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<p>Android Market Developer Distribution » Agreement Definitions Google: Google Inc., a Delaware corporation » with principal place of business at 1600 » Amphitheatre Parkway, Mountain View, CA » 94043, United States.</p>	<p>=</p>	<p>Android Market Developer Distribution » Agreement Definitions Google: Google Inc., a Delaware corporation » with principal place of business at 1600 » Amphitheatre Parkway, Mountain View, CA » 94043, United States.</p>
<p>Device: Any mobile device that can access the » Market, as defined herein.</p>	<p><></p>	<p>Device: Any device that can access the Market, » as defined herein.</p>
<p>Products: Software, content and digital » materials created for Devices in accordance » with the Android SDK and distributed via the » Market.</p>	<p><></p>	<p>Products: Software, content and digital » materials distributed via the Market.</p>
<p>Market: The Android Market site operated by Go » ogle, where Developers can distribute » Products directly to users of Devices.</p>	<p><></p>	<p>Market: The marketplace Google has created and » operates which allows registered Developers » in certain countries to distribute Products » directly to users of Devices.</p>
<p>Developer or You: Any person or company who is » registered and approved by the Market to » distribute Products in accordance with the » terms of this Agreement. Developer Account: A publishing account issued » to Developers that enables the distribution » of Products via the Market. Payment Processor(s): Any party authorized by » Google to provide payment processing » services that enable Developers with » optional Payment Accounts to charge Device » users for Products distributed via the » Market. Payment Account: A financial account issued by » a Payment Processor to a Developer that » authorizes the Payment Processor to collect » and remit payments on the Developer's behalf » for Products sold via the Market. Developers » must be approved by a Payment Processor for » a Payment Account and maintain their account » in good standing to charge for Products » distributed in the Market. Authorized Carrier: A mobile network operator » who is authorized to receive a distribution » fee for Products that are sold to users of » Devices on its network. 1. Introduction 1.1 The Market is a publicly available site on » which Android Developers can distribute » Products for Devices. In order to distribute</p>	<p>=</p>	<p>Developer or You: Any person or company who is » registered and approved by the Market to » distribute Products in accordance with the » terms of this Agreement. Developer Account: A publishing account issued » to Developers that enables the distribution » of Products via the Market. Payment Processor(s): Any party authorized by » Google to provide payment processing » services that enable Developers with » optional Payment Accounts to charge Device » users for Products distributed via the » Market. Payment Account: A financial account issued by » a Payment Processor to a Developer that » authorizes the Payment Processor to collect » and remit payments on the Developer's behalf » for Products sold via the Market. Developers » must be approved by a Payment Processor for » a Payment Account and maintain their account » in good standing to charge for Products » distributed in the Market. Authorized Carrier: A mobile network operator » who is authorized to receive a distribution » fee for Products that are sold to users of » Devices on its network. 1. Introduction 1.1 The Market is a publicly available site on » which Android Developers can distribute » Products for Devices. In order to distribute</p>

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» Products on the Market, you must acquire and
» maintain a valid Developer Account.
1.2 If you want to charge a fee for your
» Products, you must also acquire and maintain
» a valid Payment Account from an authorized
» Payment Processor.
2. Accepting this Agreement

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» Payment Processor.
2. Accepting this Agreement

2.1 This **Android Market Developer Distribution**
» Agreement ("Agreement") forms a legally
» binding contract between you and Google in
» relation to your use of the Market to
» distribute Products. In order to use the
» Market to distribute Products, you must
» first agree to this Agreement by clicking to
» accept where this option is made available
» to you. You may not distribute Products on
» the Market if you do not accept this
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» to you. You may not distribute Products on
» the Market if you do not accept this
» Agreement.

2.2 You may not use the Market to distribute
» Products and may not accept the Agreement
» unless you are verified as a Developer in
» good standing. This Agreement will
» automatically terminate if you are (a) not a
» Developer in good standing, or (b) a person
» or entity barred from using Android software
» under the laws of the United States or other
» countries including the country in which you
» are resident or from which you use the
» Android software.

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» are resident or from which you use the
» Android software.

2.3 If you are agreeing to be bound by this
» Agreement on behalf of your employer or
» other entity, you represent and warrant that
» you have full legal authority to bind your
» employer or such entity to this Agreement.
» If you do not have the requisite authority,
» you may not accept the Agreement or use the
» Market on behalf of your employer or other
» entity.

