

# App Approval Policy

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Last Review Date: 2023-07-01

## Revisions

Version	Date	Author	Notes
1.0	January 2018	Marco Tibaldeschi	Document created
1.1	March 2021	Marco Tibaldeschi	Added revision table
2.0	July 2023	Marco Tibaldeschi	Changed eDock name to MarketRock

## Document Scope

Scope of this policy is to facilitate the creation for developers of a successful App ecosystem and for our users, of a safe, efficient and attractive market place. Dear developers, your Apps will be reviewed according to this policy's principles because we want to make sure that they are not offensive for people, they are reliable and they apply all the required safety measures.

## App submission

MarketRock team reviews every submission of an App including updates and first-time submissions. Developers have to sign up for an account through MarketRock website and write to [developer@edock.it](mailto:developer@edock.it) in order to have their account changed as a "Developer" one. MarketRock team expects the Developers to respect this policy when developing Apps for the MarketRock platform. From a technical standpoint, Developers must align to a detailed set of information such as but not limited to MarketRock API documentation. The submission form requires the developer to provide a short application summary, detailed description, change log information and App screenshots. This information will be processed by MarketRock team and it will be displayed in the App marketplace ("Store") once the App has been approved. If the App passes all the necessary checks, it is listed on the MarketRock Marketplace.

MarketRock team can reject the application at any point of the process and for any reason. The MarketRock team can remove the published application at any time without providing additional information.

## Performance App

### Foreground

The purpose of this policy section is to set the expected level of technical performances for the Apps in the MarketRock marketplace. Here we provide guiding lines for the development of any App or App component with respect to software and hardware compatibility, usability and interoperability, beta testing and meta data usage. Those lines are meant to provide an excellent experience for users and a great opportunity for all developers to be successful. Please be aware the whole Performance Policy is embedded in the App certification process and in case the App, or any App component, should be found not respecting any of the requirements in the Performance Policy, the App will be removed from the store and expelled from the Program.

### App Completeness

Any Submission to App Certification MUST be with App in their complete version, with all necessary metadata and fully functional URLs (where applicable); placeholder text, lorem

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lipsum, empty pages, stub components, not working sections, and other temporary contents MUST be removed before submission. Before submitting the App, the Developer is required to test it for bugs and stability. Incomplete Apps will be rejected and in case of obvious technical problems, this could also lead to the exclusion of the Developer from the Program. Apps MUST provide a stable and responsive user experience. Apps that crash, force close, freeze, or otherwise function abnormally are subject to removal from the Marketplace.

## Demo Version

Demos, alphas, betas and trial versions of the App cannot be distributed to the MarketRock marketplace. Distribution of beta versions MUST be agreed with MarketRock and SHALL use different distribution channels. Please be anyway aware that any distributed beta should comply with the App Policy; betas cannot be distributed to testers in exchange for compensation of any kind. Significant updates to the betas build may, at sole MarketRock discretion, be submitted to the App Certification before being distributed to testers.

## Description and documentation

App description, screenshots and previews MUST accurately reflect the App look and feel in its most updated version. No hidden or undocumented features are allowed in the App; it is also prohibited to promote the App Store as including content or services not actually offered. Repeated behavior in this field is grounds for removal from the marketplace. In case the App includes In-App purchases, the description MUST clearly indicate whether any feature requires additional purchases. Previews are considered the best for showing how the App looks like and what it does. Apps MUST have a unique name and, shall be assigned with keywords that accurately describe it. It is prohibited to use, without having the right to do it, trademarked terms, popular App names, or other irrelevant phrases. App names must be limited to 30 characters and should not include prices, terms, or descriptions that are not the name of the App. MarketRock may modify inappropriate names at any time. The developer is responsible for securing the rights to use all materials in the App name and App itself.

## Software requirements

Apps should use MarketRock APIs and frameworks for their intended purposes and indicate that integration in their App description. Apps should be self-contained in their bundles, and may not read or write data outside the designated area, Apps must not transmit viruses, files, computer code, or programs that may harm or disrupt the normal operation of the operating system and/or hardware features. Repeated behavior in this field is grounds for removal from the marketplace.

