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11 *Attorneys for Plaintiff* AKRURA PTE. LTD

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 AKRURA PTE. LTD, a Singapore
15 company,

16 Plaintiff,

17 v.

18 APERO TECHNOLOGIES GROUP, a
19 Vietnam company, BEGAMOB
20 GLOBAL, and TRUSTED TOOLS &
21 UTILITIES APPS,

22 Defendants.
23
24
25

Case No.: 2:23-cv-000102-JLS-KS

**SUPPLEMENTAL BRIEF IN
SUPPORT OF PLAINTIFF’S RULE
55(b) MOTION FOR DEFAULT
JUDGMENT**

Dist. Judge: Hon. Josephine L. Staton

Mag. Judge: Hon. Karen L. Stevenson

26 Plaintiff Akrura PTE. LTD (“Plaintiff”) respectfully submits this
27 supplemental brief on the issue of personal jurisdiction pursuant to the Court’s
28 order (Dkt. 48).

MEMORANDUM OF POINTS AND AUTHORITY

I. INTRODUCTION

The Court has personal jurisdiction over Defendants under Rule 4(k)(2). Defendants Begamob and Tools signed a Google Play Developer Distribution Agreement, and consented to the exclusive jurisdiction of the courts in California to resolve any legal matter concerning their “relationship with Google[.]” That relationship is in doubt because of Defendants’ infringing actions on Google Play.

Defendants stole Plaintiff’s copyrighted mobile application, available on Google Play, and started offering counterfeit applications that targeted the same U.S. customers on Google Play and Facebook, with the apparent intent to profit from the U.S. Google Play market. Plaintiff’s U.S. revenue materially decreased as a result of Defendants’ infringing acts.

Defendants’ relationship with Google is now at issue due to Defendants’ illegal acts on Google Play. Although Google temporarily removed Defendants’ infringing content due to this action, Google will inevitably reinstate Defendants’ counterfeits if the Court denies Plaintiff’s motion for default judgment. Plaintiff has been unable to verify Defendants’ physical addresses and determine whether Defendants can be sued in their unknown countries of origin. It thus has no other alternative for resolving this dispute. The United States, where Plaintiff registered its copyright for the app at issue and Google Play is operated, is Plaintiff’s only viable forum.

II. THIS COURT HAS PERSONAL JURISDICTION OVER DEFENDANTS.

Fed. R. Civ. Proc. 4(k)(2) states: “(1) the claim against a defendant must arise under federal law; (2) the defendant must not be subject to personal jurisdiction of any state court of general jurisdiction; and (3) the federal court’s exercise of personal jurisdiction must comport with due process.” *Reflex Media, Inc. v. Luxy Ltd.*, No. 2:20-CV-00423-RGK-KS, 2021 WL 945248, at *2 (C.D. Cal. Feb. 5, 2021) (quoting *Holland Am. Line Inc. v. Wartsila N. Am., Inc.*, 485 F.3d 450, 461 (9th Cir. 2007)). The alleged facts must be taken as true and any conflicts must be resolved in

1 Plaintiff's favor. *See Rio Properties, Inc. v. Rio Intern. Interlink*, 284 F.3d 1007,
2 1019 (9th Cir. 2002). All three elements are satisfied here.

3 The first element is satisfied because Plaintiff's copyright infringement claim
4 arises under federal law. *See* Compl. ¶ 37-51. The second element is satisfied
5 because Defendants are foreign entities that have not appeared in this case or disputed
6 personal jurisdiction. *See Holland*, 485 F.3d at 462 ("[A]bsent any statement from
7 [defendant] that it is subject to the courts of general jurisdiction in another state, the
8 second requirement of Rule 4(k)(2) is met.").

9 The third element is satisfied because this Court's exercise of personal
10 jurisdiction comports with due process. To meet the third element, Plaintiff must
11 show that: (1) Defendants purposefully directed their activities at the United States;
12 (2) the claim at issue arose out of Defendants' U.S.-related activities; and (3) the
13 exercise of personal jurisdiction would be reasonable. *See Reflex*, 2021 WL 945248,
14 at *2 (quoting *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 802 (9th Cir.
15 2004)). Defendants bear the burden on the third prong and must show that the
16 exercise of jurisdiction would be unreasonable. *See id.*

17 **A. Defendants Purposefully Directed Their Activities At The U.S.**

18 To show purposeful direction, a defendant must have: "(1) committed an
19 intentional act, (2) expressly aimed at the forum state, (3) causing harm that the
20 defendant knows is likely to be suffered in the forum state." *Reflex*, 2021 WL
21 945248, at *2 (quoting *Schwarzenegger*, 374 F.3d at 803). Here, Defendants'
22 copying Plaintiff's app was intentional, as a side-by-side product comparison shows
23 that Defendants literally copied Plaintiff's content. Compl. ¶¶ 19, 33-35, 49.