2.3 If you are agreeing to be bound by this
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» entity.

3. Pricing and Payments.
3.1 This Agreement covers both Products you
» choose to distribute for free and Products
» for which you charge a fee (once payment
» processing is enabled on the Market). In
» order to charge a fee for your Products, you
» must have a valid Payment Account under a
» separate agreement with a Payment Processor.
» If you already have a Payment Account with a
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» and condition for Products sold via the
» Market.
You may set the price for your Products in the
» currencies permitted by the Payment
» Processor. The Market may display to users
» the price of Products in their native
» currency, but it is not responsible for the
» accuracy of currency rates or conversion

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3.2 The price you set for Products will
» determine the amount of payment you will
» receive. A Transaction Fee, as defined
» below, will be charged on the sales price
» and apportioned to the Payment Processor
» and, if one exists, the Authorized Carrier.
» The remainder (sales price less Transaction
» Fee) will be remitted to you. The
» "Transaction Fee" is set forth at [http://mar
ket.android.com/support/bin/answer.py?answer
=112622](http://market.android.com/support/bin/answer.py?answer=112622) and may be revised by Google from
» time to time. Developer is responsible for
» determining if a Product is taxable and the
» applicable tax rate for the Payment
» Processor to collect for each taxing
» jurisdiction where Products are sold.
» Developer is responsible for remitting taxes
» to the appropriate taxing authority.

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» a Product is taxable and the applicable tax
» rate for the Payment Processor to collect
» for each taxing jurisdiction where Products
» are sold. Developer is responsible for
» remitting taxes to the appropriate taxing
» authority.

3.3 You may also choose to distribute Products
» for free. If the Product is free, you will
» not be charged a Transaction Fee. You may
» not collect future charges from users for
» copies of the Products that those users were
» initially allowed to download for free. This
» is not intended to prevent distribution of
» free trial versions of the Product with an
» "upsell" option to obtain the full version
» of the Product: Such free trials for
» Products are encouraged. However, if you
» want to collect fees after the free trial
» expires, you must collect all fees for the
» full version of the Product through the
» Payment Processor on the Market. In this
» Agreement, "free" means there are no charges
» or fees of any kind for use of the Product.
» All fees received by Developers for Products
» distributed via the Market must be processed
» by the Market's Payment Processor.
3.4 Special Refund Requirements. The Payment
» Processor's standard terms and conditions
» regarding refunds will apply except the
» following terms apply to your distribution

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» of Products on the Market.
Products that can be previewed by the buyer
» (such as ringtones and wallpapers): No
» refund is required or allowed.
Products that cannot be previewed by the buyer
» (such as applications): You authorize Google
» to give the buyer a full refund of the
» Product price if the buyer requests the
» refund within 48 hours after purchase.
3.5 You Support Your Product. You will be
» solely responsible for support and
» maintenance of your Products and any
» complaints about your Products. Your contact
» information will be displayed in each
» application detail page and made available
» to users for customer support purposes.
Failure to provide adequate support for your
» Products may result in low Product ratings,
» less prominent product exposure, low sales
» and billing disputes. Except in cases when
» multiple disputes are initiated by a user
» with abnormal dispute history, billing
» disputes received by Payment Processor for
» Products sold for less than \$10 may be
» automatically charged back to the Developer,
» in addition to any handling fees charged by
» the Payment Processor. Chargeback requests
» for Products \$10 or more will be handled in
» accordance with the Payment Processor's
» standard policy.
3.6 Reinstalls. Users are allowed unlimited
» reinstalls of each application distributed
» via the Market, provided however that if you
» remove a Product(s) from the Market pursuant
» to clauses (i), (ii), (iii) or (iv) of
» Section 7.1, such Product(s) shall be
» removed from all portions of the Market and
» users shall no longer have a right or
» ability to reinstall the affected Products.
4. Use of the Market by You
4.1 Except for the license rights granted by
» you in Section 5 below, Google agrees that
» it obtains no right, title or interest from
» you (or your licensors) under this Agreement
» in or to any of Products, including any
» intellectual property rights which subsist
» in those applications.
4.2 You agree to use the Market only for
» purposes that are permitted by (a) this
» Agreement and (b) any applicable law,
» regulation or generally accepted practices