## Privacy, Security and Deception

Developers MUST grant that they will protect user privacy and process users' data by complying with the EU Data Protection Regulation. Apps MUST contain a data protection policy and a request of users' specific and express consent. Duties such as data location, processing purpose and methods, sub processors appointment and data communication or publication rules, confidentiality obligations, respect of users' rights, MUST be fully complied with by developers who act as Data Controller and are the only responsible subject towards users. Apps MUST allow users to exercise anytime their rights and ask for deletion or modification of data or change in their decisions about consent. If the App uses location services, developers have to notify and obtain specific consent for that by users before collecting or using location data.

## Addendum for Amazon Data

If Developers access Amazon orders' data by using MarketRock API, whether containing PII (Personally Identifiable Informations) or not, they must adhere to the following rules:

- Must adhere to MarketRock's Data Handling Policy for Amazon Data
- Must adhere to Amazon Acceptable Use Policy
- Must adhere to Amazon Data Protection Policy

In particular, any use of those data MUST BE only for the purpose of the business application and in respect of the previous policies.

Please, read carefully those policies and ensure that you list our email:

["integrators@edock.it"](mailto:integrators@edock.it) in your Incident plan, in case you discover any data misuse, data violation or security incident in your application.

Any other usage may lead to App delisting from the MarketRock Appstore without any prior notification to the Developer.

## Competition and Monetization

### Foreground

The purpose of this policy section is to set the baseline criteria for acceptable App business models and monetization in the MarketRock marketplace. Fundamental rule in this area is that Apps SHALL NOT compete nor interfere with MarketRock, or MarketRock partners' businesses. In particular, no competition against MarketRock or MarketRock Apps will be carefully evaluated before admission. Apps MUST serve a valid business purpose, with a clear benefit to Merchants. MarketRock will reject Apps that do not bring value for the money or that are irrationally expensive. MarketRock will conduct a rigorous but streamlined process for the business model vetting. The App business model and monetization MUST be explained when submitting the App for the review. Unclear business models or

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monetization will delay the review and may trigger a rejection. Please be aware the Competition and Monetization Policy is fundamental to the App certification process. Business models that, at sole MarketRock's discretion, are not compatible with the Marketplace will be rejected.

## Acceptable Business Models

MarketRock marketplace native business model is revenue share. Apps are made available on the Marketplace to Merchants for subscription (i.e. purchase) that requires payment of a one-off or recurring subscription fee. The subscription Revenues are split by default 50/50 between the Developer and MarketRock. In case of unsolved amounts by the merchant, the risk related to the encashment belongs to MarketRock and the developer in proportion to their revenue share agreed percentages. Apps may be offered for free. In which case no revenue shared is due but an installation cost for the Developer may apply. Fees for App upgrades (downgrades) or premium prices are also allowed but should be discussed with MarketRock case by case and MUST follow In-App purchase process. Apps may be, at MarketRock discretion, aggregated in bundles including other Apps or services for a bundle price. Bundle price and related revenue shares SHALL be agreed with MarketRock. Business models different than revenue shares are acceptable but SHOULD be properly documented when submitting the App for the review. In particular, it is allowed to display other Apps for purchase or promotion within the App, provided the App is not merely a catalogue of Apps. In-App purchase is allowed to disable access to purchased content (e.g. music, books) after the purchased period has expired. In-App purchase is allowed but it is regulated by the specific section. Apps may enable Merchants to give gifts to other users without using In-App purchase, provided that (a) the gift is a completely optional choice by the giver, and (b) 100% of the funds go to the receiver of the gift. Gifting mechanism MUST be in any case discussed with MarketRock.

## Unacceptable Business Models

Some business models behavior are not allowed in the MarketRock marketplace. In particular, Apps MUST NOT contain any Ads or Ad banners. Apps MUST NOT monetize built-in capabilities provided by the terminal or operating system (e.g. the access to the second display). Apps MUST NOT do fundraising and MUST NOT create or manage virtual currencies. Apps MUST allow a Merchant to get what they've paid for without forcing any Merchant behavior (e.g. performing additional tasks, checking in to the App a certain number of times, review the App, download other Apps etc.). Apps MUST NOT arbitrarily restrict who may use the App, such as by location or network access. Apps MUST NOT process or store users' data that is not needed to process their business use. Apps MUST NOT sell, transfer, copy users' data, in any case and without any exclusion.

