



AirConsole

# Developer Content Policy

Your innovation is what drives our shared success, but with it comes responsibility. These Developer Content Policies, along with the Developer Distribution Agreement, ensure that together we deliver the world's most innovative online game console. For simplicity we use the term apps also for games in this document.

## Restricted Content

People from all over the world use AirConsole to play games and use apps every day. Before submitting an app, ask yourself if your app is appropriate for the Store and compliant with local laws.

## Sexually Explicit Content

We don't allow apps that contain or promote sexually explicit content, such as pornography. In general, we don't allow content intended to be sexually gratifying.

## Child Endangerment

N-Dream has a zero-tolerance policy against child sexual abuse imagery. If we become aware of content with child sexual abuse imagery, we will report it to the appropriate authorities and delete the N-Dream Accounts of those involved with the distribution.

## Violence

We don't allow apps that depict or facilitate gratuitous violence or other dangerous activities.

## Bullying and Harassment

We don't allow apps that contain or facilitate threats, harassment, or bullying.

## **Hate Speech**

We don't allow apps that advocate against groups of people based on their race or ethnic origin, religion, disability, gender, age, nationality, veteran status, sexual orientation, or gender identity.

## **Sensitive events**

We don't allow apps that lack reasonable sensitivity towards or capitalize on a natural disaster, atrocity, conflict, death, or other tragic event.

## **Gambling**

We don't allow content or services that facilitate online gambling, including but not limited to, online casinos, sports betting, lotteries, or games of skill that offer prizes of cash or other value.

## **Illegal Activities**

We don't allow apps that facilitate or promote illegal activities.

## **Intellectual Property, Deception, and Spam**

When developers copy someone else's work or deceive users, it hurts users and the developer community. Don't rely on deceptive, spammy tactics or unfairly use other people's work.

## **Impersonation and Intellectual Property**

We don't allow apps or developer accounts that impersonate other entities, brands, or otherwise infringe on intellectual property rights of others (including trademark, copyright, patent, trade secret, and other proprietary rights). We also don't allow apps that encourage or induce infringement of intellectual property rights.

We will respond to clear notices of alleged copyright infringement.

If you are a trademark owner and you believe there is an app on AirConsole that infringes on your trademark rights, we encourage you to reach out to the developer directly to resolve your concern. If you are unable to reach a resolution with the developer, please contact us.

If you have written documentation proving that you have permission to use a third party's intellectual property in your app or store listing (such as brand names, logos and graphic assets) contact us in advance of your submission to ensure that your app is not rejected for an Impersonation or Intellectual Property violation.

## **Impersonation**

We don't allow apps that use another app or entity's brand, title, logo, or name in a manner that may result in misleading users. Don't try to imply an endorsement or relationship with another entity where none exists. Impersonation can occur even if there isn't an intent to deceive, so please be careful when referencing any brands that do not belong to you. This applies even if that brand doesn't yet have a presence on AirConsole.

## **Unauthorized Use of Copyrighted Content**

We don't allow apps that infringe copyright. Modifying copyrighted content may still lead to a violation. Developers may be required to provide evidence of their rights to use copyrighted content.

Please be careful when using copyrighted content to demonstrate the functionality of your app. In general, the safest approach is to create something that's original.

## **Encouraging Infringement of Copyright**

We don't allow apps that induce or encourage copyright infringement. Before you publish your app, look for ways your app may be encouraging copyright infringement and get legal advice if necessary.

## **Trademark Infringement**

We don't allow apps that infringe on others' trademarks. A trademark is a word, symbol, or combination that identifies the source of a good or service. Once acquired, a trademark gives the owner exclusive rights to the trademark usage with respect to certain goods or services.

Trademark infringement is improper or unauthorized use of an identical or similar trademark in a way that is likely to cause confusion as to the source of that product. If your app uses another party's trademarks in a way that is likely to cause confusion, your app may be suspended.

## **Deceptive Behavior**

We don't allow apps that attempt to deceive users. Apps must provide accurate disclosure of their functionality and should perform as reasonably expected by the user. Apps must not attempt to mimic functionality or warnings from the operating system or other apps. Any changes to device settings must be made with the user's knowledge and consent and be easily reversible by the user.

## Misleading Claims

We don't allow apps that contain false or misleading information or claims, including in the description, title, icon, and screenshots.

## Spam

We don't allow apps that spam users or AirConsole, such as apps that send users unsolicited messages or apps that are duplicative and low-quality.

## Privacy and Security

We're committed to protecting user privacy and providing a safe and secure environment for our users. Malicious apps that abuse or misuse any network, device, or personal data are strictly prohibited.

## User Data

You must be transparent in how you handle user data (e.g., information provided by a user, collected about a user, and collected about a user's use of the app or device), including by disclosing the collection, use, and sharing of the data, and you must limit use of the data to the description in the disclosure. If your app handles personal or sensitive user data, there are additional requirements described below. This policy establishes N-Dream's minimum privacy requirements; you or your app may need to comply with additional restrictions or procedures if required by an applicable law.

## Personal and Sensitive Information

If your app handles personal or sensitive user data (including personally identifiable information, financial and payment information, authentication information, phonebook or contact data, and sensitive device data) then your app must:

- Post a privacy policy that, together with any in-app disclosures, comprehensively discloses the collection, use and sharing of any user data your app handles, how it's used, and the types of parties with whom it's shared, and
- Handle the user data securely, including transmitting it using modern cryptography (for example, over HTTPS).

If your app collects and transmits personal or sensitive user data unrelated to functionality described prominently in the app's listing on AirConsole or in the app interface, then prior to the collection and transmission, it must prominently highlight how the user data will be used and have the user provide affirmative consent for such use.

## Device and Network Abuse

We don't allow apps that interfere with, disrupt, damage, or access in an unauthorized manner the user's device, other devices or computers, servers, networks, application programming interfaces (APIs), or services, including but not limited to other apps on the device, any N-Dream service, or an authorized carrier's network.

## Malicious Behavior

We don't allow apps that steal data, secretly monitor or harm users, or are otherwise malicious.

All apps on AirConsole that collect user data must fully disclose its functions.

## Monetization and Ads

### Payments

Apps that employ in-app purchases must comply with the following guidelines:

#### In-store purchases:

Developers charging for apps and content from AirConsole must use AirConsoles payment system.

#### In-app purchases:

- Developers offering products within a game played on AirConsole or providing access to game content must use AirConsole's In-App Billing as the method of payment.
- Developers offering products within another category of app used on AirConsole must use AirConsole's In-App Billing as the method of payment, except for the following cases:
  - Payment is solely for physical products
  - Payment is for digital content that may be consumed outside of the app itself (e.g. songs that can be played on other music players).
- In-app virtual currencies must only be used within the app where they were first purchased.
- Developers must not mislead users about the apps they are selling nor about any in-app services, goods, content, or functionality offered for purchase. If your product description on AirConsole refers to in-app features that may require a specific or additional charge, your description must clearly notify users that payment is required to access those features.

## Subscriptions and Cancellations

If a user cancels a subscription purchased from an app used on AirConsole, our policy is that the user will not receive a refund for the current billing period, but will continue to receive their subscription content for the remainder of the current billing period, regardless of the cancellation date. The user's cancellation goes into effect after the current billing period has passed.

You (as the content or access provider) may implement a more flexible refund policy with your users directly. It is your responsibility to notify your users of any changes to your refund policies and ensure that the policies comply with applicable law.

## Ads

Apps on AirConsole may only include ads provided through the AirConsole API.

## Store Listing and Promotion

The promotion and visibility of your app dramatically affects Store quality. Avoid spammy Store listings, low quality promotion, and efforts to artificially boost app visibility on AirConsole.

## App Promotion

We don't allow apps that directly or indirectly engage in or benefit from promotion practices that are deceptive or harmful to users or the developer ecosystem. This includes apps that engage in the following behavior:

- Using deceptive ads on websites, apps, or other properties, including notifications that are similar to system notifications and alerts.
- Promotion or installation tactics that redirect users to AirConsole, without informed user action.
- Unsolicited promotion via SMS services.

It is your responsibility to ensure that any ad networks or affiliates associated with your app comply with these policies and do not employ any prohibited promotion practices.

## Metadata

We don't allow apps with misleading, irrelevant, excessive, or inappropriate metadata, which include the app's description, title, icon, screenshots, and promotional images. We also don't allow user testimonials in the app's description.

## **Ratings, Reviews, and Usage**

Developers must not attempt to manipulate the placement of any apps in AirConsole. This includes inflating product ratings or reviews by illegitimate means, such as fraudulent playing of the game and incentivized, paid, or fake reviews and ratings.

## **Enforcement**

Avoiding a policy violation is always better than managing one, but when violations do occur, we're committed to ensuring developers understand how they can bring their app into compliance. Please let us know if you see any violations or have any questions about managing a violation.

## **Policy Coverage**

Our policies apply to any content your app displays or links to, including any user-generated content it hosts or links to. Further, they apply to any content from your developer account which is publicly displayed on AirConsole, including your developer name and the landing page of your listed developer website.

## **Enforcement Process**

If your app violates any of our policies, it will be removed from AirConsole, and you will receive an email notification with the specific reason for removal. Repeated or serious violations (such as malware, fraud, and apps that may cause user or device harm) of these policies will result in termination of individual or related accounts.

Please note that removal or administrative notices may not indicate each and every policy violation present in your app or broader app catalog. Developers are responsible for addressing any flagged policy issue and conducting extra due diligence to ensure that the remainder of their app is fully policy compliant. Failure to address violations may result in additional enforcement actions, including permanent removal of your app or account termination.