» of Products on the Market.
Products that can be previewed by the buyer
» (such as ringtones and wallpapers): No
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Products that cannot be previewed by the buyer
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» removed from all portions of the Market and
» users shall no longer have a right or
» ability to reinstall the affected Products.
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» you in Section 5 below, Google agrees that
» it obtains no right, title or interest from
» you (or your licensors) under this Agreement
» in or to any of Products, including any
» intellectual property rights which subsist
» in those applications.
4.2 You agree to use the Market only for
» purposes that are permitted by (a) this
» Agreement and (b) any applicable law,
» regulation or generally accepted practices

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» or guidelines in the relevant jurisdictions
 » (including any laws regarding the export of
 » data or software to and from the United
 » States or other relevant countries).
 4.3 You agree that if you use the Market to
 » distribute Products, you will protect the
 » privacy and legal rights of users. If the
 » users provide you with, or your Product
 » accesses or uses, user names, passwords, or
 » other login information or personal
 » information, you must make the users aware
 » that the information will be available to
 » your Product, and you must provide legally
 » adequate privacy notice and protection for
 » those users. Further, your Product may only
 » use that information for the limited
 » purposes for which the user has given you
 » permission to do so. If your Product stores
 » personal or sensitive information provided
 » by users, it must do so securely and only
 » for as long as it is needed. But if the user
 » has opted into a separate agreement with you
 » that allows you or your Product to store or
 » use personal or sensitive information
 » directly related to your Product (not
 » including other products or applications)
 » then the terms of that separate agreement
 » will govern your use of such information. If
 » the user provides your Product with Google
 » Account information, your Product may only
 » use that information to access the user's
 » Google Account when, and for the limited
 » purposes for which, the user has given you
 » permission to do so.
 4.4 Prohibited Actions. You agree that you
 » will not engage in any activity with the
 » Market, including the development or
 » distribution of Products, that interferes
 » with, disrupts, damages, or accesses in an
 » unauthorized manner the devices, servers,
 » networks, or other properties or services of
 » any third party including, but not limited
 » to, Android Users, Google or any mobile
 » network operator. You may not use customer
 » information obtained from the Market to sell
 » or distribute Products outside of the
 » Market.

» or guidelines in the relevant jurisdictions
 » (including any laws regarding the export of
 » data or software to and from the United
 » States or other relevant countries).
 4.3 You agree that if you use the Market to
 » distribute Products, you will protect the
 » privacy and legal rights of users. If the
 » users provide you with, or your Product
 » accesses or uses, user names, passwords, or
 » other login information or personal
 » information, you must make the users aware
 » that the information will be available to
 » your Product, and you must provide legally
 » adequate privacy notice and protection for
 » those users. Further, your Product may only
 » use that information for the limited
 » purposes for which the user has given you
 » permission to do so. If your Product stores
 » personal or sensitive information provided
 » by users, it must do so securely and only
 » for as long as it is needed. But if the user
 » has opted into a separate agreement with you
 » that allows you or your Product to store or
 » use personal or sensitive information
 » directly related to your Product (not
 » including other products or applications)
 » then the terms of that separate agreement
 » will govern your use of such information. If
 » the user provides your Product with Google
 » Account information, your Product may only
 » use that information to access the user's
 » Google Account when, and for the limited
 » purposes for which, the user has given you
 » permission to do so.
 4.4 Prohibited Actions. You agree that you
 » will not engage in any activity with the
 » Market, including the development or
 » distribution of Products, that interferes
 » with, disrupts, damages, or accesses in an
 » unauthorized manner the devices, servers,
 » networks, or other properties or services of
 » any third party including, but not limited
 » to, Android users, Google or any mobile
 » network operator. You may not use customer
 » information obtained from the Market to sell
 » or distribute Products outside of the
 » Market.

4.5 Non-Compete. You may not use the Market to
 » distribute or make available any Product
 » whose primary purpose is to facilitate the
 » distribution of Products outside of the

<> 4.5 Non-Compete. You may not use the Market to
 » distribute or make available any Product
 » whose primary purpose is to facilitate the
 » distribution of software applications and

