



SERVICE AGREEMENT

This Agreement is made by and between AppGames.com, Inc. ("AG" or "Site" or "The Site"), and the person or entity accepting and Agreeing to this Agreement below ("Client" - via electronic signature) herein referred to as "The Parties" effective as of the date of acceptance of this Agreement below. AppGames.com automatically consents to these terms once the Client's electronic signature has been affixed and valid payment has been made in full.

Recitals

AppGames.com is independent app review site/blog based in the United States that is engaged in unbiased app reviews and publishing of mobile news to the general public through the AppGames.com Site. In addition, the Site does offer certain advertising options such as banner ads and strategic placement of app icons and the creation of an app profile (app details).

Client is an individual or authorized third party entity who desires to have their app reviewed and or posted on AppGames.com. AG does offer a free service which allows client to add images, video, text, logos to the site.

NOW THEREFORE, in consideration of the mutual promises and agreements hereunder contained and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, each intending to be legally bound hereby, do promise and agree as follows:

Client will pay AG a **one-time fee of \$99.00 (usd)** in advance via Credit card for its services. There is **no recurring billing**. Client can enter their credentials to complete their purchase using our payment gateway, and Client authorizes and agree to these charges. Client and AppGames.com do agree that the fee represents a fair and reasonable value for the services listed below (See "Services"). Client authorizes and agrees to the payment and feels that the fee is fair and reasonable for promotion and advertisement services including the inherent value created by

having its app on AppGames.com. Client also understands that compensation is paid without regard to the volume of app downloads that may or may not be attributable to such advertising or placement of app on the Site. There are no assurances that users will like the client's app and want to download it. The time to publish the app review will not start until free access to review the app is provided (if it is a paid app a promo-code must be provided or reimbursement cost to download the app). Client acknowledges and understands all sales are final. Only in the event that AG does not review and publish the Client's app, shall the Client only then be entitled to a full refund from AG. After one (1) year the Client's app profile will be removed from the site, however, the app review will remain as long as the Site is still live and under the current ownership.

SERVICES:

Client will receive the following for the one-time fee:

Detailed App Review: AG will review your app in detail and then write an app review that will be published on AppGames.com. The review app review will be unbiased and as informative as possible.

Minimum 400 Word App Review: Client's app review will be a minimum of 400 words, unless the app has minimal functionality.

Up to 4 Backlinks: Client's app review allows for 2-4 backlinks. The backlinks can be to a specific website, download app links, or client's social media links. We will only link when associated directly with client's app (no third-party content)

Expedited Review: Within seven (7) **business** days your app review will be posted on the AppGames.com site (if the app is a paid app, a promo code must be provided. Only once the code is provided will the review be posted within the allotted days described herein.

Notwithstanding the foregoing, AG reserves the right to decline to provide services to anyone that submits an app. The reason for denial could include apps that are deemed inappropriate in nature or content or simply do not conform to the editorial content. Only in the event that AG declines paid services of Client's app shall, only then Client will be entitled to a refund. If the Client voluntarily opts to cancel the Service Agreement at any time, there are no refunds or partial refunds.

Trademark Licenses:

Client grants AG a royalty-free, non-exclusive license to use, copy, publish, exhibit, broadcast, and display Client's trademarks and other provided content, but only for the purpose of integrating and Client's products and services pursuant to this Agreement. Client and AG will each retain all other ownership rights in their respective trademarks and other intellectual property. Client is solely responsible for any content and links provided to AG, whether provided directly by Client or on Client's behalf by third parties, such as photographers or web site personnel. Client warrants and represents that it owns or has and retains all necessary rights to display all content provided to AG, including, without limitation, all necessary releases, copyright licenses, assignments, and publicity rights. Client specifically indemnifies and holds AG harmless from any claims, debts or allegations' relating to any content or links it submits and/or displays pursuant to this Agreement and the terms of this section shall survive termination of this Agreement.

Warranties:

Client represents and warrants that none of the information, content or other materials provided, uploaded or transmitted by or for it to AG or to any of AG customers or visitors to the Sites (a) violates any federal, state or local law or regulation, or any law or regulation of any nation or other jurisdiction in which it may be accessed; (b) contains any defamatory, disparaging, false, or malicious content; (c) contains or introduces to the computer system, network or database of the other party or any of its customers, visitors or licensees, any computer virus, agent or similar destructive programs, codes or algorithms that will destroy or interfere with the use of any system, network or database or will cause them to be erased, contaminated, inoperable or disabled; or (d) infringes upon the copyright, trademark or other intellectual property rights or privacy rights of any other person.

