

TERMS OF USE

1. Introduction

1.1. Please read these Terms of Use carefully. By using the Service (as defined), you agree that you have read and understood the terms in these Terms of Use which are applicable to you. These Terms of Use and the Adzappr Policies (as defined) constitute a legally binding agreement (“**Agreement**”) between you and **DARCK.CO** (as defined). The Agreement applies to your use of the Service (as defined) of the **Adzappr** website & mobile app provided by **DARCK.CO**. If you do not agree to the Terms of Use, please do not use or continue using the website, Application or the Service;

1.2. **DARCK.CO** may amend the terms in the Agreement at any time. Such amendments shall be effective once they are posted on www.adzappr.com or the Application. It is your responsibility to review the Terms of Use regularly. Your continued use of the Service after any such amendments, whether reviewed by you, shall constitute your agreement to be bound by such amendments;

1.3. If you use the Service in a country other than the country where you registered for the Application (the “**Alternate Country**”), you must regularly review the Terms of Service applicable in the Alternate Country which can be found at www.adzappr.com as it may differ from the country where you registered for the Application. By using the Service in the Alternate Country, you agree to be bound by prevailing Terms of Use in the Alternate Country;

1.4. **DARCK.CO** IS A **DATA ANALYTICS TECH COMPANY** WHICH PROVIDES A CROWDSOURCED ADVERTISING PLATFORM FOR USERS TO PARTICIPATE IN ADVERTISING CAMPAIGNS PROVIDED BY THIRD PARTY PROVIDERS. **DARCK.CO'S** ROLE IS MERELY TO LINK THE USER WITH SUCH THIRD-PARTY PROVIDER. **DARCK.CO** IS NOT RESPONSIBLE FOR THE ACTS AND/OR OMISSIONS OF ANY THIRD-PARTY PROVIDER, AND ANY LIABILITY IN RELATION TO SUCH SERVICES SHALL BE BORNE BY THE THIRD PARTY PROVIDER. THIRD PARTY PROVIDERS SHALL NOT REPRESENT TO BE AN AGENT, EMPLOYEE OR STAFF OF **DARCK.CO** AND THE SOLUTIONS PROVIDED BY THIRD PARTY PROVIDERS SHALL NOT BE DEEMED TO BE PROVIDED BY **DARCK.CO**.

2. Definitions

In these Terms of Use, the following words shall have the meanings ascribed below:

2.1. “**Application**” means the relevant Adzappr mobile application(s) made available for download by **DARCK.CO** to Users and Third-Party Providers respectively;

2.1.1 Any such other application(s) which **DARCK.CO** may make available from time to time;

2.2. “**Channel**” means the following media or content services which are made available to Users through the Service or other third-party platforms:

2.2.1. Ad or Fad Channel;

2.2.2 Any such other channel(s) which DARCK.CO may make available from time to time;

2.3. “**Client Dashboard**” means the relevant Adzappr web-application(s) made available for access and use by **DARCK.CO**;

2.3.1 Any such other dashboard(s) which DARCK.CO may make available from time to time;

2.4. “**DARCK.CO**” means:

2.4.1. Deep Analytics Research Computing Kernel Sdn Bhd;

2.4.2. TeamDarck in relation to website related to www.teamdarck.com;

2.4.3. any legal employee, party’s affiliates, officers, directors, members, contractors, attorneys and agents who are in active contractual obligations with the company.