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<p>» Market.</p>		<p>» games for use on Android devices outside of » the Market.</p>
<p>4.6 You agree that you are solely responsible » for (and that Google has no responsibility » to you or to any third party for) any » Products you distribute through the Market » and for the consequences of your actions » (including any loss or damage which Google » may suffer) by doing so. 4.7 You agree that you are solely responsible » for (and that Google has no responsibility » to you or to any third party for) any breach » of your obligations under this Agreement, » any applicable third party contract or terms » of service, or any applicable law or » regulation, and for the consequences » (including any loss or damage which Google » or any third party may suffer) of any such » breach. 4.8 The Market will allow you to protect your » Products so that users may not share » Products with other users or devices. 4.9 Product Ratings. The Market will allow » users to rate Products. Only users who » download the applicable Product will be able » to rate it. Product ratings will be used to » determine the placement of Products on the » Market with higher rated Products generally » given better placement, subject to Google's » ability to change placement at Google's sole » discretion. The Market may also assign you a » composite score for any Product that has not » received user ratings. A Developer Composite » Score will be a representation of the » quality of your Product based on your » history and will be determined at Google's » sole discretion. For new Developers without » Product history, Google may use or publish » performance measurements such as uninstal » and/or refund rates to identify or remove » Products that are not meeting acceptable » standards, as determined by Google. Google » reserves the right to display Products to » users in a manner that will be determined at » Google's sole discretion.</p>	<p>=</p>	<p>4.6 You agree that you are solely responsible » for (and that Google has no responsibility » to you or to any third party for) any » Products you distribute through the Market » and for the consequences of your actions » (including any loss or damage which Google » may suffer) by doing so. 4.7 You agree that you are solely responsible » for (and that Google has no responsibility » to you or to any third party for) any breach » of your obligations under this Agreement, » any applicable third party contract or terms » of service, or any applicable law or » regulation, and for the consequences » (including any loss or damage which Google » or any third party may suffer) of any such » breach. 4.8 The Market will allow you to protect your » Products so that users may not share » Products with other users or devices. 4.9 Product Ratings. The Market will allow » users to rate Products. Only users who » download the applicable Product will be able » to rate it. Product ratings will be used to » determine the placement of Products on the » Market with higher rated Products generally » given better placement, subject to Google's » ability to change placement at Google's sole » discretion. The Market may also assign you a » composite score for any Product that has not » received user ratings. A Developer Composite » Score will be a representation of the » quality of your Product based on your » history and will be determined at Google's » sole discretion. For new Developers without » Product history, Google may use or publish » performance measurements such as uninstal » and/or refund rates to identify or remove » Products that are not meeting acceptable » standards, as determined by Google. Google » reserves the right to display Products to » users in a manner that will be determined at » Google's sole discretion.</p>
<p>Your Products may be subject to user ratings » to which you may not agree. You may contact » Google if you have any questions or concerns » regarding such ratings at » http://market.android.com/support/.</p>	<p><></p>	<p>Your Products may be subject to user ratings » to which you may not agree. You may contact » Google if you have any questions or concerns » regarding such ratings.</p>

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<p>4.10 Marketing Your Product. You will be » responsible for uploading your Products to » the Market, providing required Product » information to users, and accurately » disclosing the security permissions » necessary for the Product to function on » user Devices. Products that are not properly » uploaded will not be published in the » Market.</p>	<p>=</p>	<p>4.10 Marketing Your Product. You will be » responsible for uploading your Products to » the Market, providing required Product » information to users, and accurately » disclosing the security permissions » necessary for the Product to function on » user Devices. Products that are not properly » uploaded will not be published in the » Market.</p>
<p>4.11 Restricted Content. Any Product you » distribute on the Market must adhere to the » Market Content Policy for Developers Located » at http://www.android.com/market/terms/developer-content-policy.html.</p>	<p><></p>	<p>4.11 Restricted Content. Any Product you » distribute on the Market must adhere to the » Developer Program Policies.</p>
<p>5. License Grants 5.1 You grant to Google a nonexclusive, » worldwide, and royalty-free license to: » copy, perform, display, and use the Products » for administrative and demonstration » purposes in connection with the operation » and marketing of the Market and to use the » Products to make improvements to the Android » platform. 5.2 You grant to Google a nonexclusive, and » royalty-free license to distribute the » Products according to the publishing options » selected by you on the Product upload page » of the Market. 5.3 Google may use consultants and other » contractors in connection with the » performance of obligations and exercise of » rights under this agreement, provided that » such consultants and contractors will be » subject to the same obligations as Google. » After termination of this Agreement, Google » will not distribute your Product, but may » retain and use copies of the Product for » support of the Market and the Android » platform. 5.4 You grant to the user a non-exclusive, » worldwide, and perpetual license to perform, » display, and use the Product on the Device. » If you choose, you may include a separate » end user license agreement (EULA) in your » Product that will govern the user's rights » to the Product in lieu of the previous » sentence. 5.5 You represent and warrant that you have » all intellectual property rights, including</p>	<p>=</p>	<p>5. License Grants 5.1 You grant to Google a nonexclusive, » worldwide, and royalty-free license to: » copy, perform, display, and use the Products » for administrative and demonstration » purposes in connection with the operation » and marketing of the Market and to use the » Products to make improvements to the Android » platform. 5.2 You grant to Google a nonexclusive, and » royalty-free license to distribute the » Products according to the publishing options » selected by you on the Product upload page » of the Market. 5.3 Google may use consultants and other » contractors in connection with the » performance of obligations and exercise of » rights under this agreement, provided that » such consultants and contractors will be » subject to the same obligations as Google. » After termination of this Agreement, Google » will not distribute your Product, but may » retain and use copies of the Product for » support of the Market and the Android » platform. 5.4 You grant to the user a non-exclusive, » worldwide, and perpetual license to perform, » display, and use the Product on the Device. » If you choose, you may include a separate » end user license agreement (EULA) in your » Product that will govern the user's rights » to the Product in lieu of the previous » sentence. 5.5 You represent and warrant that you have » all intellectual property rights, including</p>

