

Apps Card by iMediaBank

Application Form

We collect all Personal Information and Photos are only for create Apps Card Application, It will not for sell, open, publish or make any commercial / non-commercial publicity by iMediaBank. iMediaBank will not assume any legal responsibility for any sources from Clients included Photo, Image and text information. Clients should make sure all the information, photo, image are legally to publish or disclose from "Apps Card" Apps.

please fill in the form, attach image / photo and send to
appscard@imedabank.com

Apps Card Application Form :

Contact / Billing Information

Your Name : _____

Email Account : _____

Publish Period (dd/mm/yy to dd/mm/yy) : _____

Note : Billing will charge by monthly base

Security Code (optional:for login) : _____ (< 8 char)

***** Pricing until Dec 2012**

Month	US\$/ Month
= or > 1	\$ 89.99
= or > 3	\$ 74.99
= or > 4	\$ 59.99
= or > 12	\$ 44.99
= or > 24	\$ 29.99

Final price will be confirm with you by Email.

***** Before Fill in this Form *****

Prepare File, Photo / Image:

One Apps icon (48x48 pixel) (we can design for you <free>)

one Front Photo / Image (E.g. Company logo)

One Main Photo / Image

One-Four Information Photo / Image (E.g. Event information)

One-Eight Gallery Photo / Image

Youtube Address (Optional)

Sound File (.3pg/mp4) (Optional)

(Note : If the Video or Audio Size too big will cause this apps running slow and some user may not install)

Suggestion : Youtube is best for update

******* Apps Card *******

Apps Name : _____ (< 20 Char)
Apps icon file name : _____
Front Photo / Image file Name : _____
main Photo / Image file Name : _____
Total number of Gallery Photo / file Image : _____
Total number of Information Photo / file Image : _____
Sound File Name : _____
Youtube address (e.g. <http://youtu.be/Wm4LwoGWVgc>) : _____

***** Contact Information**

Main Phone Number : _____
Main Email Address : _____
SMS (Phone Number) : _____
Voice Mail (Email) : _____
Video Mail (Email) : _____
Confirm / Register Email : _____
Web Page : _____
Google Maps - (Latitude and longitude markers placed from
Google Map or your own map link) : _____

***** Instant Messenger (*Optional)**

FaceBook : _____
Twitter : _____
AIM : _____
Google Talk : _____
MSN : _____
MySpace : _____
Yahoo : _____

***** Optional Setting**

Email Subject : _____
Email Pre-text : _____
Voice / Video Email Subject : _____
Voice / Video Email Pre-text : _____
Register / Confirm Email Subject : _____
Register / Confirm Email Pre-text : _____
***** END *****

Sign Your Name : _____
Full Name : _____
Date : _____

(After you sign your name means that you understand and accept all terms and conditions from iMediaBank. iMediaBank will not assume any legal responsibility about all information and resources (included Photo, Image and text information) from you.

please Send to
appscard@imedabank.com
with all attachment

iMediaBank : _____
On behalf of iMediabank Company
Date : _____

<http://www.imediabank.com>
Email : androidapps@imediabank.com

iMediaBank - Privacy policy, Terms and Conditions

- **How we collect information about you**
- **How we use cookies**
- **How we protect and store personal information**
- **How we use the personal information we collect**
- **Marketing**
- **How we share personal information with other iMediaBank users**
- **How we share personal information with other parties**
- **How you can control our communications with you**
- **How you can access or change your personal information**
- **How you can contact us about privacy questions**
- **Client's legal responsibility**
- **End User License Agreement**

This policy describes the ways we collect, store, use, and protect your personal information. You accept this policy and consent to such collection, storage and use when you sign up for or use our products, services or any other features, technologies or functionalities offered by us on our website or through any other means (collectively "the iMediaBank Services"). We may amend this policy at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a substantial change, we will provide you with 30 days' prior notice by posting notice of the change on the "Policy Updates" page of our website. After this 30 days notice, you will be considered as having expressly consented to all amendments to this policy.

How we collect information about you

When you visit the iMediaBank website or use the iMediaBank Services, we collect your IP address and standard web log information, such as your browser type and the pages you accessed on our website.

If you open an account, we collect the following types of information:

Contact information - your name, address, phone, email, Skype ID and other similar information.

Financial information - the bank account numbers and credit card numbers that you link to your iMediaBank account or give us when you use the iMediaBank Services.

Before permitting you to use the iMediaBank Services, we may require you to provide additional information we can use to verify your identity or address or manage risk, such as your date of birth, national ID number, Nationality, and other identifying information. We may also obtain information about you from third parties such as credit bureaus and identity verification services.

When you are using the iMediaBank Services, we collect information about your transactions and your other activities on our website or using the iMediaBank Services and we may collect information about your computer or other access device for fraud prevention purposes.

How we use cookies

When you access our website, we, or companies we hire to track how our website is used, may place small data files called "cookies" on your computer.