## Payment and Settlement

App subscription MUST be paid with MarketRock billing. MarketRock produces invoice on behalf of the developer for the Merchant and collects the payments. MarketRock will do developer payouts through the MarketRock billing system within 30 days from the settlement of merchants' due payments. Apps must not collect credit card nor embed credit card form to pursue payments. Apps prices in the Marketplace are displayed including taxes as they are defined by the Developer at their sole discretion. Developer is responsible for determining if the App is taxable, the applicable rate of Tax to be collected, and for remitting the Taxes to the appropriate taxing authority. Subscription fee billing is offered by MarketRock and supports recurring fees with variable cycles (e.g. monthly invoicing). Free trial is also supported and recommended in many cases. Users are allowed unlimited reinstalls on the same terminal of each App as long as they are distributed to the marketplace. If a Merchant cancels a subscription to an App, MarketRock Policy is that the Merchant will not receive a refund for the current billing period, but will continue to receive their subscription content for the remaining of the current billing cycle. MarketRock gives Merchant refunds in accordance with the MarketRock refund policies. Please be informed that in the event a Merchant requests a refund, MarketRock reserves the right to issue said refund without waiting until the Developer addresses any outstanding issues. Merchant refunds are inclusive of VAT charged to the Merchants for Product purchase [and may be exclusive of taxes previously charged to Merchants for Product purchases]. Settlement of subscription fees collected by MarketRock are due to the Developer on a three-monthly basis. Settlement between Developer and MarketRock for business models other than subscription fee revenues share will be discussed case by case.

## In-App Purchase

Apps offering products, upgrades, premium services or contents MUST use MarketRock Billing as method of payment except for the following cases:

- Payment is for physical products
- Payment is for digital content that may be consumed outside of the App or the terminal

Apps MUST NOT mislead users about any In-App services, goods, content, or functionality offered for purchase. Features that require a specific charge, MUST be clearly presented to the users. Apps SHOULD NOT directly or indirectly enable gifting of In App purchase content, features, or consumable items to others.

## Store Listing and Promotion

MarketRock Marketplace is designed to provide the best experience for Merchants, making it easy for them to learn about and try Apps and bundles. Merchant App bundling, matching and discovery are central processes that are delivered by Marketplace. Matching process is optimized and based on App quality, reviews, relevance and usefulness for the Merchant

type. Apps that are not matched are still made available in a well-organized, navigable directory.

Ratings and reviews are benchmarks for App listing. Marketplace trust depends on them to be authentic and relevant. Developer SHOULD not under any circumstance ask for a higher rating. Developers MUST NOT attempt to manipulate the rating and listing of an App in the Marketplace. Apps and Developers MUST NOT inflate App ratings and reviews, or pursue fraudulent or incentivized installs, reviews and ratings. App MUST NOT ask users to rate or review the App while offering incentives. Apps MUST NOT repeatedly submit ratings to influence the listing or encourage users to submit reviews containing inappropriate content. Any attempt to cheat in the rating and review process will lead to the exclusion of the Developer from the Program.

App recommendation or promotion are encouraged, so long as they conform to Marketplace principles. Apps MUST NOT directly or indirectly follow promotion practices that are deceptive or harmful for the merchants or MarketRock ecosystem. Apps MUST NOT make use of promotion notifications that are similar to system notifications and alerts and MUST NOT adopt installation tactics that redirect users to download other Apps without having informed the user.

## Spam and Minimum Functionality

Spamming, phishing or sending unsolicited messages to the Merchants and the users is prohibited. Apps MUST NOT spam the Merchants, the user or the Marketplace or its systems. Apps MUST NOT send volumes of unsolicited messages to the Merchants or users.

Apps MUST NOT send SMS, email, or other messages on behalf of the user unless this is explicitly required by the user and the user can control the contents and the receivers. Apps MUST NOT drive referral traffic to a website to receive credit for user sign-ups or purchases on that website.