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» all necessary patent, trademark, trade
» secret, copyright or other proprietary
» rights, in and to the Product. If You use
» third-party materials, You represent and
» warrant that you have the right to
» distribute the third-party material in the
» Product. You agree that You will not submit
» material to Market that is copyrighted,
» protected by trade secret or otherwise
» subject to third party proprietary rights,
» including patent, privacy and publicity
» rights, unless You are the owner of such
» rights or have permission from their
» rightful owner to submit the material.

6. Brand Features and Publicity

6.1 "Brand Features" means the trade names,
» trade marks, service marks, logos, domain
» names, and other distinctive brand features
» of each party, respectively, as owned (or
» licensed) by such party from time to time.

6.2 Each party shall own all right, title and
» interest, including without limitation all
» intellectual property rights, relating to
» its Brand Features. Except to the limited
» extent expressly provided in this Agreement,
» neither party grants, nor shall the other
» party acquire, any right, title or interest
» (including, without limitation, any implied
» license) in or to any Brand Features of the
» other party. Subject to the terms and
» conditions of this Agreement, Developer
» grants to Google and its affiliates a
» limited, non-exclusive license during the
» term of this Agreement to display Developer
» Brand Features, submitted by Developer to
» Google, for use solely online or on mobile
» devices and in either case solely in
» connection with the distribution and sale of
» Developer's Product through the Market, or
» to otherwise fulfill its obligations under
» this Agreement. If Developer discontinues
» the distribution of specific Products on the
» Market, Google will cease use of the
» discontinued Products' Brand Features
» pursuant to this Section 6.2, except as
» necessary to allow Google to effectuate
» Section 3.6. Nothing in this Agreement gives
» Developer a right to use any of Google's
» trade names, trademarks, service marks,
» logos, domain names, or other distinctive
» brand features.

» all necessary patent, trademark, trade
» secret, copyright or other proprietary
» rights, in and to the Product. If You use
» third-party materials, You represent and
» warrant that you have the right to
» distribute the third-party material in the
» Product. You agree that You will not submit
» material to Market that is copyrighted,
» protected by trade secret or otherwise
» subject to third party proprietary rights,
» including patent, privacy and publicity
» rights, unless You are the owner of such
» rights or have permission from their
» rightful owner to submit the material.

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6.2 Each party shall own all right, title and
» interest, including without limitation all
» intellectual property rights, relating to
» its Brand Features. Except to the limited
» extent expressly provided in this Agreement,
» neither party grants, nor shall the other
» party acquire, any right, title or interest
» (including, without limitation, any implied
» license) in or to any Brand Features of the
» other party. Subject to the terms and
» conditions of this Agreement, Developer
» grants to Google and its affiliates a
» limited, non-exclusive license during the
» term of this Agreement to display Developer
» Brand Features, submitted by Developer to
» Google, for use solely online or on mobile
» devices and in either case solely in
» connection with the distribution and sale of
» Developer's Product through the Market, or
» to otherwise fulfill its obligations under
» this Agreement. If Developer discontinues
» the distribution of specific Products on the
» Market, Google will cease use of the
» discontinued Products' Brand Features
» pursuant to this Section 6.2, except as
» necessary to allow Google to effectuate
» Section 3.6. Nothing in this Agreement gives
» Developer a right to use any of Google's
» trade names, trademarks, service marks,
» logos, domain names, or other distinctive
» brand features.

