

TERMS OF USE (TOU)

Purpose

These general terms and conditions (TOU) are intended to define the terms and conditions of access to and use of the APPS P, Inc. application and website, a digital platform for housing search and matchmaking between seekers and listers of real estate.

Any use of the platform implies full and complete acceptance of these TOU.

Description of Services

As a technology platform, APPS P, Inc. enables:

- Direct matchmaking between listers and seekers of real estate
- The publication of listings (photos, videos, location, contacts)
- The use of digital services
- Geolocation
- Routing
- Smart notifications
- Online visits
- Access to premium features that are charged.

Acceptance of Terms

Use of the services implies:

- Full and complete acceptance of the TOU
- A commitment to comply with the established rules

Access to Services

The APPS P, Inc. application is accessible via download on mobile platforms, including Google Play Store and App Store, as well as via a website.

APPS P, Inc. strives to ensure continuous access to the service, without guaranteeing permanent availability.

Account Creation

Access to the platform is open. However, benefiting from certain features requires the creation of a user account. In this context, the user agrees to:

- Be of legal age (at least 18 years old)
- Provide accurate information
- Maintain the confidentiality of their login credentials
- Not impersonate a third party

Outright suspension of the account is the right reserved by APPS P, Inc. in the event of non-compliance or violation of these TOU.

Services Offered

APPS P, Inc. offers:

- Housing search
- Matchmaking with property owners
- Associated services, including paid features

APPS P, Inc. acts as a technical intermediary and is not a party to contracts entered into between users of its platforms.

Payment for Services

Certain services are subject to payment. This is the case for the premium service which provides access to several features:

- Online visits
- Advanced geolocation
- Smart routing
- Advanced notifications
- Full platform access.
- The user accesses it by paying the one-time fee of \$10 USD convertible into local currency and benefits from a personal, non-transferable, and non-exclusive right.
- Payments are made through secure service providers.
- APPS P, Inc. does not collect banking data directly but through the payment gateways it uses.
- Users' complete banking data is not retained, which considerably reduces and makes virtually non-existent the possibility of being scammed or any misappropriation of funds through the use of said data.

User Obligations

The user agrees to:

- Use the platform lawfully
- Avoid any publication requesting commissions, visit fees other than those payable in a single payment to APPS P, Inc.
- Avoid publishing fraudulent or misleading content
- Not infringe upon the rights of others by harming their moral integrity in any way
- Not impair the proper functioning of the platform by attempting to hack it, distribute viruses or malware, or use abusive bots or scripts.

Liability

APPS P, Inc. acts as a technical intermediary.

As such, APPS P, Inc.:

- Is not a real estate agent
- Is not a broker
- Does not guarantee the accuracy of listings
- Does not guarantee any transaction

- Is not responsible for relationships between users
- Is not held liable in the event of a dispute between users

Lister Liability

Listers are solely responsible for:

- The accuracy of the published information
- The compliance of the properties offered
- Compliance with applicable regulations in the territory concerned

Service Availability

The service is provided "as is", meaning as-is without guarantee of continuity.

Therefore, in the event of platform unavailability due to force majeure (natural disasters, cyberattacks, network outages, or government decisions), APPS P, Inc. shall not be held liable.

APPS P, Inc. is unable to provide services to residents of the following countries:

- IR Iran
- KP North Korea
- CU Cuba
- SY Syria
- CN China
- RU Russia
- BY Belarus
- MM Myanmar (Burma)
- AF Afghanistan
- ER Eritrea
- CF Central African Republic
- DE Democratic Republic of the Congo
- LR Liberia
- IQ Iraq
- LB Lebanon
- LY Libya
- SO Somalia
- SD Sudan
- VE Venezuela
- ZW Zimbabwe

Published Content

Although users are entirely responsible for the content they publish, APPS P, Inc. reserves the right to:

- Delete any unlawful content
- Suspend an account in the event of non-compliance with the established rules.

Thus, the user retains their rights but grants APPS P, Inc. a worldwide, non-exclusive, royalty-free license for the purposes of using, hosting, reproducing, and displaying the content.

Personal Data Protection

Users' personal data is processed in accordance with the American law "Delaware Personal Data Privacy Act (DPDPA)", the California Consumer Privacy Act (CCPA) of California, as well as the General Data Protection Regulation (GDPR) and the Council of Europe's Convention 108+.

For more information, users are invited to consult the platform's privacy policy.

Intellectual Property

All elements of APPS P, Inc., i.e., texts, images, logos, and the interface are protected by American intellectual property law.

Any unauthorized reproduction or exploitation is prohibited.

Suspension and Termination

APPS P has the right to:

- Suspend or delete an account
- Restrict access to services.

Modification of TOU

APPS P, Inc. reserves the right to modify these TOU at any time. Any update to these TOU will be followed by a notification to users.

Applicable Law

These TOU are governed by the laws of the State of Delaware, United States.

Dispute Resolution

In the event of a dispute, the parties agree to seek an amicable solution. However, if this amicable process is not conclusive, the competent courts will be seized. These will be the courts of the State of Delaware.

Contact

For any concerns regarding these TOU, you may contact APPS P, Inc. via its website at the following address:

Email: info@appsp.com

For any legal questions, please contact our legal counsel at the following address:
legal@appsp.online

The response time for legal questions is one month.

Phone: +1 302 878 4464