Apps MUST include features, content, and UI that elevate them beyond a repackaged website, they MUST NOT be just a marketing page leading to some online solution. Web clippings, content aggregators, or a collection of links cannot be considered an App.

Apps that fall short of providing the promised value to Merchants are subject to temporary suspension or even removal from the app ecosystem at the sole discretion of MarketRock.

## Developer Information and support contact

Developer information MUST be clearly presented in the App. A URL pointing to the Developer site MUST be included in the App. Users needing support or having questions about the App MUST have easy access to contact channels. Phone and direct (i.e. chat) support are to be preferred against email and indirect support. Contact channels details MUST be clearly presented in the App.

Developers MUST provide an adequate level of support for Merchants using their Apps. Support SHOULD be offered promptly, adequately, in Italian or in English and at least during normal working hours. It is under developer responsibility to maintain accurate and

up-to-date contact information. Inaccurate contact information or inadequate support services, from an SLA perspective, can set grounds for removal of the App from the marketplace and suspension/exclusion of the Developer. Good practice in providing supports is to include in the App some references to helpful resources such as FAQ pages.

## Restricted Content

Apps **MUST** not contain content:

- Offensive or upsetting, defamatory, offensive or discriminatory for race, sex, gender, ethnic origin, intimidating or humiliating individuals or group of individual
- Using images or tortures, abuses, or which encourage violence, encouraging use or purchase of dangerous objects
- Sexual, vulgar or pornographic
- Misusing religious texts false, inaccurate, Illegal
- Unauthorized Gambling and Lottery services

## Intellectual Property

The intellectual property of the App belongs to its developer and MarketRock commits **NOT** to use or share any confidential information to third parties. Developers **MUST** be sure that their App does not include content they have no license to use. In case we are noticed that the content included in the App infringes third parties intellectual property, we will remove the App from the MarketRock market place. Developers **CANNOT** use third parties' trademarks, logos, patented ideas without the legitimate consent of their owners; developers **CANNOT** use false or misleading data and **MUST** grant that they have all rights upon the App and the content it includes, even because they have been permitted to use those rights by third parties. Developers **MUST** grant that their App does not allow the unauthorized download or sharing of content.

## Disputes

The present App Approval Policy shall be governed by and construed in accordance with Italian law. In case of disputes arising under this Agreement, including those relating to its interpretation, validity or effect, will be referred exclusively to the Court of Alessandria. Each Party understands and acknowledges that the violation or failure to comply with confidentiality obligations undertaken in this Agreement may result in serious and irreparable damage to the other Party and therefore acknowledge and agree that, without prejudice to further remedies provided by law, the other Party may also act as a precautionary measure to protect their rights arising out of this Agreement. In the event this Agreement is translated into any language other than the English language, the meanings contained in the English language version shall control and be used in any interpretation of dispute related to this Agreement.

In case of any conflict between the present App Approval Policy and any other previous agreement with the same object, the rules provided for in this App Approval Policy overrides.

## Annex

The two parties agree that:

- The App developed by \_\_\_\_\_ will be free of charge to the merchant until the activation of marketplace billing capability, afterwards the agreed price plan holds
- Merchants subscribing Apps when billing capability will be activated, will use the App developed by \_\_\_\_\_ with one month of free trial, afterwards the agreed price plan holds · Merchants will be able to install and use \_\_\_\_\_ by paying €\_\_\_\_\_ per month
- Merchants are able to upgrade (downgrade) their App subscription through in-App purchases, according to the following price plans:
  - \_\_\_\_\_ - € \_\_\_\_\_
  - \_\_\_\_\_ - € \_\_\_\_\_
  - \_\_\_\_\_ - € \_\_\_\_\_
- App-related revenues will be shared as follows:
  - \_\_\_\_\_% to MarketRock
  - \_\_\_\_\_% to the Developer
- The App developed by \_\_\_\_\_ is accepting online payments:
  - ☐ YES
  - ☐ NO

IN WITNESS WHEREOF, the parties have caused this App Approval Policy to be executed by their authorized representative:

DBN Communication SRL

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____