

TapMind SDK Licence

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This Licence governs use of the TapMind software development kits (the "SDK"), including the CA-SDK, OrchSDK, any partner plugins TapMind distributes, and related documentation. The SDK is owned by TapMind Technologies Pvt Ltd ("TapMind"). The SDK is made available to publishers who have entered into a Publisher Agreement with a TapMind group company; if you have not, you have no right to use it. Where a Publisher Agreement and this Licence differ, the Publisher Agreement prevails.

1. Grant

Subject to this Licence and your Publisher Agreement, TapMind grants you a non-exclusive, non-transferable, non-sublicensable, revocable licence to integrate the SDK into the mobile applications registered on the TapMind platform, and to distribute the SDK only as embedded in those applications through app stores, for the purpose of receiving TapMind's advertising services.

2. Restrictions

You must not:

- (a) modify, adapt, translate or create derivative works of the SDK;
- (b) reverse-engineer, decompile or disassemble it except to the extent applicable law expressly permits;
- (c) remove or alter notices, identifiers, or the SDK's privacy and consent behaviour;
- (d) extract, intercept, persist or repurpose any identifier, signal or data the SDK handles;
- (e) use the SDK in any application not registered on the TapMind platform, in any application that is directed at children, that includes children in its declared audience, or that is enrolled in Google Play's Families program or Apple's Kids category, or in any way that breaches the TapMind Publisher Policies at tapmind.com/legal/publisher-policies;
- (f) redistribute the SDK on its own, or make it available for download; or
- (g) use the SDK to build a competing product.

3. Privacy and compliance

Your use of the SDK is subject to the Data Processing Addendum attached to your Publisher Agreement, the Publisher Policies, and the privacy documentation at tapmind.com/developers/privacy. You are responsible for the privacy notices, consents and app-store disclosures required for your applications, as described there.

4. Updates and support

TapMind may release updates; supported versions and their privacy behaviour are documented at tapmind.com/developers/privacy/data-collection. You must stay within supported versions and apply security updates within the period stated in the Publisher Policies. TapMind may discontinue an SDK version on notice.

5. Third-party components

The SDK may include or interoperate with third-party software (including advertising partners' SDKs) that is subject to its own licence terms, identified in the SDK's documentation or notices. Those terms govern that software.

6. Ownership

The SDK and all intellectual-property rights in it remain TapMind's. No rights are granted except as expressly stated. Feedback you provide may be used by TapMind without obligation.

7. Warranty disclaimer and liability

The SDK is provided "as is". To the fullest extent permitted by law, TapMind disclaims all warranties, express or implied, and any liability under this Licence is subject to the limitations in your Publisher Agreement; where no Publisher Agreement applies, TapMind's total liability under this Licence is limited to ten thousand Indian rupees (₹10,000) and TapMind is not liable for indirect, incidental or consequential loss. Nothing limits liability that cannot be limited by law.

8. Term and termination

This Licence continues for the term of your Publisher Agreement and terminates automatically with it, or on TapMind's notice if you breach this Licence or the Publisher Policies. On termination you must remove the SDK from your applications at your next release and cease distribution of new builds containing it.

9. General

This Licence is governed by the laws of India, with exclusive jurisdiction of the courts at Bengaluru, Karnataka, except that where your Publisher Agreement is with TapMind Asia Pacific Pte Ltd, the governing law and venue of that agreement apply. If any provision is unenforceable the remainder continues. TapMind may update this Licence for new SDK versions; the version applicable to an SDK release is stated in that release's documentation. Contact: privacy@tapmind.com.