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12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SANTA CLARA**

15 22CV395930

16 JACOB PEARLMAN, an individual,

17 Plaintiff,

18 v.

19 GOOGLE LLC, a Delaware limited liability
20 company,

21 Defendant.
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CASE NO.

**COMPLAINT AND JURY TRIAL
DEMAND**

[UNLIMITED JURISDICTION]

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1. Defendant Google LLC (“Google”) operates the “Google Play” store, which, *inter alia*, provides a marketplace for users to download various applications (“apps”) to run on their smartphones and computers. According to public reports, in 2019, Google generated \$11.2 billion in revenue from its mobile app store.

2. Plaintiff Jacob Pearlman (“Pearlman”) downloaded a fraudulent app from Google Play within 24 hours of downloading, looted more than \$800,000.00 of Pearlman’s cryptocurrency, as non-fungible tokens (“NFTs”) of additional value. Google knew, or should have known, was offering fraudulent “Phantom Wallet” apps for download, as it had been reported publicly. Before Pearlman downloaded the fraudulent app, the real Phantom cryptocurrency platform had notified Google that it did not offer a mobile app, and therefore that Google necessarily was offering fraudulent “Phantom Wallet” apps to consumers. Google nonetheless continued to offer the fraudulent app for download to unsuspecting users, like Pearlman.

3. By allowing the fraudulent app on its platform, Google violated the most fundamental duty of care owed to its customers like Pearlman. Google compounded its reckless disregard for its customers, like Pearlman, by ignoring Phantom's efforts to keep fraudulent apps off the Google Play Store and complaints by customers who were damaged by such fraudulent apps.

4. By this action, therefore, Pearlman seeks to recover damages from Google.

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5. Plaintiff Jacob Pearlman is a resident of the State of California and has resided here at various times.

6. Defendant Google LLC is a Delaware limited liability company headquartered in Mountain View, California.

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7. The Court has personal jurisdiction over Google because its principal place of business is in the State of California. The Court has personal jurisdiction over Plaintiff because he is a resident of the State of California and consents to jurisdiction.

1 **VENUE**

2 8. Venue is proper in this Court because Google's principal place of business is located
3 in the County of Santa Clara.

4 **FACTS**

5 **A. The Google Play Store**

6 9. Google operates the Google Play store.

7 10. By offering apps through Google Play, Google represents to its users that those apps
8 are legitimate and safe for its users to download. Google's terms of service include a warranty stating,
9 "we provide our services [including Google Play] with reasonable skill and care."

10 11. Moreover, the terms of service specific to Google Play inform users that Google
11 protects users against "malicious third-party software" by collecting information from the user's
12 device, and that "Google may warn you if it considers an app or URL to be unsafe, or Google may
13 remove or block its installation on your Device if it is known to be harmful to devices, data or users."

14 12. Google controls what apps it allows to be offered for download on Google Play.

15 **B. The Google Play Store Offers Fraudulent Apps for Download**

16 13. Pearlman maintains a virtual currency wallet through Phantom, an online platform that
17 allows users to trade on the Solana blockchain.

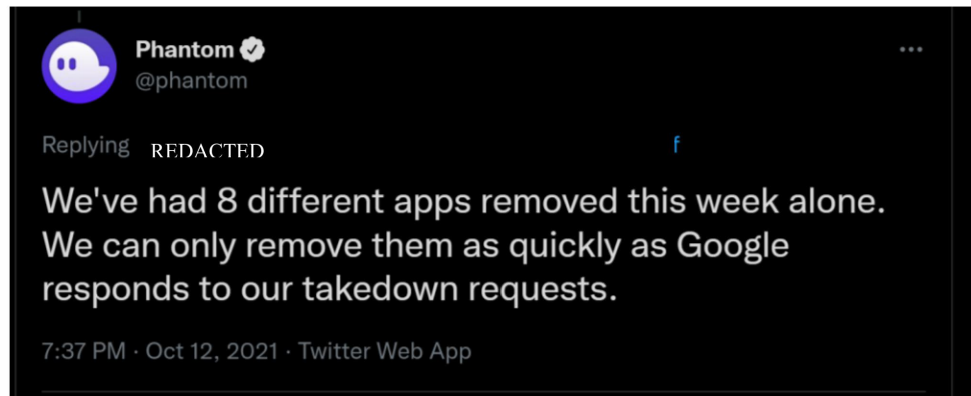
18 14. On October 11, 2021, at 6:17 p.m., Phantom tweeted an urgent warning:



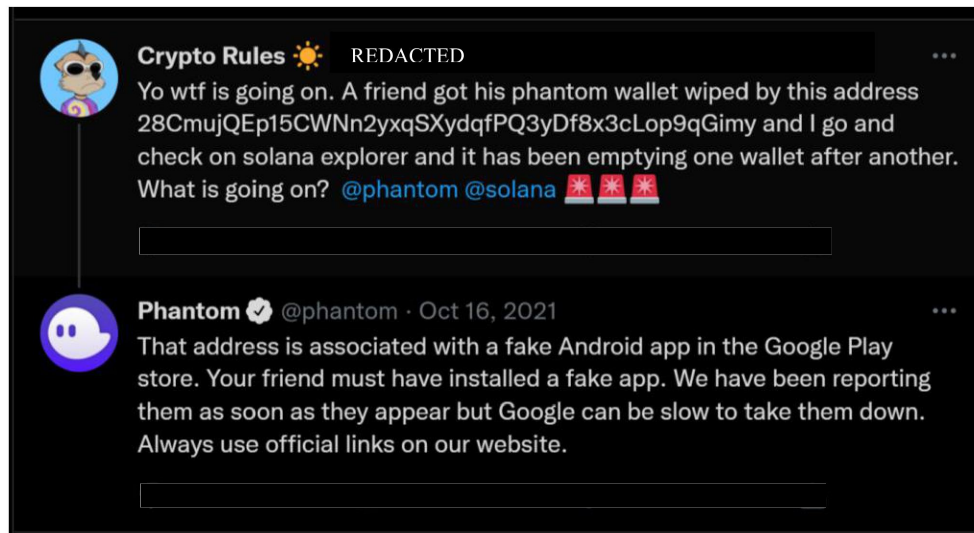
26 15. In response to the foregoing tweet, users commented that they already had been
27 victims of fake Phantom wallet apps, including versions downloaded from Google Play.

28 ///

16. In response to those comments, Phantom tweeted:



17. Phantom's warnings—specifically about Google Play—continued:



18. Despite Phantom's efforts to keep fake Android apps off the Google Play store, and notwithstanding Google's obvious notice that it was offering fraudulent "Phantom Wallet" apps for download, days later, on October 21, 2021, Pearlman was able to, and did, download one.