2.5.2. all other forms, policies, notices, guidelines, frequently asked questions (FAQs), or agreements provided to or entered into by you from time to time;

2.6. “**Personal Data**” is any information which can be used to identify you or from which you are identifiable. This includes but is not limited to your name, nationality, telephone number, bank and account number details, personal interests, email address, your image, government-issued identification numbers, race, date of birth, marital status, religion, hobbies & interest;

2.7. “**Platform**” means the relevant **DARCK.CO** technology platform, portal or website that, when used in conjunction with the Mobile Application, enables Users to request or access Data analytics & Advertising Campaigns;

2.8. “**Privacy Policy**” means our privacy policy accessible at: www.adzappr.com/my/privacy/ as amended from time to time which consist of the below policies in related to all the respective applications provided by **DARCK.CO**;

2.8.1. the Mobile Application Privacy Policy and;

2.8.2. the Mobile Application Users Code of Conduct;

2.9. “**Service**” means the linking of Users to Advertiser / Client or Third Party Provider through the Mobile Application, Platform and/or Software;

2.10. **“Software”** means any software associated with the Application which is supplied made available for download and installation by DARCK.CO;

2.11. **“Third Party Provider”** or **“Advertiser”** or **“Client”** means the independent companies, brand owners, or third parties agencies who provide the Advertising campaigns to Users through the Service, including third party platform;

2.12. **“User”**, **“Micro-influencer”** means any person who uses the Application, Platform and/or Software to search for and try to obtain the participations in the Advertising Campaigns, and be a part of the crowdsourced advertising space platform, **“Campaign Participant”** means any **“User”**, **“Micro-influencer”** who had successfully join / participated in any campaigns within its campaign period validity.

2.13. **“User Charges”** shall mean charges incurred by Users for the Solutions obtained through the use of the Service, including any applicable cash out processing fees, taxes and any other fees or charges that may be due for a particular use of the Service or Solutions by the App.

3. Representations, Warranties and Undertakings

3.1. By using the Service by the Mobile Application / Web-application, you represent, warrant / undertake that:

3.1.1. You have legal capacity to enter into the Agreement and that you are at least eighteen (18) years old. You cannot enter into the Agreement if you are below eighteen (18) years old;

3.1.2. All the information which you provide shall be true and accurate;

3.1.3. You will only use the Application, Platform and Web-application for their intended and lawful purposes;

3.1.4. You will keep your account password or any identification we provide you which allows access to the Service secure and confidential;

3.1.5. You agree to notify us immediately of any unauthorized use of your account or any other breach of security;

3.1.6. You will not try to interrupt or harm the Service, Application and/or the Web-application in any way;

3.1.7. You will not attempt to commercially exploit any part of the Application without our permission, including without limitation modify any of the Application’s content in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose without our permission;

3.1.8. You will not authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity;

3.1.9. You will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;

3.1.10. You will not use the Mobile Application / web-application for sending or storing any unlawful material or for fraudulent purposes;

3.1.11. You will not use the Mobile Application and/or the Web-application to cause nuisance or behave in an inappropriate or disrespectful manner towards DARCK.CO or any third party;

3.1.12. When using the Application or web-application, you agree to comply with all laws applicable to you and/or your use of the Service;

3.1.13. You will not copy, or distribute the Application or other content without written permission from DARCK.CO;

3.1.14. You will provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of the Agreement. You agree that DARCK.CO may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, DARCK.CO has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;

3.1.15. You will only use an access point or data account which you are authorized to use;

3.1.16. You agree that the Service is provided on a reasonable effort basis;

3.1.17. You agree that your use of the Service will be subject to DARCK.CO's Privacy Policy;

3.1.18. You agree to assist DARCK.CO with any internal or external investigations as may be required by DARCK.CO in complying with any prevailing laws or regulations in place;

3.1.19. You agree to assume full responsibility and liability for all loss or damage suffered by yourself, DARCK.CO or any other party as a result of your breach of this Agreement;

3.1.20. You will not utilise modified devices or applications with the intent of evading detections or facilitating any activities intended to defraud DARCK.CO or to disrupt the natural functions of the Application;

3.2. If you are an Advertiser, Client, Third Party Provider, you further represent, warrant / undertake that the following terms are applicable to Applications and Client Dashboards provided by DARCK.CO, mainly related to, but not only limited to Adzappr;

3.2.1. Use of any Client Dashboard. You shall be given access to a Client Dashboard after agreeing to launch your first Campaign with DARCK.CO. The Client Dashboard is web application based and it is your responsibility to check and ensure that you have compatible software and hardware to access the Client Dashboard. DARCK.CO reserves the right to terminate the Services should you be using the Service with an incompatible or unauthorized software or hardware or for purposes other than which the Client Dashboard is intended to be used. Your use of the Client Dashboard may be subject to any additional terms contained in the Client Dashboard;

3.2.2. Creation of Campaigns. You may create and launch Campaigns using the Client Dashboard by providing the Campaign details which may include, and not limited to, the name of the brand, Campaign purpose, coverage area, campaign preference, duration of the campaign, campaign creative design and the corresponding campaign remuneration and budget. Upon submission of the Campaign details via the Client Dashboard and subject to the approval of DARCK.CO, the Campaign details will be shared with the Users for them to confirm their interest and participation;

3.2.3. Best Match Basis. DARCK.CO on a best effort basis will match your campaign with a User / Campaign Participant / Micro-influencer that fits your Campaign criteria. You acknowledge and understand that DARCK.CO matches the Campaign with willing Campaign Participants on best effort basis on the availability of the users within our crowdsourced advertising platform. The Campaign Participants are to be deemed as private contractors among the crowdsourced advertising space providers and participation is at the sole discretion of the participants. DARCK.CO does not guarantee attaining the desired Campaign Participants that fits your Campaign details and DARCK.CO holds no liability or assurance on the aforementioned. In the event insufficient Campaign Participants confirm participation for your Campaign, DARCK.CO reserves the right and you agree to allow other available User, which may or may not fit the Campaign criteria, to participate in the Campaign. To protect our Campaign Participants' privacy, user identities and contacts are kept anonymous unless it is expressly permitted by the User. Requesting or providing email addresses, telephone numbers or any other personal contact details to communicate with the Campaign Participants outside the Client Dashboard in order to circumvent or abuse the Service is not permitted;

3.2.4. Campaign Creative Design. DARCK.CO may not accept advertising campaigns that it determines, at the sole discretion of the company, will reflect poorly upon DARCK.CO, Adzappr platform or the Campaign Participants. You undertake and warrant that any Creative / Content design submitted for a Campaign complies with all applicable laws and regulations and all necessary approval from any relevant authorities have been obtained in relation to the Campaign Creative design. You shall be solely responsible for any legal liability arising out of or relating to the Campaign Creative design, and/or such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any law or regulation, or any other right of any

person or entity. You agree to indemnify DARCK.CO, its platform, services and related parties and to hold DARCK.CO harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by DARCK.CO, arising out of or related to the your breach of any of the aforementioned;

3.2.5. Execution of Campaign. The Campaign Participants shall display the Campaign Creative via the channel respectively to the application involved, as agreed in the Campaign details. DARCK.CO shall validate and verify the application of the Campaign creative in accordance with the Campaign details. In the event DARCK.CO determines a Campaign participant fails to apply the Campaign creative in accordance with the Campaign details, DARCK.CO shall exercise all reasonable efforts to seek a replacement Campaign Participant as soon as practicable accordance to a logical time frame;

3.2.6. Campaign in progress. You agree and acknowledge that, in no event DARCK.CO will not be held liable for any mistakes, miscommunications, errors, in the form of campaign budgets, arrangements, campaign details, criteria, campaign creatives, contents and materials provided by you or your party, which had affected the progress of the campaign, or might had cause any lost in time and monetary value to any parties involved;

3.2.7. Outcome of Campaign. You agree and acknowledge that the exposure, visibility and success of any Campaigns for any reasons are beyond the control of DARCK.CO. In no event will DARCK.CO be liable for the commissioning / compensating of Campaign Participants beyond the entitled number of campaign participants as per predetermined prior to execution of campaign, in compensation of any failure of any campaign in reaching any pre-campaign estimation and projections;

3.2.8. Fees, payments and taxes charges. The Campaign fees will be fully disclosed before the launch of the Campaign. Your consent to launch a Campaign confirms your acceptance of the fees of the campaign, or any related service tax. Full payment clearance is required prior to the execution of the campaign. These fees cover use of the predetermined level of access for the Client Dashboard, and predetermined provision for campaign data-analytics, use of our backend systems, software and applications, any production cost, remuneration to the Campaign Participants, management of the Campaign Participants and administrative fees. Payment of the fees shall be subject to the terms of the invoice issued by DARCK.CO after the launch of the Campaign. All fee and charges are subjected to sales and service tax of 6% or equivalent to the percentage set forth by the authorities accordances to the Laws of Malaysia;

3.2.9. Suspension or Termination of Access to Client Dashboard. Being part of the crowdsourced advertising platform provided by DARCK.CO, you may terminate your access to the Client Dashboard by submitting a request to admin@teamdarc.com and your access will be terminated within 7 working days. DARCK.CO retains the right to suspend or terminate your access to Client Dashboard without prior notice if DARCK.CO determines that you have breached any of the Terms;

3.3. If you are a App User, Campaign Participant, Micro-influencer, you further represent, warrant / undertake that the following terms are applicable to Applications and Client Dashboards provided by DARCK.CO, mainly related to, but not only limited to Adzappr

3.3.1. Your use of the Adzappr App Service is for your own sole, personal use or, where permitted, for the use of another person who is at least twelve (12) years old (“Unaccompanied Minor”), in which case you shall assume primary responsibility of the Unaccompanied Minor;

3.3.2. By registering to the usage of Adzappr App Service, you accept and warrant that you are a Malaysian citizen, Permanent Residence, or legally residing in Malaysia.

3.3.3. Registration Requirements. By downloading the Adzappr App and registering as a User. You confirm that you have read and accepted the Adzappr User registration requirements. You further warrant and represent that you meet the qualifying terms and conditions.

3.3.4. Security of Profile Account. When you register via the Adzappr App by providing your phone number and name, an Adzappr Profile Account will be created for you. You can fill in and update your details in your Profile Account and you are responsible for all activities that occur under your Profile Account. You agree to notify DARCK.CO immediately of any unauthorized use of your Profile Account or any breach of security with respect to your Profile Account including your password. DARCK.CO will not be liable for any loss that you may incur as a result of someone else using your Profile Account, either with or without your knowledge. In addition, you may be held liable for any losses incurred by us or another party due to someone else using your Profile Account. DARCK.CO shall be entitled to monitor your Profile Account and password, at its discretion, require you to change your password. If you use a username and password that DARCK.CO considers insecure, DARCK.CO will be entitled to require this to be changed and/or terminate your Profile Account.

3.3.5. Access to Your Information. Access to your information is necessary to support your role as an Application User. You are to provide the information required when creating a Profile with Adzappr app and such information necessary to allow your continued usage of the Service. This information may include your location and tracking of your location and details relating to you via any third-party service provider, and you agree and unconditionally consent for DARCK.CO to use such information for the Services. For more information on how we deal with your information, visit our [Privacy Policy].

3.3.6. Eligibility of Campaign Participations. DARCK.CO does not restrict any Adzappr users from participation in any campaigns listed within Adzappr app. Users are to refrain themselves from participation in any campaigns whereas the; campaign goals / purpose, company / product / client association that goes against any personal interest, religious belief and faith, race, personal principals, personal views, political alignments or country of allegiance of the user. DARCK.CO are to hold no responsibility if any campaigns submitted by our advertiser, client, or third-party provider consist of any contents which go against the personal view & perspective of any of our registered App Users.

3.3.7. Participation in Campaigns. We will let you know of any new Campaigns via the Adzappr App push notification. With your consent, the push notifications are activated by default, and you may, at your own discretion disable push notification, via the notification's settings on your respective smart devices. You may, if you are interested, choose to participate in a Campaign. The selection of your participation in a Campaign is made on a FCFS (First Come First Serve) Basis, with a campaign prerequisite best fit basis based on the Campaign criteria set forth by the Client and at the sole discretion of DARCK.CO. In the event DARCK.CO determines, whether before the running of or during an active Campaign, that you no longer fit the criteria of the Campaign, for whatsoever reason as DARCK.CO deems reasonable, We may remove you from the Campaign without notice or liability to compensate you in any way. DARCK.CO in no way guarantees your selection for a Campaign and you irrevocably waive all and any right or claims in the event you are not selected for a Campaign.

3.3.8. A user can “**join**” and “**register interest**” in numerous campaign in the same period, so long there's not clash in active campaign dates, timing and conflict of interest, hence a campaign participant can only be “**actively involved**” in one campaigns and “**actively portraying**” 1 campaign creative at one time during the respective campaign period.

3.3.9. Campaign Terms. Campaign participants should be aware that each Campaign will have its own terms and conditions set forth by the Clients which will be disclosed to the campaign participant before the Campaign starts. Please read the terms and conditions of the respective Campaign before confirming your participation. When you confirm your interest in a Campaign, you agree to and shall be bound by the terms of the Campaign. The Campaign terms, including but not limited to, the name of the brand/advertiser, Campaign purpose, duration, campaign creative and the corresponding campaign remuneration / reward.

3.3.10. User's Role and Responsibilities, Campaign Participant's Prerequisites for campaign completion. As a User / Campaign Participant / Micro-influencer, you are required to save Adzappr's Whatsapp no (+60168664775) as a phonebook contact in the respective smart device. You will be notified via the Adzappr App, Whatsapp channel or other predetermined channels when you are selected for a Campaign. You agree to the Campaign terms and shall carry out the role and responsibilities as a campaign participant to the best of your abilities. You shall notify DARCK.CO immediately if you are not able to perform the Campaign terms. Upon joining a campaign, a participant is required to upload the predetermined campaign creative to their whatsapp profile photo for a specific 24hours period. Your role shall primarily be positive advocacy of the Campaign and a positive representation of the campaign / product / company / as such. And DARCK.CO retains the right to withhold your compensation. Not complying with the Campaign terms or early termination of your participation (without the prior written consent of DARCK.CO) is a breach of the Campaign terms. DARCK.CO reserves the right to terminate your participation, at any time during the Campaign, if DARCK.CO determines that you have breached the Campaign terms. You irrevocably waive all and any right or claims in the event you are removed from a Campaign.

3.3.11. Campaign Remuneration, Rewards, Recognition. As a campaign participant, your remuneration shall be subjected to the Adzappr terms of use and the Campaign

specific terms. DARCK.CO shall compensate each campaign participants based on the predetermined rewards system of the campaign, in the form of in-app currency (Adzappr coins), where the users who had accumulated sufficient amount of Adzappr coins, could exchange and convert the Adzappr coins into a monetary value of base on the conversion of: 5000Adz = RM50 (FIVE HUNDRED Adzappr coins equates to RINGGIT MALAYSIA FIFTY). However, a campaign participant must complete the prerequisites pre-set by DARCK.CO to qualify for the recipient of the campaign remuneration. DARCK.CO reserved the right and discretion to conduct any campaign validations upon the campaign participation

3.3.12. Rights to Validate Campaign Participants. A campaign participant must complete the prerequisites pre-set by DARCK.CO to qualify for the recipient of the campaign remuneration. DARCK.CO reserved the right and discretion to conduct any campaign validations, checks and verification upon the campaign participant to ensure campaign participation checklist is fulfilled. DARCK.CO reserves the right to delay, suspend or cancel payments of remuneration to any users / campaign participants if deemed campaign participation prerequisites are not met.

3.3.13. Adzappr Coins Conversion Value and App User's Cash out liability. DARCK.CO retains the rights & discretion to make any amendments to the value of Adzappr Coins conversion, all related in-app currency and its respective conversion rate without any prior notice, from time to time to ensure in-app currency is compatible with the real economic conditions. Users are to conduct extreme due diligence for any bank account information provided to DARCK.CO for cashing out purposes. DARCK.CO would not be held liable for any wrongful transfers made to bank accounts with wrongly provided information. User's are limited to a maximum of one free-of-charge cash out per month. Any consecutive cash out would incur a processing fee of 3% of the cash out amount in RINGGIT MALAYSIA. Your remuneration shall be credited into your preferred personal bank account (Joint name and Company accounts are strictly forbidden), as confirmed by you upon submission of cash-out form within the app setting, following a clearance period of 7 working days after cash out validation is due.

3.3.14. DARCK.CO Limited liability pay-out clause. DARCK.CO acts as the payment intermediary between the Advertiser / Client / Third Party Provider to the Campaign Participants, in any event that the Advertiser / Client / Third Party Provider is unable to fulfil campaign payments to DARCK.CO, campaign participants will be advised accordingly to cease application of the respective campaigns. DARCK.CO will ensure user and participants that the company is making all reasonable effort to make sure its Advertiser / Client / Third Party Provider are making prudent payments before conducting a campaign, but DARCK.CO would retain its limited liability for pay-out if in any events, the Advertiser / Client / Third Party Provider is unable to make payment.

4. Trademarks and Copyrights.

All our Services and materials related to Adzappr incorporated by DARCK.CO on our Services ("Material") are protected by copyrights, patents, trade secrets or other proprietary rights ("Copyrights"). Some of the characters, logos, or other images incorporated by Adzappr in our Services are also protected as registered or unregistered trademarks, trade names, and/or service marks owned by DARCK.CO

or others (“Trademarks”). DARCK.CO or its licensors own the title, copyright, and other intellectual property rights in the Material and Service, and by using our Services, you do not acquire any ownership rights in Service or Materials contained therein. DARCK.CO respects the intellectual property rights of others and asks users of our Services to do the same.

5. Indemnification

5.1. By agreeing to the Terms of Use upon using the Service, you agree that you shall indemnify and hold DARCK.CO, its licensors and each such party’s affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs and/or regulatory action) arising out of or in connection with: (a) your use of the Service, the Platform, Mobile Application, Web-application and/or the software in your dealings with the Third Party Providers or Users (as the case may be), third party merchants, providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the Terms of Use, any third party terms and conditions or any applicable law or regulation, whether or not referenced herein, or (c) your violation of any rights of any third party, including Third Party Providers or Users arranged via the Service, and (d) your use or misuse of the Service, the Platform, Mobile Application, Web-application and/or the software;

6. App Compatibility. Network Usage & Security

6.1. Different models or versions of routers, browsers and devices may have firmware or settings that are not compatible with the Application, Platform and Software. While we continuously develop and make enhancement to the Application, Platform and Software in order to, as far as possible, support all commonly used devices and models in markets and all browsers where the Application, Platform and Software is likely to be accessed from, we do not warrant compatibility of the Application, Platform and Software with specific mobile devices or other hardware.

6.2. Violation of Security Systems. You are prohibited from using any services or facilities provided in connection with this Service to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools, malware, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, DARCK.CO reserves the right to release your details to system administrators at other sites, law enforcement and/or governmental authorities in order to assist them in resolving security incidents.

6.3. Connection Issues. It is to be made known that Adzappr App requires a viable stable internet connection to function. The Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you being faulty, not connected, out of range, switched off or not functioning. DARCK.CO is not responsible for any delays, failures of delivery, damages or losses resulting from such problems.

7. Jurisdiction

7.1. The Terms shall be governed by Malaysian law and any disputes, after unsuccessful mediation, shall be referred to the courts of Malaysia.

7.2. General. If any provision of these Terms are adjudged, by written decision, to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Subject to the Adzappr Users Terms and the Advertiser Additional Terms, as applicable, this is the entire agreement between you and DARCK.CO relating to the matters contained here and the Service. In the event you read these terms in any language other than English, you agree that in the event of any discrepancies, the English version shall prevail.

8. Disclaimer

8.1. Disclaimer of Warranties. Although we make great efforts to make our Service error and interruption free, we cannot promise that such efforts will result with such desired performance all the time. YOUR USE OF THIS SERVICE IS AT YOUR OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US SHALL CREATE A WARRANTY. THE SERVICE AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT IN THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DARCK.CO AND ANY AFFILIATED COMPANIES OF DARCK.CO DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DARCK.CO DO NOT WARRANT THAT THE FUNCTIONS CONTAINED ON OR THROUGH THIS SERVICE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DARCK.CO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON THE SERVICE OR ANY WEBSITES LINKED TO THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. DARCK.CO MAKES NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT OF THE SERVICE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND DARCK.CO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT OF THE SERVICE OR ANY OTHER WEBSITE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

9. License Grant and Restrictions

9.1. DARCK.CO and its licensors, where applicable, grant you a revocable, non-exclusive, non-transferable, limited license to use and access the Application and/or the Software to use the Service, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by DARCK.CO and its licensors.

PRIVACY

POLICY

At Adzappr, accessible from www.adzappr.com and the Mobile application Adzappr which is available on GooglePlay Store or Apple AppStore, one of our main priorities is the privacy of our visitors and users. This Privacy Policy document contains types of information that is collected and recorded by Adzappr web application and mobile application and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us.

This Privacy Policy applies only to our online activities and is valid for visitors and users to our website with regards to the information that they shared and/or collect in Adzappr. This policy is not applicable to any information collected offline or via channels other than this website. Our Privacy Policy was created with the help of the Privacy Policy Generator and the Free Privacy Policy Generator.

Consent

By using our website, you hereby consent to our Privacy Policy and agree to its terms.

Information we collect

The personal information that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.

If you contact us directly, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide.

When you register for an Account on our platform, we may ask for your contact information, including items such as name, company name, address, email address, and telephone number.

How we use your information

We use the information we collect in various ways, including to:

- Provide, operate, and maintain our website / application platform
- Improve, personalize, and expand our website / application platform
- Understand and analyze how you use our website / application platform
- Develop new products, services, features, and functionality
- Communicate with you, either directly or through one of our partners, including for customer service, to provide you with updates and other information relating to the website, and for marketing and promotional purposes
- Send you emails
- Find and prevent fraud

Log Files

Adzappr follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

Advertising Partners Privacy Policies

You may consult this list to find the Privacy Policy for each of the advertising partners of Adzappr.

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on Adzappr, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that Adzappr has no access to or control over these cookies that are used by third-party advertisers.

Third Party Privacy Policies

Adzappr's Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

CCPA Privacy Rights (Do Not Sell My Personal Information)

Under the CCPA, among other rights, California consumers have the right to:

Request that a business that collects a consumer's personal data disclose the categories and specific pieces of personal data that a business has collected about consumers.

Request that a business delete any personal data about the consumer that a business has collected.

Request that a business that sells a consumer's personal data, not sell the consumer's personal data.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

GDPR Data Protection Rights

We would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

The right to access – You have the right to request copies of your personal data. We may charge you a small fee for this service.

The right to rectification – You have the right to request that we correct any information you believe is inaccurate. You also have the right to request that we complete the information you believe is incomplete.

The right to erasure – You have the right to request that we erase your personal data, under certain conditions.

The right to restrict processing – You have the right to request that we restrict the processing of your personal data, under certain conditions.

The right to object to processing – You have the right to object to our processing of your personal data, under certain conditions.

The right to data portability – You have the right to request that we transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

Children's Information

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

Adzappr does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.