Indemnification; Limitation on Liability:

Client agrees to indemnify, defend and hold AG harmless from all liabilities, losses and damages resulting from the breach or alleged breach of any representation or warranty; the performance or non-performance of any obligations under this Agreement or related to any apps, services or products offered to Client's customers; any infringement of the intellectual property rights of another person; libel, slander, defamation, disparagement or invasion of the privacy of another person; the breach of any obligation of confidentiality; or the violation of any applicable law, regulation or ordinance by Client.

EXCEPT FOR INDEMNIFICATION AMOUNTS PAYABLE HEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES,

INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING OUT OF, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE SERVICES OR PRODUCTS OFFERED BY EITHER PARTY, OR ANY DOCUMENTATION AND/OR INTENDED USE THEREOF, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT EXPRESSLY AGREES THAT IT'S USE OF THE SERVICES AND AG SITE ARE AT CLIENT'S SOLE AND EXCLUSIVE RISK. THE SERVICES AND SITE ARE PROVIDED ON AN "AS IS WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. AG EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PROVIDED BY LAW. AG MAKES NO WARRANTY THAT THE SERVICES OR SITE WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE SERVICES OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES AG MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR SITE, THE ACTIONS OF THE VIEWERS OF THE ADVERTISING OR USERS OF ITS SITE, THE AMOUNT, QUALITY, OR OTHER ATTRIBUTES OF THE TRAFFIC GENERATED, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT DEFECTS IN ANY SOFTWARE, HAGWARE OR THE SERVICES WILL BE CORRECTED. CLIENT UNDERSTANDS AND AGREES THAT ANY USE IT MAKES OF ANY INFORMATION OR OPPORTUNITIES OBTAINED THROUGH THE USE OF THE SERVICES OR SITE IS AT CLIENT'S OWN DISCRETION AND RISK, AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM SUCH USE.

Dispute Resolution:

Client and AG agree that any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted exclusively in the State of Connecticut and the judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either party may seek any interim or preliminary relief exclusively from a court of competent jurisdiction in Connecticut necessary to protect their rights or property pending the completion of arbitration.

General Terms:

The parties are independent contractors and are not the agent, employee, partner, or joint venture partner of the other party. Neither party shall have the authority or power to act for, bind or commit the other in any way. This Agreement shall be governed by the state laws of Connecticut (except any provision requiring the application of another state's laws). The prevailing party in any dispute shall be entitled to recover its reasonable attorneys' fees and costs. No waiver of any breach of this Agreement shall be a waiver of any other provision of this Agreement, and no waiver shall be valid unless in writing signed by the parties. If any provision of this Agreement is held invalid, such provision shall be restated to reflect, as nearly as possible, the original intention of the parties in accordance with applicable law and the remainder of the Agreement shall remain in force. All notices and other communications provided for herein shall be in writing. Headings are for the convenience of reference only and do not alter the rights and obligations of the parties. Neither party shall be liable to the other for any delay or failure (other than the failure to pay amounts due) due to acts of God, war, transportation difficulties, labor strikes, natural disasters, riots, or acts or omissions of vendors or suppliers beyond the control of the parties. The provisions of this Agreement are not for the benefit of any third party. Provisions of this Agreement that are intended to survive this Agreement shall survive. This Agreement has been mutually drafted and no presumption relating to ambiguities in favor of one interpretation over another due to the identity of the drafting party shall arise.

Client acknowledges that information gathered for their electronic signature is from voluntary purchase of services and to assist with accuracy, AG is dating/time-stamping the executed Agreement including the clients IP address. This Agreement has been made readily available for review prior to electronic signature from the client. Contact information including email, telephone, and mailing address is published on the AG website.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument, and signed copies of this Agreement may be delivered by “.pdf” or fax and constitute receipt as an original.

(Signature Page to Follow)

This Agreement is governed by the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"). By pressing the submit button next to the link, this Agreement on the Site, Client thereby affixes his, her, or its electronic signature to this Agreement, and thereby manifests assent to all terms contained herein.

DATE:

TIME:

IP:

By:

Email:

Phone Number:

Link to App: