). Access to the Solution and any use of the SaaS Services automatically implies acceptance of the ASOMobile Terms of Service.

1.5. Any questions or complaints may be addressed to ASOMobile at the above address or at the following e-mail address: team@asomobile.net

2. UPDATES AND LANGUAGE VERSIONS

2.1. ASOMobile reserves the right to modify/update these Terms of Use, the Privacy Policy and the Cookie Policy, as well as access to the Website and its contents, at any time and without prior notice. These modifications are binding on the user(s) each time they visit the website. It is therefore recommended that they be consulted each time the Website is used; the date of the last modification is indicated at the top of these Terms of Use.

2.2. In the event of any discrepancy between the language versions of these Terms of Use and/or the Privacy and Cookie Policy, the English version shall prevail.

2. ACCESSIBILITY AND OPERATION OF THE WEBSITE

3.1. ASOMobile will, as far as possible, ensure that the Website is up to date and remains accessible to a normal number of users. ASOMobile does not guarantee that the functions of the Website will be available without interruption or error, that defects will be corrected

immediately or that the server that makes them available is free of viruses or other harmful components.

3.2. ASOMobile cannot be held liable for any loss or damage, of any nature whatsoever, resulting from the suspension, interruption, (technical) failure, delay, difficult accessibility and/or termination of accessibility of all or part of the Website, or from viruses or other harmful elements present on the Website.

3.3. If the user detects an error, virus or other harmful element on the website, he/she is requested to notify ASOMobile at the following address: team@asomobile.net, so that the necessary action can be taken. In any case, ASOMobile advises the User to install firewalls, antivirus and any other necessary security software on his computer in order to prevent damage.

3.4. ASOMobile reserves the right to suspend or stop all or part of the website at any time, without justification and without prior notice.

4. USE OF THE SITE

4.1. The user undertakes to use the website only in accordance with its purpose, to the exclusion of any other purpose.

4.2. The User undertakes to ensure that all the information he or she provides is accurate and up to date.

4.3. The User undertakes to use the Site in good faith and in compliance with current legislation, and in particular not to

- Sending to ASOMobile false or misleading content (and updating this content, if necessary, to ensure that it is no longer false or misleading), or communications that are obscene, racist or xenophobic, insulting, deceptive, intrusive, offensive, harmful, violent, threatening, harassing, defamatory, in breach of intellectual property rights or any of these things;

- Provide ASOMobile with email addresses or other types of content without the prior consent of the individuals involved;

- Send to ASOMobile any content that violates the rights of third parties or damages them in any way (intellectual property rights, privacy, business secrets, etc.);

- Copy any literary, artistic, visual or audiovisual content of the Site for purposes other than personal consultation;

- extract, by means of permanent or temporary transfers, all or part of the content of the Website or all or part of one or more types of data available on the Website, regardless of the extraction method used;

- Re-use, through public distribution, all or part of the contents of the Website or all or part of any of the different types of data available on the Website, in whatever form;

- Sending to ASOMobile any content that refers to illegal websites or websites with inappropriate content;
- Use the Website to send unsolicited spam, pyramid schemes or similar fraudulent processes;
- circumvent technical protection measures for documents and multimedia;
- take any action that may adversely affect the proper functioning of the Site or the Service, including the use of computer viruses, ransomware or mass mailing;
- obtaining (or attempting to obtain) unauthorised access to (any part of) the Website or the equipment (hardware and software) used for the proper functioning of the Website;
- Using a false name, pseudonym or using the identity of another person or entity;
- Use of the Website for purposes other than those described in these Terms of Use.

4.4. ASOMobile shall not be held responsible for any failure on the part of the User to comply with the Terms of Use, the Privacy and Cookie Policy and/or current legislation. The User indemnifies ASOMobile against any action, claim or complaint from third parties (including public authorities) in relation to his/her use of the Website.

4.5. The User uses the Website entirely at his/her own risk. The website, its components and all the information, software, facilities and related services are offered as they are, subject to availability, without any form of guarantee (explicit or implicit) and within the limits of the applicable legislation.

4.6. ASOMobile shall not be held responsible for any loss or damage (direct, indirect, material or immaterial) resulting from the use of the website and its components or from the impossibility of using the website in whole or in part.

4.7. The User is obliged to inform ASOMobile immediately in writing if he/she becomes aware of any inappropriate behavior or prohibited use related to the Website, by sending an e-mail to team@asomobile.net.

5. LINKS TO AND ON OTHER WEBSITES

The Website may contain links to other websites. Other websites may contain links to the Website. These third party websites are not operated by ASOMobile, which cannot be held responsible for their operation, content and use. Unless expressly stated otherwise by ASOMobile on the Website, the existence of such links does not imply any approval by ASOMobile of these third party Websites or the use that may be made of them, nor any association or partnership with the operators of these Website(s).

6. INTELLECTUAL PROPERTY RIGHTS

6.1. The Site and its components (trademarks, logos, graphics, photographs, animations, videos, music, texts, etc.) are the property of ASOMobile or are duly licensed to ASOMobile. They are protected by intellectual property rights (including copyright, neighbouring rights, database rights, design rights, trade secrets and trademarks, etc.) and may not be reproduced, used or

distributed without the prior written consent of ASOMobile or, where applicable, the relevant right holder.