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<p>6.3 Publicity. In addition to the license » granted in 6.2 above, for purposes of » marketing the presence, distribution and » sale of the Developer's Product in the » Market, Google and its affiliates may » include Developer Brand Features, submitted » by Developer to Google: (i) within the » Market and in any Google-owned online or » mobile properties; (ii) in online or mobile » communications outside the Market when » mentioned along with other Market Products; » (iii) when making announcements of the » availability of the Product online or on » mobile devices; (iv) in presentations; and » (v) in customer lists which appear either » online or on mobile devices (which includes, » without limitation, customer lists posted on » Google websites). If Developer discontinues » the distribution of specific Products on the » Market, Google will cease use of the » discontinued Products' Brand Features for » such marketing purposes. Google grants to » Developer a limited, non-exclusive, » worldwide, royalty-free license to use the » Android Brand Features for the term of this » Agreement solely for marketing purposes and » only in accordance with the Android Brand » Guidelines located at » http://www.android.com/branding.html).</p>	<p><></p>	<p>6.3 Publicity. In addition to the license » granted in 6.2 above, for purposes of » marketing the presence, distribution and » sale of the Developer's Product in the » Market, Google and its affiliates may » include Developer Brand Features, submitted » by Developer to Google: (i) within the » Market and in any Google-owned online or » mobile properties; (ii) in online or mobile » communications outside the Market when » mentioned along with other Market Products; » (iii) when making announcements of the » availability of the Product online or on » mobile devices; (iv) in presentations; and » (v) in customer lists which appear either » online or on mobile devices (which includes, » without limitation, customer lists posted on » Google websites). If Developer discontinues » the distribution of specific Products on the » Market, Google will cease use of the » discontinued Products' Brand Features for » such marketing purposes. Google grants to » Developer a limited, non-exclusive, » worldwide, royalty-free license to use the » Android Brand Features for the term of this » Agreement solely for marketing purposes and » only in accordance with the Android Brand » Guidelines).</p>
<p>7. Product Takedowns. 7.1 Your Takedowns. You may remove your » Products from future distribution via the » Market at any time, but you must comply with » this Agreement and the Payment Processor's » Payment Account terms of service for any » Products distributed through the Market, » including but not limited to refund » requirements. Removing your Products from » future distribution via the Market does not » (a) affect the license rights of users who » have previously purchased or downloaded your » Products, (b) remove your Products from » Devices or from any part of the Market where » previously purchased or downloaded » applications are stored on behalf of users, » or (c) change your obligation to deliver or » support Products or services that have been » previously purchased or downloaded by users. » Notwithstanding the foregoing, in no event » will Google maintain on any portion of the</p>	<p>=</p>	<p>7. Product Takedowns. 7.1 Your Takedowns. You may remove your » Products from future distribution via the » Market at any time, but you must comply with » this Agreement and the Payment Processor's » Payment Account terms of service for any » Products distributed through the Market, » including but not limited to refund » requirements. Removing your Products from » future distribution via the Market does not » (a) affect the license rights of users who » have previously purchased or downloaded your » Products, (b) remove your Products from » Devices or from any part of the Market where » previously purchased or downloaded » applications are stored on behalf of users, » or (c) change your obligation to deliver or » support Products or services that have been » previously purchased or downloaded by users. » Notwithstanding the foregoing, in no event » will Google maintain on any portion of the</p>

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» Market (including, without limitation, the
» part of the Market where previously
» purchased or downloaded applications are
» stored on behalf of users) any Product that
» you have removed from the Market and
» provided written notice to Google that such
» removal was due to (i) an allegation of
» infringement, or actual infringement, of any
» copyright, trademark, trade secret, trade
» dress, patent or other intellectual property
» right of any person, (ii) an allegation of
» defamation or actual defamation, (iii) an
» allegation of violation, or actual
» violation, of any third party's right of
» publicity or privacy, or (iv) an allegation
» or determination that such Product does not
» comply with applicable law.

If you remove a Product from the Market
» pursuant to clauses (i), (ii), (iii) or (iv)
» of this Section 7.1, and an end user
» purchased such Product within a year before
» the date of takedown, at Google's request,
» you must refund to the affected end user all
» amounts paid by such end user for such
» affected Product, less the portion of the
» Transaction Fee specifically allocated to
» the credit card/payment processing for the
» associated transaction.

7.2 Google Takedowns. While Google does not in
» tend, and does not undertake, to monitor the
» Products or their content, if Google is
» notified by you or otherwise becomes aware
» and determines in its sole discretion that a
» Product or any portion thereof or your Brand
» Features; (a) violates the intellectual
» property rights or any other rights of any
» third party; (b) violates any applicable law
» or is subject to an injunction; (c) is
» pornographic, obscene or otherwise violates
» Google's hosting policies or other terms of
» service as may be updated by Google from
» time to time in its sole discretion; (d) is
» being distributed by you improperly; (e) may
» create liability for Google or Authorized
» Carriers; (f) is deemed by Google to have a
» virus or is deemed to be malware, spyware or
» have an adverse impact on Google's or an
» Authorized Carrier's network; (g) violates
» the terms of this Agreement or the Market Co
» ntent Policy for Developers; or (h) the
» display of the Product is impacting the

» Market (including, without limitation, the
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» purchased or downloaded applications are
» stored on behalf of users) any Product that
» you have removed from the Market and
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» integrity of Google servers (i.e., users are
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 » Developer from the Market at its sole
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=

Google enters into distribution agreements
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 » Carriers to place the Market software client
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In the event that your Product is
 » involuntarily removed because it is
 » defective, malicious, infringes intellectual
 » property rights of another person, defames,
 » violates a third party's right of publicity
 » or privacy, or does not comply with
 » applicable law, and an end user purchased
 » such Product within a year before the date
 » of takedown, : (i) you must refund to Google,
 » all amounts received, plus any associated
 » fees (i.e. chargebacks and payment
 » transaction fees), and (ii) Google may, at
 » its sole discretion, withhold from your
 » future sales the amount in subsection (i)
 » above.

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8. Your Developer Credentials

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8.1 You agree that you are responsible for
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 » you by Google or which you may choose
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9. Privacy and Information

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9.1 In order to continually innovate and
 » improve the Market, Google may collect
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» aggregate to improve the Market for users
» and Developers and is maintained in
» accordance with Google's Privacy Policy. To
» ensure the improvement of Products, limited
» aggregate data may be available to you upon
» written request.

10. Terminating this Agreement

10.1 This Agreement will continue to apply
» until terminated by either you or Google as
» set out below.

10.2 If you want to terminate this Agreement,
» you must provide Google with thirty (30)
» days prior written notice (unless this
» Agreement terminates under Section 14.1) and
» cease your use of any relevant developer
» credentials.

10.3 Google may at any time, terminate this
» Agreement with you if:

(A) you have breached any provision of this
» Agreement; or

(B) Google is required to do so by law; or

(C) you cease being an authorized Developer;
» or

(D) Google decides to no longer provide the
» Market.

11. DISCLAIMER OF WARRANTIES

11.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT
» YOUR USE OF THE MARKET IS AT YOUR SOLE RISK
» AND THAT THE MARKET IS PROVIDED "AS IS" AND
» "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND.

11.2 YOUR USE OF THE MARKET AND ANY MATERIAL
» DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE
» USE OF THE MARKET IS AT YOUR OWN DISCRETION
» AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR
» ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER
» DEVICE OR LOSS OF DATA THAT RESULTS FROM
» SUCH USE.

11.3 GOOGLE FURTHER EXPRESSLY DISCLAIMS ALL
» WARRANTIES AND CONDITIONS OF ANY KIND,
» WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT
» NOT LIMITED TO THE IMPLIED WARRANTIES AND
» CONDITIONS OF MERCHANTABILITY, FITNESS FOR A
» PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12. LIMITATION OF LIABILITY

12.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT
» GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND
» ITS LICENSORS SHALL NOT BE LIABLE TO YOU
» UNDER ANY THEORY OF LIABILITY FOR ANY
» DIRECT, INDIRECT, INCIDENTAL, SPECIAL
» CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY
» BE INCURRED BY YOU, INCLUDING ANY LOSS OF

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» DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE
» USE OF THE MARKET IS AT YOUR OWN DISCRETION
» AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR
» ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER
» DEVICE OR LOSS OF DATA THAT RESULTS FROM
» SUCH USE.

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» DATA, WHETHER OR NOT GOOGLE OR ITS
» REPRESENTATIVES HAVE BEEN ADVISED OF OR
» SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF
» ANY SUCH LOSSES ARISING.