We send a "session cookie" to your computer when you log in to your account or otherwise use the iMediaBank Services. This type of cookie helps us to recognize you if you visit multiple pages on our site during the same session, so that we don't need to ask you for your password on each page. Once you log out or close your browser, this cookie expires and no longer has any effect.

We also use longer-lasting cookies for other purposes such as to display your e-mail address on our sign-in form, so that you don't need to retype the e-mail address each time you log in to your account.

We encode our cookies so that only we can interpret the information stored in them. You are free to decline our cookies if your browser permits, but doing so may interfere with your use of our website.

We and our service-providers also use cookies to customize our services, content and advertising; measure promotional effectiveness, and promote trust and safety. You may encounter cookies from third parties when using the iMediaBank Services on certain websites that we do not control (for example, if you view a webpage created by a third party or use an application developed by a third party, there may be a cookie placed by that web page or application).

How we protect and store personal information

Throughout this policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.

We store and process your personal information on our computers in the US and at various customer and operations support centers around the world such as in the Philippines, Ireland, Canada, and China, and we protect it by maintaining physical, electronic and procedural safeguards. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings and files, and we authorize access to personal information only for those employees who require it to fulfill their job responsibilities.

How we use the personal information we collect

Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customized experience. To that end, we use your personal information to:

provide the services and customer support you request;
process transactions and send notices about your transactions;
resolve disputes, collect fees, and troubleshoot problems;
prevent potentially prohibited or illegal activities, and enforce our User Agreement;
customize, measure, and improve our services and the content and layout of our website;
deliver targeted marketing, service update notices, and promotional offers based on your communication preferences;
compare information for accuracy and verify it with third parties.

Marketing

We do not sell or rent your personal information to third-parties for their marketing purposes without your explicit consent. We may combine your information with information we collect from other companies and use it to improve and personalize our services, content and advertising. If you do not wish to receive

marketing communications from us or participate in our ad-customization programs, simply indicate your preference by logging into your account going to the Profile subtab under the My Account tab and adjusting your preferences or by following the directions provided with the communication or advertisement.

How we share personal information with other iMediaBank users

To process your payments, we need to share some of your personal information with the person or company that you are paying or is paying you. Your contact information, date of sign-up, the number of payments you have received from verified iMediaBank users, and whether you have verified control of a bank account are provided to other iMediaBank users who you transact with through iMediaBank. In addition, this and other information may also be shared with third parties when you use these third parties to access iMediaBank services. Unless you agreed to it, these third parties are not allowed to use this information for any other purpose other than to enable the iMediaBank Services.

If you are buying goods or services and pay through iMediaBank, we may also provide the seller with your confirmed credit card billing address to help complete your transaction with the seller. The seller is not allowed to use this information to market their services to you unless you have agreed to it.

We work with third parties, including merchants to enable them to accept or facilitate payments from or to you using iMediaBank. In doing so, a third party may share information about you with us, such as your email address or mobile phone number, when a payment is sent to you or, when you attempt to pay that merchant or through that third party. We use this information to confirm to that you are a iMediaBank customer and that iMediaBank as a form of payment can be enabled, or where a payment is sent to you to send you notification that you have received a payment .

Regardless, we will not disclose your credit card number or bank account number to anyone you have paid or who has paid you through iMediaBank or with the third parties that offer or use the iMediaBank Services, except with your express permission or if we are required to do so to comply with credit card association rules, a valid regulatory or law enforcement request, or, to cooperate in an ongoing law enforcement investigation, as otherwise required by law.

How we share personal information with other parties

We may share your personal information with:

Service providers under contract who help with parts of our business operations; (fraud prevention, collection activities, marketing, technology services). Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit.

Companies that we plan to merge with or be acquired by. (Should such a combination occur, we will require that the new combined entity follow this privacy policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice).

Law enforcement, government officials, or other third parties when:

we are compelled to do so by a subpoena, court order or similar legal procedure,

we need to do so to comply with law or credit card association rules

we are cooperating with an ongoing law enforcement investigation,

we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of our User Agreement.

Other third parties with your consent or direction to do so.

Please note that these third parties may be in other countries where the laws on processing personal information may be less stringent than in your country.

iMediaBank will not sell or rent any of your personal information to third parties in the normal course of doing business and only shares your personal information with third parties as described in this policy.

If you open a iMediaBank account directly on a third party website or via a third party application, any information that you enter on that website or application (and not directly on a iMediaBank websites) will be shared with the owner of the third party website or application – and your information may be subject to their privacy policies.

How you can control our communications with you

You can control how we use your contact information to market our services by changing your preferences on the Notifications page. This page can be accessed by going to the Profile subtab under the "My Account" tab after you login to the iMediaBank website.

How you can access or change your personal information

You can review and edit your personal information at any time by logging in to your account and clicking the Profile subtab under the "My Account" tab.

How you can contact us about privacy questions

If you have questions or concerns regarding this policy, you should contact us by using this form

Client's legal responsibility

iMediaBank will not assume any legal responsibility for any sources from Clients included Photo, Image and text information. Clients should make sure all the information, photo, image are legal for publish or disclose.

End User License Agreement

By downloading, installing or using this application or any portion thereof ("Application"), you agree to the following terms and conditions (the "Terms and Conditions").

1. USE OF APPLICATION

a. iMediaBank grants you the non-exclusive, non-transferable, limited right and license to install and use this Application solely and exclusively for your personal use.

b. You may not use the Application in any manner that could damage, disable, overburden, or impair the Application (or servers or networks connected to the Application), nor may you use the Application in any manner that could interfere with any other party's use and enjoyment of the Application (or servers or networks connected to the Application).

c. You agree that you are solely responsible for (and that iMediaBank has no responsibility to you or to any third party for) your use of the Application, any breach of your obligations under the Terms and Conditions, and for the consequences (including any loss or damage which iMediaBank may suffer) of any such breach.

2. PROPRIETARY RIGHTS

You acknowledge that (a) the Application contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and (b) iMediaBank and/or third parties own all right, title and interest in and to the Application and content, excluding content provided by you, that may be presented or accessed through the Application, including without limitation all Intellectual Property Rights therein and thereto. "Intellectual Property Rights" means any and

all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You agree that you will not, and will not allow any third party to, (i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Application or content that may be presented or accessed through the Application for any purpose, unless otherwise permitted, (ii) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Application, (iii) use the Application to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights, or (iv) remove, obscure, or alter iMediaBank's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Application.

3. iMediaBank TERMS OF SERVICE AND PRIVACY POLICY

- a. iMediaBank's Privacy Policy (located at <http://www.iMediaBank.com/privacypolicy.html>) explains how iMediaBank treats your information and protects your privacy when you use the Application. You agree to the use of your data in accordance with iMediaBank's privacy policies.
- b. The Application may contain features that are used in conjunction with iMediaBank's search and other services. Accordingly, your use of such features of the Application is also governed by iMediaBank's Terms of Service located at http://www.iMediaBank.com/terms_of_service.html, iMediaBank's Privacy Policy located at <http://www.iMediaBank.com/privacypolicy.html>, as well as any applicable iMediaBank Service-specific Terms of Service and Privacy Policy, which may be updated from time to time and without notice.

4. U.S. GOVERNMENT RESTRICTED RIGHTS

This Application, related materials and documentation have been developed entirely with private funds. If the user of the Application is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Application, including technical data or manuals, is restricted by the terms, conditions and covenants contained in these Terms and Conditions. In accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies, use of the Application is further restricted by these Terms and Conditions.

5. EXPORT RESTRICTIONS

The Application may be subject to export controls or restrictions by the United States or other countries or territories. You agree to comply with all applicable U.S. and international export laws and regulations. These laws include restrictions on destinations, end users, and end use.

6. TERMINATION

These Terms and Conditions will continue to apply until terminated by either you or iMediaBank as set forth below. You may terminate these Terms and Conditions at any time by permanently deleting the Application from your mobile device in its entirety. Your rights automatically and immediately terminate without notice from iMediaBank or any Third Party if you fail to comply with any provision of these Terms and Conditions. In such event, you must immediately delete the Application.

7. INDEMNITY

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless iMediaBank, its affiliates and their respective directors, officers, employees and agents from and against any and all 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 your use of the Application, including your downloading, installation, or use of the Application, or your violation of these Terms and Conditions.

8. DISCLAIMER OF WARRANTIES

- a. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE DISCRETION AND RISK AND THAT THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND.
- b. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.
- c. iMediaBank 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, WITH RESPECT TO THE APPLICATION.
- d. THE APPLICATION IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER ACTIVITIES IN WHICH THE FAILURE OF THE APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

9. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT iMediaBank, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS ARE NOT LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU THROUGH YOUR USE OF THE APPLICATION, INCLUDING ANY LOSS OF DATA OR DAMAGE TO YOUR MOBILE DEVICE, WHETHER OR NOT iMediaBank OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

10. MISCELLANEOUS

- a. These Terms and Conditions constitute the entire Agreement between you and iMediaBank relating to the Application and govern your use of the Application, and completely replace any prior or contemporaneous agreements between you and iMediaBank regarding the Application.
- b. The failure of iMediaBank to exercise or enforce any right or provision of these Terms and Conditions does not constitute a waiver of such right or provision, which will still be available to iMediaBank.
- c. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms and Conditions is invalid, then that provision will be removed from the Terms and Conditions without affecting the rest of the Terms and Conditions. The remaining provisions of these Terms and Conditions will continue to be valid and enforceable.
- d. The rights granted in these Terms and Conditions may not be assigned or transferred by either you or iMediaBank without the prior written approval of the other party. Neither you nor iMediaBank are permitted to delegate their responsibilities or obligations under these Terms and Conditions without the prior written approval of the other party.
- e. These Terms and Conditions and your relationship with iMediaBank under these Terms and Conditions will be governed by the laws of the State of California without regard to its conflict of laws provisions. You and iMediaBank 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 these Terms and Conditions. Notwithstanding this, you agree that iMediaBank will still be allowed to injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.