6.2. Other product or company names mentioned on the Site may be trademarks of their respective owners. The User is prohibited from modifying, copying, communicating, translating, distributing, reproducing, publishing, licensing, transferring or selling the information, software, products or services obtained from these Websites without the prior written authorization of the right holder or of ASOMobile. It is also forbidden to create works derived from the aforementioned elements.

7. PERSONAL DATA

7.1. The use of the Website or the Services may entail the collection and processing of personal data by ASOMobile. ASOMobile undertakes to protect the user's personal data

a) in accordance with the Data Protection Laws (hereinafter the "Data Protection Laws"); meaning European Data Protection Laws, where applicable, (i) EU Regulation 2016/679 adopted on 27 April 2016 ("GDPR"), (ii) Directive 2002/58/EC of 12 July 2002 ("e-Privacy Directive") and any legislation replacing the GDPR and the e-Privacy Directive, (iii) any law, statute or regulation relating to the protection of personal data of a Member State of the European Economic Area ("EEA"), which may apply to either party in the context of its data processing activities or its establishment in the EEA, and any subordinate legislation made thereunder, together with any codes of practice or other guidance issued by the data protection authority in the Territory); and

b) on the terms set out in our Privacy Policy, which is available by clicking on the following link: [Privacy Policy](#).

7.2. In order to facilitate access and navigation on the Website and to personalize the presentation for each user, the Website uses "cookies" as described in the Cookie Policy.

8. REQUIREMENTS FOR THE PUBLICATION OF CONTENT

8.1. The User undertakes not to publish on the Site any Content that

- Mention third party information such as addresses, telephone numbers, email addresses, social security numbers and credit card numbers;

- is, in ASOMobile's reasonable opinion, reprehensible, or which may restrict the use of the Website by any other person, or which may expose ASOMobile or users of the Website to liability or damage.

8.2. The User accepts full responsibility for the content published in his/her profile and the consequences thereof.

8.3. The User is the owner of all the content he/she publishes on the Website. The User declares and certifies that (a) he/she owns all the rights to the content he/she publishes or has obtained the necessary authorizations to publish it; (b) the User's content is accurate; and (c) the use and display of the content provided does not violate these Terms of Use or any other law or harm or damage any other person or entity.

8.4. Only for the use of the Website and to facilitate the services, if the User publishes content on the Website, unless otherwise stated, he/she grants ASOMobile a non-exclusive and free license to use, reproduce, adapt, publish, translate, create new derivative works, distribute, execute or display this content worldwide on any support on or related to the Website and its promotion, and without any restriction of use regarding the name, image or identity of the User.

9. MODERATION AND GOOD BEHAVIOUR

9.1. ASOMobile is not responsible for any content posted, stored or downloaded by the User or any other person, or for any loss or damage, or for the conduct of any User, and ASOMobile is not responsible for errors, defamation, omissions, false information, obscenity, pornography or blasphemy that the User may encounter.

9.2. This provision does not create any right or reasonable expectation that the Website may never contain any of the aforementioned content. As a website provider, ASOMobile is not responsible for the statements, representations or content provided by its users in any public forum, website, solution, message or communication.

9.3. Although ASOMobile does not have the right to filter, edit or control the content published on the Website, ASOMobile has the right to withdraw, filter or modify, at its own discretion, any content published or stored on the Website for any reason whatsoever and without prior notice. The User is the only one who has the right to copy or backup any content that he/she publishes or stores on the Website.

9.4. If the content published by a user does not comply with the provisions of the present Terms of Use, ASOMobile has the right to suspend, delete or request modification of the content immediately and without prior notice.

9.5. The user cannot therefore claim any damages or interests. It is therefore reminded that the user is personally responsible for the specific criminal sanctions (imprisonment and fines) related to the content in question, apart from any possible condemnation to pay damages.

9.6. In the event of a dispute between users regarding content published by one of them, it is the duty of the users to contact each other and find a solution to their dispute. ASOMobile is not expected to intervene and will not intervene in this dispute resolution. ASOMobile has the right not to give any follow-up to the claim of a User that would be addressed to it, and without any responsibility.

10. COMPLAINTS

Any claim/complaint made by the User in relation to the Website will be communicated in writing within eight (8) calendar days of becoming aware that there is a reason to do so. The absence of a dispute in accordance with the aforementioned rules implies the unconditional acceptance by the User of the fact giving rise to the claim and, de facto, the definitive waiver of any claim under this point.

11. VALIDITY OF CONTRACTUAL CLAUSES

11.1. If any provision of these Terms of Use is found by a court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of these Terms of Use, which shall remain in full force and

effect. The parties agree to attempt to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves as nearly as possible the same result as the invalid or unenforceable provision. The parties' obligations under any invalid or unenforceable provision of these Terms of Use will be suspended during the period of attempted substitution.

11.2. Any failure or delay by either party to exercise any right under these Terms of Use shall not constitute a waiver of its rights under these Terms of Use or preclude the further exercise of such rights unless waived in writing.

12. APPLICABLE LAW AND COMPETENT COURT

12.1. The validity, interpretation and/or execution of these Terms of Use shall be governed entirely and exclusively by Belgian law, to the extent permitted by the applicable rules of private international law.

12.2. The parties irrevocably agree that the courts of Ajman (UAE) shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Use.

12.3. Before resorting to legal proceedings, the User and ASOMobile will seek to resolve the dispute amicably. Therefore, they will first contact each other. Then, if appropriate and necessary, they will resort to mediation, arbitration or any other alternative dispute resolution method.