13. Indemnification

13.1 To the maximum extent permitted by law,
» you agree to defend, indemnify and hold
» harmless Google, its affiliates and their
» respective directors, officers, employees
» and agents, and Authorized Carriers from and
» against any and all third party claims,
» actions, suits or proceedings, as well as
» any and all losses, liabilities, damages,
» costs and expenses (including reasonable
» attorneys fees) arising out of or accruing
» from (a) your use of the Market in violation
» of this Agreement, and (b) your Product that
» infringes any copyright, trademark, trade
» secret, trade dress, patent or other
» intellectual property right of any person or
» defames any person or violates their rights
» of publicity or privacy.

13.2 To the maximum extent permitted by law,
» you agree to defend, indemnify and hold
» harmless the applicable Payment Processors
» (which may include Google and/or third
» parties) and the Payment Processors'
» affiliates, directors, officers, employees
» and agents from and against any and all
» third party claims, actions, suits or
» proceedings, as well as any and all losses,
» liabilities, damages, costs and expenses
» (including reasonable attorneys fees)
» arising out of or accruing from taxes
» related to Your distribution of Products
» distributed via the Market.

14. Changes to the Agreement

14.1 Google may make changes to this Agreement
» at any time by sending the Developer notice
» by email describing the modifications made.
» Google will also post a notification on the
» Market site describing the modifications
» made. The changes will become effective, and
» will be deemed accepted by Developer, (a)
» immediately for those who become Developers
» after the notification is posted, or (b) for
» pre-existing Developers, the modified
» Agreement will become effective upon
» Developer's acceptance of the modified
» Agreement (except changes required by law
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» modified Agreement. In the event that
» Developer does not agree with the
» modifications to the Agreement within thirty
» (30) days after the date the email is sent,
» then Google will suspend the distribution of
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» not agree with the modifications within
» ninety (90) days after the date the email is
» sent, then You must terminate your use of
» the Market, which will be your sole and
» exclusive remedy.

15. General Legal Terms

15.1 This Agreement constitutes the whole
» legal agreement between you and Google and
» governs your use of the Market, and
» completely replaces any prior agreements
» between you and Google in relation to the
» Market.

15.2 You agree that if Google does not
» exercise or enforce any legal right or
» remedy which is contained in this Agreement
» (or which Google has the benefit of under
» any applicable law), this will not be taken
» to be a formal waiver of Google's rights and
» that those rights or remedies will still be
» available to Google.

15.3 If any court of law, having the
» jurisdiction to decide on this matter, rules
» that any provision of this Agreement is
» invalid, then that provision will be removed
» from this Agreement without affecting the
» rest of this Agreement. The remaining
» provisions of this Agreement will continue
» to be valid and enforceable.

15.4 You acknowledge and agree that each
» member of the group of companies of which
» Google is the parent shall be third party
» beneficiaries to this Agreement and that
» such other companies shall be entitled to
» directly enforce, and rely upon, any
» provision of this Agreement that confers a
» benefit on (or rights in favor of) them.
» Other than this, no other person or company
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15.5 EXPORT RESTRICTIONS. PRODUCTS ON THE
» MARKET MAY BE SUBJECT TO UNITED STATES

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» EXPORT LAWS AND REGULATIONS. YOU MUST COMPLY
 » WITH ALL DOMESTIC AND INTERNATIONAL EXPORT
 » LAWS AND REGULATIONS THAT APPLY TO YOUR
 » DISTRIBUTION OR USE OF PRODUCTS. THESE LAWS
 » INCLUDE RESTRICTIONS ON DESTINATIONS, USERS
 » AND END USE.

15.6 The rights granted in this Agreement may
 » not be assigned or transferred by either you
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 » of the other party. Neither you nor Google
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 » responsibilities or obligations under this
 » Agreement without the prior written approval
 » of the other party.

15.7 This Agreement, and your relationship
 » with Google under this Agreement, shall be
 » governed by the laws of the State of
 » California without regard to its conflict of
 » laws provisions. You and Google agree to
 » submit to the exclusive jurisdiction of the
 » courts located within the county of Santa
 » Clara, California to resolve any legal
 » matter arising from this Agreement.

» Notwithstanding this, you agree that Google
 » shall still be allowed to apply for
 » injunctive remedies (or an equivalent type
 » of urgent legal relief) in any jurisdiction.

15.8 The obligations in Sections 5, 6.2
 » (solely as necessary to permit Google to
 » effectuate Section 3.6), 7, 11, 12, 13, and
 » 15 will survive any expiration or
 » termination of this Agreement.

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