19. Pearlman was not aware that Google Play offered fraudulent Phantom Wallet apps for download.

20. Less than 24 hours after downloading the fake "Phantom Wallet" app from Google Play, Pearlman's real Phantom wallet was drained of more than \$800,000.00 worth of virtual currencies, including SAMO, USDC, ORCA, and SOL, as well as four additional NFTs.

1 **FIRST CAUSE OF ACTION**

2 **BREACH OF CONTRACT**

3 **(Google Terms of Service)**

4 21. Pearlman repeats and realleges each and every allegation contained in paragraphs 1
5 through 20 above as though fully set forth herein.

6 22. Pearlman and Google entered into the Google Terms of Service (“Google Terms”), a
7 copy of which is attached hereto as Exhibit “A” incorporated by reference as if set forth fully herein.

8 23. Pearlman did all, or substantially all, of the significant things that the Google Terms
9 required him to do.

10 24. Google failed to comply with its contractual obligations under the Google Terms.

11 25. Google drafted the Google Terms, and Pearlman had no opportunity to negotiate such
12 terms.

13 26. Google undertook, and had, a duty to protect Pearlman from malicious, fraudulent,
14 and unsafe apps on Google Play.

15 27. Under California law, moreover, the Google Terms implicitly imposed obligations on
16 Google to execute its obligations thereunder with reasonable care, and to deal with Pearlman and
17 other users fairly and in good faith.

18 28. Part of that duty included taking reasonable steps to ensure the legitimacy of the apps
19 offered on Google Play.

20 29. Google knew, or should have known, that it was hosting fake Phantom Wallet apps,
21 including the one downloaded by Pearlman.

22 30. Indeed, Phantom previously made Google aware of the fact that it did not offer a
23 mobile Phantom Wallet app, and thus Google knew that all of the supposed Phantom Wallet apps on
24 the Google Play store, including the one downloaded by Pearlman, were fraudulent.

25 31. Google thus breached its own warranty and Google Terms by offering a fraudulent
26 app, failing to warn Pearlman that the app may be unsafe, and failing to block Pearlman’s download
27 of the app.

1 32. Google’s breach of the Google Terms was a substantial factor in causing Pearlman’s
2 harm.

3 33. Accordingly, Pearlman requests entry of judgment in his favor against Google in an
4 amount to be determined at trial, but not less than \$800,000.00.

5 **SECOND CAUSE OF ACTION**

6 **BREACH OF CONTRACT**

7 **(Google Play Terms of Service)**

8 34. Pearlman repeats and realleges each and every allegation contained in paragraphs 1
9 through 33 above as though fully set forth herein.

10 35. Pearlman and Google entered into the Google Play Terms of Service (“Terms of
11 Service”), a copy of which is attached hereto as Exhibit “B” and incorporated by reference as if set
12 forth fully herein.

13 36. Pearlman did all, or substantially all, of the significant things that the Terms of Service
14 required him to do.

15 37. Google failed to comply with its contractual obligations under the Terms of Service.

16 38. Google drafted the Terms of Service, and Pearlman had no opportunity to negotiate
17 such terms.

18 39. Google undertook, and had, a duty to protect Pearlman from malicious, fraudulent,
19 and unsafe apps on Google Play.

20 40. Under California law, moreover, the Terms of Service implicitly imposed obligations
21 on Google to execute its obligations thereunder with reasonable care, and to deal with Pearlman and
22 other users fairly and in good faith.

23 41. Part of that duty included taking reasonable steps to ensure the legitimacy of the apps
24 offered on Google Play.

25 42. Google knew, or should have known, that it was hosting fake Phantom Wallet apps,
26 including the one downloaded by Pearlman.

43. Indeed, Phantom previously made Google aware of the fact that it did not offer a mobile Phantom Wallet app, and thus Google knew that all of the supposed Phantom Wallet apps on the Google Play store, including the one downloaded by Pearlman, were fraudulent.

44. Google thus breached its own warranty and Terms of Service by offering a fraudulent app, failing to warn Pearlman that the app may be unsafe, and failing to block Pearlman's download of the app.

45. Google's breach of the Terms of Service was a substantial factor in causing Pearlman's harm.

46. Accordingly, Pearlman requests entry of judgment in his favor against Google in an amount to be determined at trial, but not less than \$800,000.00.

THIRD CAUSE OF ACTION

EXPRESS WARRANTY

47. Pearlman repeats and realleges each and every allegation contained in paragraphs 1 through 46 above as though fully set forth herein.

48. Google gave Pearlman a written warranty that Google protects users against, *inter alia*, “malicious third-party software.”

49. Google, however, did not protect Pearlman from malicious third-party software.

50. Upon information and belief, before Pearlman downloaded the malicious app from Google Play, Phantom and other third parties notified Google that Google Play was offering malicious third-party software to consumers, like Pearlman.

51. Despite such notice, Google failed to remove the malicious third-party software from Google Play.

52. Google's failure to protect Pearlman from malicious third-party software was a substantial factor in causing Pearlman's harm.

53. Accordingly, Pearlman requests entry of judgment in his favor against Google in an amount to be determined at trial, but not less than \$800,000.00.

FOURTH CAUSE OF ACTION
STRICT PRODUCTS LIABILITY
(Defective Product Design)

54. Pearlman repeats and realleges each and every allegation contained in paragraphs 1 through 53 above as though fully set forth herein.

55. Google offers Google Play as a marketplace for users to download various applications to run on their phones and computers.

56. Google Play did not perform as safely as an ordinary consumer would have expected it to perform when used in an intended or reasonably foreseeable way.

57. Google Play's failure to perform safely was a substantial factor in causing Pearlman's harm.

58. Accordingly, Pearlman requests entry of judgment in his favor against Google in an amount to be determined at trial, but not less than \$800,000.00.

FIFTH CAUSE OF ACTION
STRICT PRODUCTS LIABILITY
(Failure to Warn)

59. Pearlman repeats and realleges each and every allegation contained in paragraphs 1 through 58 above as though fully set forth herein.

60. Google offers Google Play as a marketplace for users to download various applications to run on their phones and computers.

61. Google Play presents potential risks, including the risk of offering malicious third-party software for download, which were known to Google at the time that Pearlman downloaded the fraudulent Phantom app.

62. The potential risks presented a substantial danger when Google Play is used or misused in an intended or reasonably foreseeable way.

63. Ordinary consumers would not have recognized the potential risk.

64. Google failed to adequately warn Pearlman of the potential risk.

65. The lack of sufficient warnings was a substantial factor in causing Pearlman's harm.

66. Google failed to warn Pearlman and other users of the dangers that Google Play and the fraudulent Phantom Wallet app posed.

67. Google distributed the fraudulent Phantom Wallet app to Pearlman.

68. The fraudulent Phantom Wallet app caused harm to Pearlman's property -- specifically, making the property disappear.

69. Google Play, itself, is a defective product because it allowed the distribution of a predatory, fraudulent product to the public, which is not what consumers expect.

70. Google's involvement in the vertical distribution of the fraudulent Phantom Wallet -- which was used to steal Pearlman's assets -- was the functional equivalent, in today's business world, of Google selling a physical wallet to a customer, which spontaneously catches on fire and burns the customer's money.

71. Google's involvement in the vertical distribution of the Phantom Wallet should subject it to strict liability in this case in the same way as if it sold a spontaneously combusting wallet.

72. Accordingly, Pearlman requests entry of judgment in his favor against Google in an amount to be determined at trial, but not less than \$800,000.00.

SIXTH CAUSE OF ACTION

COMPREHENSIVE COMPUTER DATA AND ACCESS FRAUD ACT

(Cal. Pen. Code § 502(c))

73. Pearlman repeats and realleges each and every allegation contained in paragraphs 1 through 72 above as though fully set forth herein.

74. Pearlman owns a mobile phone used to download the fraudulent app.

75. Google, *inter alia*:

a. Knowingly and without permission provided or assisted in providing a means of accessing a computer, computer system, or computer network in violation of this section;

b. Knowingly and without permission accessed or caused to be accessed any computer, computer system, or computer network; and/or

1 c. Knowingly introduced a computer contaminant into any computer,
2 computer system, or computer network.

3 76. Google's conduct was without Pearlman's informed permission.

4 77. Google's conduct was a substantial factor in causing Pearlman's harm.

5 78. Accordingly, Pearlman requests entry of judgment in his favor against Google in an
6 amount to be determined at trial, but not less than \$800,000.00.

7 **SEVENTH CAUSE OF ACTION**

8 **CALIFORNIA FINANCIAL INFORMATION PRIVACY ACT**

9 **(Cal. Fin. Code § 4057)**

10 79. Pearlman repeats and realleges each and every allegation contained in paragraphs 1
11 through 78 above as though fully set forth herein.

12 80. Google negligently or knowingly and willfully disclosed nonpublic personal
13 information in violation of CFIPA to the distributors of the Phantom malware app by allowing
14 consumers, like Pearlman, to download the fraudulent Phantom app.

15 81. Google's conduct warrants statutory penalties in addition to an award of damages.

16 82. Accordingly, Pearlman requests entry of judgment in his favor against Google in an
17 amount to be determined at trial, but not less than \$800,000.00.

18 **EIGHTH CAUSE OF ACTION**

19 **NEGLIGENCE**

20 83. Pearlman repeats and realleges each and every allegation contained in paragraphs 1
21 through 82 above as though fully set forth herein.

22 84. Google had a duty to protect Pearlman from reasonably foreseeable harm.

23 85. Google's failure to detect this fraudulent app and/or failure to promptly remove it and
24 delete it from users' phones once it learned of it was negligent and resulted in grievous financial
25 damages to Pearlman.

26 86. Google knew, or should have known, that it was hosting fake Phantom Wallet apps,
27 including the one downloaded by Pearlman.

1 87. Indeed, Phantom previously made Google aware of the fact that it did not offer a
2 mobile Phantom Wallet app, and thus Google knew that all of the supposed Phantom Wallet apps on
3 the Google Play store, including the one downloaded by Pearlman, were fraudulent.

4 88. The real Phantom entity, in fact, had publicly complained that Google was slow to
5 take the fraudulent apps down.

6 89. At a minimum, therefore, Google's failure to remove knowingly fraudulent apps from
7 the Google Play store was negligent.

8 90. Accordingly, Pearlman requests entry of judgment in his favor against Google in an
9 amount to be determined at trial, but not less than \$800,000.00.

10 **DEMAND FOR JURY TRIAL**

11 Pearlman requests a jury trial on all claims and issues so triable.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Pearlman demands judgment against Google, as follows:

- 14 A. For compensatory damages in an amount to be proven at trial;
15 B. For special damages in an amount according to proof;
16 C. For exemplary and punitive damages in an amount sufficient to punish Google;
17 D. For statutory penalties, as specified above;
18 E. For restitution in an amount to be proven at trial;
19 F. For attorneys' fees and costs of suit incurred herein;
20 G. For prejudgment interest at the maximum legal rate;
21 H. For post-judgment interest at the maximum legal rate; and
22 I. For other and further such relief as the Court deems just and proper.

23 DATED: March 18, 2022

Submitted by,

24 SHUSTAK REYNOLDS & PARTNERS, P.C.

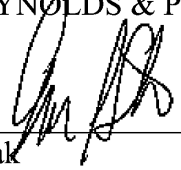
25 
26 _____
27 Erwin. J. Shustak
28 Joseph M. Mellano
 Attorneys for Plaintiff

Exhibit “A”

GOOGLE TERMS OF SERVICE

Effective March 31, 2020

[Archived versions](#)

What's covered in these terms

We know it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use Google services, and what we expect from you.

These Terms of Service reflect [the way Google's business works](#), the laws that apply to our company, and [certain things we've always believed to be true](#). As a result, these Terms of Service help define Google's relationship with you as you interact with our services. For example, these terms include the following topic headings:

- [What you can expect from us](#), which describes how we provide and develop our services
- [What we expect from you](#), which establishes certain rules for using our services
- [Content in Google services](#), which describes the intellectual property rights to the content you find in our services — whether that content belongs to you, Google, or others
- [In case of problems or disagreements](#), which describes other legal rights you have, and what to expect in case someone violates these terms

Understanding these terms is important because, by using our services, you're agreeing to these terms.

Besides these terms, we also publish a [Privacy Policy](#). Although it's not part of these terms, we encourage you to read it to better understand how you can [update, manage, export, and delete your information](#).

Service provider

Google services are provided by, and you're contracting with:

Google LLC

organized under the laws of the State of Delaware, USA, and operating under the laws of the USA

1600 Amphitheatre Parkway
Mountain View, California 94043
USA

Age requirements

If you're under the [age required to manage your own Google Account](#), you must have your parent or legal guardian's permission to use a Google Account. Please have your parent or legal guardian read these terms with you.

If you're a parent or legal guardian, and you allow your child to use the [services](#), then these terms apply to you and you're responsible for your child's activity on the services.

Some Google services have additional age requirements as described in their [service-specific additional terms and policies](#).

Your relationship with Google

These terms help define the relationship between you and Google. Broadly speaking, we give you permission to use our [services](#) if you agree to follow these terms, which reflect [how Google's business works and how we earn money](#). When we speak of "Google," "we," "us," and "our," we mean Google LLC and its [affiliates](#).

What you can expect from us

Provide a broad range of useful services

We provide a broad range of services that are subject to these terms, including:

- apps and sites (like Search and Maps)

- platforms (like Google Play)
- integrated services (like Maps embedded in other companies' apps or sites)
- devices (like Google Home)

Our services are designed to work together, making it easier for you to move from one activity to the next. For example, Maps can remind you to leave for an appointment that appears in your Google Calendar.

Improve Google services

We're constantly developing new technologies and features to improve our services. For example, we invest in artificial intelligence that uses machine learning to detect and block spam and malware, and to provide you with innovative features, like simultaneous translations. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our services, and start offering new services or stop offering old ones.

If we make material changes that negatively impact your use of our services or if we stop offering a service, we'll provide you with reasonable advance notice and an opportunity to export your content from your Google Account using [Google Takeout](#), except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues.

What we expect from you

Follow these terms and service-specific additional terms

The permission we give you to use our services continues as long as you meet your responsibilities in:

- **these terms**
- **[service-specific additional terms](#)**, which could, for example, include things like additional age requirements

We also make various policies, help centers, and other resources available to you to answer common questions and to set expectations about using our services. These resources include our [Privacy Policy](#), [Copyright Help Center](#), [Safety Center](#), and other pages accessible from our [policies site](#).

Although we give you permission to use our services, we retain any [intellectual property rights](#) we have in the services.

Respect others

Many of our services allow you to interact with others. We want to maintain a respectful environment for everyone, which means you must follow these basic rules of conduct:

- comply with applicable laws, including export control, sanctions, and human trafficking laws
- respect the rights of others, including privacy and intellectual property rights
- don't abuse or harm others or yourself (or threaten or encourage such abuse or harm) – for example, by misleading, defrauding, defaming, bullying, harassing, or stalking others
- don't abuse, harm, interfere with, or disrupt the services

Our [service-specific additional terms and policies](#) provide additional details about appropriate conduct that everyone using those services must follow. If you find that others aren't following these rules, many of our services allow you to [report abuse](#). If we act on a report of abuse, we also provide a fair process as described in the [Taking action in case of problems](#) section.

Permission to use your content

Some of our services are designed to let you upload, submit, store, send, receive, or share [your content](#). You have no obligation to provide any content to our services and you're free to choose the content that you want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful.

License

[Your content](#) remains yours, which means that you retain any [intellectual property rights](#) that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you may have the right to share someone else's creative content if they've given you their permission.

We need your permission if your intellectual property rights restrict our use of your content. You provide Google with that permission through this license.

What's covered

This license covers [your content](#) if that content is protected by intellectual property rights.

What's not covered

- This license doesn't affect your privacy rights — it's only about your intellectual property rights
- This license doesn't cover these types of content:
 - publicly-available factual information that you provide, such as corrections to the address of a local business. That information doesn't require a license because it's considered common knowledge that everyone's free to use.
 - feedback that you offer, such as suggestions to improve our services. Feedback is covered in the [Service-related communications](#) section below.

Scope

This license is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means you can license your content to others
- royalty-free, which means there are no fees for this license

Rights

This license allows Google to:

- host, reproduce, distribute, communicate, and use your content — for example, to save your content on our systems and make it accessible from anywhere you go

- publish, publicly perform, or publicly display your content, if you've made it visible to others
- modify and create derivative works based on your content, such as reformatting or translating it
- sublicense these rights to:
 - other users to allow the services to work as designed, such as enabling you to share photos with people you choose
 - our contractors who've signed agreements with us that are consistent with these terms, only for the limited purposes described in the [Purpose](#) section below

Purpose

This license is for the limited purpose of:

- **operating and improving the services**, which means allowing the services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyze your content:
 - for spam, malware, and illegal content
 - to recognize patterns in data, such as determining when to suggest a new album in Google Photos to keep related photos together
 - to customize our services for you, such as providing recommendations and personalized search results, content, and ads (which you can change or turn off in [Ads Settings](#))

This analysis occurs as the content is sent, received, and when it is stored.

- **using content you've shared publicly to promote the services**. For example, to promote a Google app, we might quote a review you wrote. Or to promote Google Play, we might show a screenshot of the app you offer in the Play Store.
- **developing new technologies and services** for Google consistent with these terms

Duration

This license lasts for as long as your content is protected by intellectual property rights.

If you remove from our services any content that's covered by this license, then our systems will stop making that content publicly available in a reasonable amount of time. There are two exceptions:

- If you already shared your content with others before removing it. For example, if you shared a photo with a friend who then made a copy of it, or shared it again, then that photo may continue to appear in your friend's Google Account even after you remove it from your Google Account.
- If you make your content available through other companies' services, it's possible that search engines, including Google Search, will continue to find and display your content as part of their search results.

Using Google services

Your Google Account

If you meet [these age requirements](#) you can [create a Google Account](#) for your convenience. Some [services](#) require that you have a Google Account in order to work — for example, to use Gmail, you need a Google Account so that you have a place to send and receive your email.

You're responsible for what you do with your Google Account, including taking reasonable steps to keep your Google Account secure, and we encourage you to regularly use the [Security Checkup](#).

Using Google services on behalf of an organization

Many [organizations](#), such as businesses, non-profits, and schools, take advantage of our [services](#). To use our services on behalf of an organization:

- an authorized representative of that organization must agree to these terms
- your organization's administrator may assign a Google Account to you. That administrator might require you to follow additional rules and may be able to access or disable your Google Account.

Service-related communications

To provide you with our services, we sometimes send you service announcements and other information. To learn more about how we communicate with you, see Google's [Privacy Policy](#).

If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

Content in Google services

Your content

Some of our [services](#) give you the opportunity to make your content publicly available — for example, you might post a product or restaurant review that you wrote, or you might upload a blog post that you created.

- See the [Permission to use your content](#) section for more about your rights in [your content](#), and how your content is used in our services
- See the [Removing your content](#) section to learn why and how we might remove user-generated content from our services

If you think someone is infringing your [intellectual property rights](#), you can [send us notice of the infringement](#) and we'll take appropriate action. For example, we suspend or close the Google Accounts of repeat [copyright](#) infringers as described in our [Copyright Help Center](#).

Google content

Some of our [services](#) include content that belongs to Google — for example, many of the visual illustrations you see in Google Maps. You may use Google's content as allowed by these terms and any [service-specific additional terms](#), but we retain any intellectual property rights that we have in our content. Don't remove, obscure, or alter any of our branding, logos, or legal notices. If you want to use our branding or logos, please see the [Google Brand Permissions](#) page.

Other content

Finally, some of our [services](#) give you access to content that belongs to other people or [organizations](#) – for example, a store owner’s description of their own business, or a newspaper article displayed in Google News. You may not use this content without that person or organization’s permission, or as otherwise allowed by law. The views expressed in other people or organizations’ content are theirs, and don’t necessarily reflect Google’s views.

Software in Google services

Some of our [services](#) include downloadable software. We give you permission to use that software as part of the services.

The license we give you is:

- worldwide, which means it’s valid anywhere in the world
- non-exclusive, which means that we can license the software to others
- royalty-free, which means there are no fees for this license
- personal, which means it doesn’t extend to anyone else
- non-assignable, which means you’re not allowed to assign the license to anyone else

Some of our services include software that’s offered under open source license terms that we make available to you. Sometimes there are provisions in the open source license that explicitly override parts of these terms, so please be sure to read those licenses.

You may not copy, modify, distribute, sell, or lease any part of our services or software. Also, you may not reverse engineer or attempt to extract any of our source code unless you have our written permission or applicable law lets you do so.

When a service requires or includes downloadable software, that software sometimes updates automatically on your device once a new version or feature is available. Some services let you adjust your automatic update settings.

In case of problems or disagreements

By law, you have the right to (1) a certain quality of service, and (2) ways to fix problems if things go wrong. These terms don't limit or take away any of those rights. For example, if you're a [consumer](#), then you continue to enjoy all legal rights granted to consumers under applicable law.

Warranty

We provide our [services](#) using reasonable skill and care. If we don't meet the quality level described in this [warranty](#), you agree to tell us and we'll work with you to try to resolve the issue.

Disclaimers

The only commitments we make about our [services](#) (including the content in the services, the specific functions of our services, or their reliability, availability, or ability to meet your needs) are (1) described in the [Warranty](#) section, (2) stated in the [service-specific additional terms](#), or (3) provided under applicable laws. We don't make any other commitments about our services.

And unless required by law, we don't provide implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Liabilities

For all users

These terms only limit our responsibilities as allowed by applicable law. Specifically, these terms don't limit Google's [liability](#) for death or personal injury, fraud, fraudulent misrepresentation, gross negligence, or willful misconduct.

Other than the rights and responsibilities described in this section (In case of problems or disagreements), Google won't be responsible for any other losses, unless they're caused by our breach of these terms or [service-specific additional terms](#).

For business users and organizations only

If you're a [business user](#) or [organization](#), then to the extent allowed by applicable law:

- You'll [indemnify](#) Google and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the [services](#) or violation of these terms or [service-specific additional terms](#). This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.
- Google won't be responsible for the following liabilities:
 - loss of profits, revenues, business opportunities, goodwill, or anticipated savings
 - indirect or consequential loss
 - punitive damages
- Google's total liability arising out of or relating to these terms is limited to the greater of (1) US\$500 or (2) 125% of the fees that you paid to use the relevant services in the 12 months before the breach

If you're legally exempt from certain responsibilities, including [indemnification](#), then those responsibilities don't apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms don't override those immunities.

Taking action in case of problems

Before taking action as described below, we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to fix the problem, unless we reasonably believe that doing so would:

- cause harm or [liability](#) to a user, third party, or Google
- violate the law or a legal enforcement authority's order
- compromise an investigation
- compromise the operation, integrity, or security of our [services](#)

Removing your content

If we reasonably believe that any of [your content](#) (1) breaches these terms, [service-specific additional terms or policies](#), (2) violates applicable law, or (3) could harm our users, third parties, or Google, then we reserve the right to take down some or all of that content in accordance with applicable law. Examples include child pornography, content that facilitates human trafficking or harassment, and content that infringes someone else's [intellectual property rights](#).

Suspending or terminating your access to Google services

Google reserves the right to suspend or terminate your access to the services or delete your Google Account if any of these things happen:

- you materially or repeatedly breach these terms, [service-specific additional terms or policies](#)
- we're required to do so to comply with a legal requirement or a court order
- we reasonably believe that your conduct causes harm or [liability](#) to a user, third party, or Google — for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content that doesn't belong to you

If you believe your Google Account has been suspended or terminated in error, [you can appeal](#).

Of course, you're always free to stop using our services at any time. If you do stop using a service, we'd [appreciate knowing why](#) so that we can continue improving our services.

Settling disputes, governing law, and courts

For information about how to contact Google, please visit our [contact page](#).

California law will govern all disputes arising out of or relating to these terms, [service-specific additional terms](#), or any related [services](#), regardless of conflict of laws rules. These disputes will be resolved exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

To the extent that applicable local law prevents certain disputes from being resolved in a California court, then you can file those disputes in your local courts. Likewise, if applicable local law prevents

your local court from applying California law to resolve these disputes, then these disputes will be governed by the applicable local laws of your country, state, or other place of residence.

About these terms

By law, you have certain rights that can't be limited by a contract like these terms of service. These terms are in no way intended to restrict those rights.

These terms describe the relationship between you and Google. They don't create any legal rights for other people or [organizations](#), even if others benefit from that relationship under these terms.

We want to make these terms easy to understand, so we've used examples from our [services](#). But not all services mentioned may be available in your country.

If these terms conflict with the [service-specific additional terms](#), the additional terms will govern for that service.

If it turns out that a particular term is not valid or enforceable, this will not affect any other terms.

If you don't follow these terms or the [service-specific additional terms](#), and we don't take action right away, that doesn't mean we're giving up any rights that we may have, such as taking action in the future.

We may update these terms and [service-specific additional terms](#) (1) to reflect changes in our services or how we do business — for example, when we add new services, features, technologies, pricing, or benefits (or remove old ones), (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change these terms or [service-specific additional terms](#), we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should remove [your content](#) and stop using the services. You can also end your relationship with us at any time by closing your Google Account.

affiliate

An entity that belongs to the Google group of companies, which means Google LLC and its subsidiaries, including the following companies that provide consumer services in the EU: Google Ireland Limited, Google Commerce Ltd, and Google Dialer Inc.

business user

An individual or entity who is not a consumer (see consumer).

consumer

An individual who uses Google services for personal, non-commercial purposes outside of their trade, business, craft, or profession. (See business user)

copyright

A legal right that allows the creator of an original work (such as a blog post, photo, or video) to decide if and how that original work may be used by others.

disclaimer

A statement that limits someone's legal responsibilities.

EU Platform-to-Business Regulation

The Regulation (EU) 2019/1150 on promoting fairness and transparency for business users of online intermediation services.

indemnify or indemnity

An individual or organization's contractual obligation to compensate the losses suffered by another individual or organization from legal proceedings such as lawsuits.

intellectual property rights (IP rights)

Rights over the creations of a person's mind, such as inventions (patent rights); literary and artistic works (copyright); designs (design rights); and symbols, names, and images used in commerce (trademarks). IP rights may belong to you, another individual, or an organization.

liability

Losses from any type of legal claim, whether the claim is based on a contract, tort (including negligence), or other reason, and whether or not those losses could have been reasonably anticipated or foreseen.

organization

A legal entity (such as a corporation, non-profit, or school) and not an individual person.

services

Google services that are subject to these terms are the products and services listed at <https://policies.google.com/terms/service-specific>, including:

- Google apps and sites (like Search and Maps)
- platforms (like Google Play)
- integrated services (like Maps embedded in other companies' apps or sites)
- devices (like Google Home)

trademark

Symbols, names, and images used in commerce that are capable of distinguishing the goods or services of one individual or organization from those of another.

warranty

An assurance that a product or service will perform to a certain standard.

your content

Things that you write, upload, submit, store, send, receive, or share with Google using our services, such as:

- Docs, Sheets, and Slides you create
- blog posts you upload through Blogger
- reviews you submit through Maps
- videos you store in Drive
- emails you send and receive through Gmail
- pictures you share with friends through Photos
- travel itineraries that you share with Google

Exhibit “B”

Google Play Terms of Service

 play.google.com/about/play-terms/index.html

October 12, 2020 ([View archived version](#))

1. Introduction

Applicable Terms. Thanks for using Google Play. Google Play is a service provided by Google LLC ("**Google**", "**we**" or "**us**"), located at 1600 Amphitheatre Parkway, Mountain View, California 94043, USA. Your use of Google Play and the apps (including Android Instant Apps), games, music, movies, books, magazines, or other digital content or services (referred to as "**Content**") available through it is subject to these Google Play Terms of Service and the [Google Terms of Service](#) ("**Google ToS**") (together referred to as the "**Terms**"). Google Play is a "Service" as described in the Google ToS. If there is any conflict between the Google Play Terms of Service and the Google ToS, the Google Play Terms of Service shall prevail.

2. Your Use of Google Play

Access to and Use of Content. You may use Google Play to browse, locate, view, stream, or download Content for your mobile, computer, tv, watch, or other supported device ("**Device**"). To use Google Play, you will need a Device that meets the system and compatibility requirements for the relevant Content, working Internet access, and compatible software. The availability of Content and features will vary between countries and not all Content or features may be available in your country. Some Content may be available to share with family members. Content may be offered by Google or made available by third-parties not affiliated with Google. Google is not responsible for and does not endorse any Content made available through Google Play that originates from a source other than Google.

Age Restrictions. In order to use Google Play, you must have a valid Google account ("**Google Account**"), subject to the following [age restrictions](#). If you are considered a minor in your country, you must have your parent or legal guardian's permission to use Google Play and to accept the Terms. You must comply with any additional age restrictions that might apply for the use of specific Content or features on Google Play. Family managers and family members must meet these [additional requirements](#) as well.

Third-Party Fees. You are responsible for any access or data fees incurred from third parties (such as your Internet provider or mobile carrier) in connection with your use and viewing of Content and Google Play.

Updates. Google Play, related support libraries, or Content may need to be updated, for example, for bug fixes, enhanced functions, missing plug-ins and new versions (collectively, "**Updates**"). Such Updates may be necessary in order for you to use Google Play or to access, download, or use Content. By agreeing to these Terms and using Google Play, you agree to receive such Updates automatically. You may be able to manage Updates to certain Content via Settings in Google Play. If it is determined, however, that the Update will fix a critical security vulnerability related to the Content, the Update may be completed irrespective of your Update settings in Google Play or your Device. If another app store attempts to update Content that was initially downloaded from Google Play, you may receive a warning or such updates may be prevented entirely.

Information about You. Google's [privacy policies](#) explain how we treat your personal data and protect your privacy when using Google Play. Google may need to provide your personal information, such as your name and email address, to Providers for the purposes of processing your transactions or provisioning Content to you. Providers agree to use this information in accordance with their privacy policies.

If you are part of a family group on Google Play, your family members in the family group will be able to see certain information about you. If you are the family manager of a family group on Google Play, family members you invite to join the family group will see your name, photo, and e-mail address. If you join a family group as a family member, other family members will be able to see your name, photo, and e-mail address. Your family manager may also see your age and will see a record of all purchases you make using the designated family payment method, including a description of the Content purchased. If Content is available for family sharing and you share it with your family group, then all family members will be able to access the Content and see that you purchased it.

Unauthorized Access to Accounts. You must keep your account details secure and must not share them with anyone else. You must not collect or harvest any personal data of any user of Google Play or of any user of other Google Services via Google Play, including account names.

Disabled Accounts. If Google disables access to your account in accordance with the Terms (for example if you violate the Terms), you may be prevented from accessing Google Play, your account details or any files or other Content that is stored with your account. See the [Help Center](#) for more information. If you are the family manager of a family on Google Play and Google disables access to your account, your family members may lose access to family features requiring a family group, such as a family payment method, family subscriptions, or Content shared by family members. If you are a family member of a family on Google Play and Google disables your account, your family members will lose access to Content you have shared with them.

Malware protection. To protect you against malicious third party software, URLs, and other security issues, Google may receive information about your Device's network connections, potentially harmful URLs, the operating system, and apps installed on your Device through Google Play or from other sources. Google may warn you if it considers an app or URL to be unsafe, or Google may remove or block its installation on your Device if it is known to be harmful to devices, data or users. You can choose to disable some of these protections in the settings on your Device, however, Google may continue to receive information about apps installed through Google Play, and apps installed on your Device from other sources may continue to be analyzed for security issues without sending information to Google.

Android Instant Apps. When you click on a link on your Device, Google Play may check if an applicable instant app exists and, if so, open the link within the instant app. Any code needed to run the portions of the instant app you access will be downloaded to your Device and kept on it temporarily. App details for an instant app can be found in the Google Play store. Android Instant Apps data and settings are synced to devices signed in with your Google account. You can choose to disable Android Instant Apps in the settings on your Device.

Changes to these Terms. If the Terms change, you will be given at least 30 days notice, and the new Terms will be effective after such notice period. Your continued use of Google Play following such notice period will indicate your acceptance of the new Terms. The new Terms will apply to your use of all Content (including Content you have installed or purchased in the past) and all subsequent installs or purchases. If you do not agree with such changes, you will be given the opportunity to download the Content you previously purchased or installed and terminate your use of the Google Play. You may continue to view that copy of the Content on your Devices in accordance with the last version of the Terms that you accepted.

3. Purchases and Payments

Free Content. Google may allow you to download, view or use Content free of charge on Google Play. Additional limitations may apply to your access and use of certain free Content.

Purchase of Content. When you buy Content on or using Google Play you will enter into a separate sale contract based on these Terms (as applicable) with the seller which will be either:

(a) Google LLC; or

(b) provider of the Content (the "**Provider**"), including where Google LLC is acting as an agent for the Provider.

The separate sale contract is in addition to these Terms.

For sales where Google is acting as an agent for the Provider, the statement, in the Google ToS, that the Google ToS "do not create any third party beneficiary rights", does not apply to your use of Google Play.

Your contract for the purchase and use of Content is completed once you receive the email from Google confirming your purchase of that Content, and performance of this contract begins as soon as the purchase is complete.

Pre-orders. When you place a pre-order for Content, your contract for the purchase and use of that item is completed when the Content is made available to you, and you will be charged for the purchase at that time. You can cancel your pre-order at any time up to the point at which the Content becomes available to you. We will need to cancel your pre-order if the Content is withdrawn from sale through Google Play before it is made available and we reserve the right to cancel your order in the event the price changes before your order is fulfilled.

Family Payment Method. If you are the family manager of a family group on Google Play, you will be required to set up a valid family payment method for your family members to use to purchase Content on Google Play and within apps. You will be responsible for all of your family members' purchases of Content using the family payment method. If a family group is deleted, or a family member leaves the family group, you may be charged for pending purchases made by family members using the family payment method.

Google Payments. In order to purchase Content through Google Play, you must have a Google Payments account and agree to the Google Payments [Terms of Service](#). [The Google Payments Privacy Notice](#) applies whenever you purchase Content using a Google Payments account. You are responsible for all amounts payable associated with purchases made through Google Play on your Google Payments account.

Other Payment Processing Methods. Google may make available to you various payment processing methods in addition to Google Payments to facilitate the purchase of Content through Google Play. You must abide by any relevant terms and conditions or other legal agreement, whether with Google or a third party, that governs your use of a given payment processing method. Google may add or remove payment processing methods at its sole discretion. You are solely responsible for all amounts payable associated with purchases you make on Google Play.

Eligibility for Carrier Billing. In order to determine your eligibility to have purchases of Content that you make through your Devices billed to your network provider's account, when you create a Google Play account on a Device, we will send identifiers of your Device, e.g., subscriber ID and SIM card serial number, to your network provider. To permit this you will need to accept the network provider's terms of service. The network provider may send us your billing address information. We will hold and use this information in accordance with Google's [Privacy Policies](#) and Google Payments [Privacy Notice](#).

Pricing. Pricing and availability of all Content displayed through Google Play are subject to change at any time prior to purchase.

Taxes. "Taxes" means any duties, customs fees, levies or taxes (other than income tax) associated with the sale of Content, including any related penalties or interest. You are responsible for any Taxes and must pay for Content without any reduction for Taxes. If the seller of Content or Google is obligated to collect or pay Taxes, the Taxes will be charged to you. You must comply with any and all applicable tax laws, including the reporting and payment of any Taxes arising in connection with your use of Google Play or the purchase of Content on or through Google Play. The reporting and payment of any such applicable Taxes are your responsibility.

All Sales Final. See Google Play's [Refund Policy](#) for more information about your rights to withdraw, cancel, or return purchases for a refund. Except as expressly set out in Google Play's [Refund Policies](#) or the refund policies of the Provider, all sales are final, and no returns, replacements or refunds are permitted. If a replacement, return or refund is granted for any transaction, the transaction may be reversed, and you may no longer be able to access the Content that you acquired through that transaction.

Subscriptions. Subscriptions are automatically charged each billing period (whether weekly, monthly, annually, or another period), and you may be charged no more than 24 hours before the beginning of each billing period.

(a) Trials Periods. When you subscribe to Content for a price, you may receive access to the subscription benefits at no charge for a specified trial period, after which you will be charged until you cancel your subscription. To avoid being charged, you must cancel before the end of the trial period. Once you cancel your trial, you will immediately lose access to the relevant app and any subscription privileges unless otherwise specified. Access to such trial periods may be limited to a certain number of trials for each user during a given period, or other restrictions.

(b) Cancellations. You may cancel a subscription at any time before the end of the applicable billing period as described in the [Help Center](#), and the cancellation will apply to the next period. For example, if you purchase a monthly subscription, you may cancel that subscription at any time during any month of the subscription, and the subscription will be cancelled as of the following month. You will not receive a refund for the current billing period, except as otherwise provided in [Google Play's Refund Policy](#) (for example where Content is defective). **Google Play Newsstand subscriptions:** You will continue to receive Content and Updates (if applicable) of the relevant subscription during the remainder of the current billing period. After that billing period ends, you will retain access to previously delivered magazine issues, but your access to paid news content will terminate at the end of the billing period during which your subscription is cancelled. If you cancel during the free trial period, you will retain access to the magazine issues that you access during a free trial period, but you will not retain access to news content. **Google Play Music**

subscriptions: If you cancel your Google Play Music subscription, you will continue to have access to Google Play Music subscription Content during the remainder of the current billing period; however, your access will terminate at the end of the billing period during which your subscription is cancelled. If you cancel your Google Play Music subscription during a free trial period, you will not retain access to the Google Play Music subscription Content that you accessed during a free trial period.

(c) Reductions for Print Subscribers. Some Providers of periodicals may allow you to purchase a subscription of periodical Content on Google Play at a reduced rate if you are already a print subscriber. If you cancel your print subscription of that periodical or your print subscription expires and you do not renew it, your reduced subscription rate of that Content on Google Play will be cancelled automatically.

(d) Price Changes. When you purchase a subscription, you will initially be charged at the rate applicable at the time of your agreement to subscribe. If the price of the subscription increases later, Google will notify you. The increase will apply to the next payment due from you after the notice, provided that you have been given at least 10 days' prior notice before the charge is made. If you are given less than 10 days' prior notice, the price increase will not apply until the payment after the next payment due. If you do not wish to pay the increased price for a subscription, you may cancel the subscription as described in the Cancellations section of these Terms, and you will not be charged further amounts for the subscription, provided you have notified us before the end of the current billing period. Where the Provider increases the price of a subscription and consent is required, Google may cancel your subscription unless you agree to the new price. If your subscription is cancelled and you later decide to re-subscribe, you will be charged at the then current subscription rate.

4. Rights and Restrictions

License to Use Content. After completing a transaction or paying the applicable fees for Content, you will have the non-exclusive right, solely as expressly permitted in these Terms and associated policies, to store, access, view, use, and display copies of the applicable Content on your Devices or as otherwise authorized as part of the Service for your personal, non-commercial use only. All rights, title and interest in Google Play and Content not expressly granted to you in the Terms are reserved. Your use of apps and games may be governed by the additional terms and conditions of the end user license agreement between you and the Provider.

Violation of License Terms. If you violate any of the Terms, your rights under this license will immediately terminate, and Google may terminate your access to Google Play, the Content or your Google Account without refund to you.

Restrictions: You may not:

- display (in part or in whole) the Content as part of any public performance or display even if no fee is charged except (a) where such use would not constitute a copyright infringement or violate any other applicable right or (b) as specifically permitted and only in the exact manner provided.
- sell, rent, lease, redistribute, broadcast, transmit, communicate, modify, sublicense, transfer, assign any Content to any third party including with regard to any downloads of Content that you may obtain through Google Play except as specifically permitted and only in the exact manner provided.
- use Google Play or any Content in conjunction with any stream-ripping, stream capture or similar software to record or create a copy of any Content that is presented to you in streaming format.
- use Content as part of any service for sharing, lending or multi-person use, or for the purpose of any other institution, except as specifically permitted and only in the exact manner provided.
- attempt to, or assist, authorize or encourage others to circumvent, disable or defeat any of the security features or components that protect, obfuscate or otherwise restrict access to any Content or Google Play.
- remove any watermarks, labels or other legal or proprietary notices included in any Content, or attempt to modify any Content obtained through Google Play, including any modification for the purpose of disguising or changing any indications of the ownership or source of Content.

Third-Party Provisions. Notwithstanding anything to the contrary in these Terms, the third parties who license their Content to Google are intended third party beneficiaries under these Terms solely with respect to the specific provisions of these Terms that directly concern their Content ("Third-Party Provisions"), and solely for the purpose of enabling such third parties to enforce their rights in such Content. For the avoidance of doubt, nothing in these Terms confers a third-party beneficiary right upon any party, with respect to any provision that falls outside the Third Party Provisions, which includes but is not limited to any provisions or agreements incorporated by reference, or that may be referenced without incorporation, in these Terms.

Play Policies. Posting reviews on Google Play is subject to the following [policies](#). If you want to report abuse or other content violations, click [here](#).

Defective Content. Once Content is available to you through your account, you should check the Content as soon as reasonably possible to ensure that it functions and performs as stated, and notify us or Provider as soon as reasonably possible if you find any errors or defect. See the [Google Play Refund Policy](#) for more information.

Removal or Unavailability of Content. Subject to the Terms, Content that you purchase or install will be available to you through Google Play for the period selected by you, in the case of a purchase for a rental period, and in other cases as long as Google has the right to make such Content available to you. In certain cases (for example if Google loses the relevant

rights, a service or Content is discontinued, there are critical security issues, or there are breaches of applicable terms or the law), Google may remove from your Device or cease providing you with access to certain Content that you have purchased. For Content sold by Google LLC, you may be given notice of any such removal or cessation, when possible. If you are not able to download a copy of the Content before such removal or cessation, Google may offer you either (a) a replacement of the Content if possible or (b) a full or partial refund of the price of the Content. If Google issues you a refund, the refund shall be your sole remedy.

Multiple Accounts. If you have multiple Google Accounts with different user names, in some cases you may transfer Content out of an account and into another account, provided you are the owner of each such account and provided Google has enabled a feature of the relevant service allowing such transfers.

Limits on access on Devices. Google may from time to time place limits on the number of Devices or software applications you may use to access Content. Please visit our [Google Play Music help center](#) page or the [Google Play Movies & TV/Google TV Usage Rules](#) for more information about these limits for Google Play Music or Google Play Movies & TV/Google TV.

Dangerous Activities. None of the Services or Content are 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 such activities in which case the failure of the Services or Content could lead to death, personal injury, or severe physical or environmental damage.

Google Play Movies & TV/Google TV. For additional details and restrictions regarding your access and use of Google Play Movies & TV/Google TV, see the [Google Play Movies & TV/Google TV Usage Rules](#).

Google Play Music

Google Play allows you to browse, preview, stream, purchase, download, recommend and use a variety of digital music and music-related content such as music files, music video files, previews, clips, artist information, user reviews, professional third-party music reviews and other digital content ("**Music Products**").

Stored Content. You can use Google Play to store digital content (such as music files, related metadata and album art) in Music Storage through the Music Software, as each is defined below ("**Stored Content**"). For the avoidance of doubt, "Music Products" do not include Stored Content. Stored Content may include both files that you upload directly to Music Storage or files that Google "scans and matches" to files stored locally on your Device.

Music Locker Services. Google Play may provide you with access to (a) server space that you can use to store music and associated data files, including Music Products and Stored Content ("**Music Storage**") or (b) software applications (including web, desktop and mobile applications) and related services that allow you to upload, manage, access and play music through Music Storage ("**Music Software**"). Music Storage and Music Software are collectively referred to in these Terms as the "**Music Locker Service**".

Use of Music Locker Services. By storing Music Products and Stored Content in Music Storage, you are storing a unique copy of such Content and requesting Google to retain it on your behalf and to make it accessible to you through your account on Google Play. By using the Music Locker Services, you are requesting that Google make all of the necessary functions and features of the Music Locker Services available to you in order to facilitate your use of Music Products and Stored Content. You understand that Google, in performing the required technical steps at your direction to provide you with the Music Locker Services, may (a) transmit Music Products and Stored Content over various networks and in various media and (b) make such changes to Music Products and Stored Content as necessary to conform and adapt it to the technical requirements of connecting networks, devices, services or media. You confirm and warrant to Google that you have the necessary rights to store in Music Storage any Stored Content that you direct Google to upload or store in Music Storage, and to instruct Google to perform the actions described in this section.

Other Google Subscription Services. Your use of Google Play and any Google Play music subscription product is governed solely by these Terms, and not the terms of any other Google product, including any other Google product through which you receive access to a Google Play music subscription.

Google Play Newsstand.

If you purchase a periodical subscription of any length on Google Play, Google may share your name, email address, mailing address and a unique identifier with the periodical's publisher. As a subscriber to the periodical, Google may also share your reading history within the periodical with the publisher of that periodical. Google has agreed with the periodical publisher that the periodical publisher will use this information in accordance with the publisher's privacy policy. You will be provided the opportunity to opt out of any communications from the publisher that do not relate to the subscription you are purchasing, and to opt out of marketing communications from third parties, at the time you purchase your subscription. If you purchase a single issue of a magazine on Google Play, Google may provide your postal code to the magazine's publisher. We also provide periodical publishers with sales information on periodical purchases.

Verifying Print Subscriptions. If you are accessing a subscription on Google Play Newsstand through an existing print subscription from that periodical's publisher, we may ask a third party service provider to verify your print subscription with the periodical

publisher, and we may ask you for certain information relating to your print subscription in order to do so. Google will use this information in accordance with the Google's Privacy Policy.