24 The second element is satisfied because Defendants targeted the U.S. market
25 and profited from it. A website operator targets a forum when it appeals to and
26 profits from the audience there. *See Mavrix*, 647 F.3d at 1231. Here, Defendants
27 targeted and profited from the U.S. and California market because they: (1) knew that
28 Plaintiff offered its app on Google Play (Compl. ¶ 19); (2) knew or had a reason to

1 know that the U.S. company Google Play offered apps to U.S. customers and Plaintiff
 2 was generating U.S. traffic and advertising revenue (*id.* ¶ 16); (3) knew or had a
 3 reason to know that the U.S. has the highest Google Play traffic and downloads,
 4 indicating the highest profit potential. Ivan Decl. Ex. 1, p.18.

Country		All Devices	Desktop	Mobile
United States	19.96%	35.498	22.47%	77.53%
India	7.62%	13.568	44.81%	55.19%
Indonesia	0.92%	12.028	23.99%	95.60%
Japan	0.62%	9.648	13.78%	87.94%

8 (4) knew or had a reason to know that California has the largest population in the
 9 U.S., indicating the highest profit potential; (5) intentionally copied Plaintiff’s app
 10 given the stolen identical language (*id.* ¶¶ 34-35, 49); (6) offered infringing apps on
 11 the same platform and targeted the same U.S. customers as Plaintiff (Mingyang Decl.
 12 ¶ 8); (7) caused a decrease in Plaintiff’s active users from approximately 60,000 to
 13 30,000 and a decrease in daily downloads from approximately 30,000 to 3,000 (Ivan
 14 Decl. Ex. 2); (8) caused a material decrease in Plaintiff’s U.S. revenue (Mingyang
 15 Decl. ¶ 10); (9) posted on Facebook advertisements and marketing videos regarding
 16 the Begamob app, including one featuring what appears to be a U.S. customer in his
 17 home (Ivan Decl. Ex. 3, at 3; Mingyang Decl. ¶ 9); and (10) were required to sign a
 18 Google Play Developer Distribution Agreement and thus consented “to the exclusive
 19 jurisdiction of the federal or state courts located within the county of Santa Clara,
 20 California to resolve any legal matter arising from or relating to [Defendants’]
 21 relationship with Google.” (Ivan Decl. Ex. 4.) Google has the same agreement with
 22 Plaintiff. (Mingyang Decl. ¶ 6). Even though Google is not a party here, Google is
 23 still operating Google Play and its agreements with Plaintiff and Defendants to
 24 litigate in California shows that Defendant should expect to be haled into court in
 25 California when it takes actions that violates its agreement and U.S. law.

26 All of the aforementioned facts in combination are sufficient to show targeting
 27 of the U.S. market. *See Shuffle Master, Inc. v. Avalinx, Inc.*, 2012 WL 12888850, at
 28 *4 (C.D. Cal. Nov. 13, 2012) (“The operation of a passive website in combination

1 with “something more...is sufficient. [] Avalinx’s website, its distribution of the App
 2 via that website, its entry into the Registered Development Agreement with Apple
 3 Inc. and its consent to be subject to California’s laws in connection with any litigation
 4 or dispute regarding its agreement with Apple, all support a finding that its conduct
 5 was aimed at California); *Blizzard Ent., Inc. v. Joyfun Inc Co., Ltd.*, 2020 WL
 6 1972284, at *6 (C.D. Cal. Feb. 7, 2020) (purposeful U.S. targeting by offering a game
 7 on Google Play and advertising it on Facebook); *Goes Int’l, AB v. Dodur Ltd.*, 2015
 8 WL 5043296, at *9 (N.D. Cal. Aug. 26, 2015). (“[A]cts of distributing infringing
 9 games to U.S. consumers and generating revenue (and diverting customers from
 10 Goes’s games) are acts ‘expressly aimed’ at the U.S.”).

11 The third element is also satisfied because harm has been suffered in
 12 California. “[I]n appropriate circumstances a corporation can suffer economic harm
 13 both where the bad acts occurred and where the corporation has its principal place of
 14 business.” *Dole Food Co., Inc. v. Watts*, 303 F.3d 1104, 1113 (9th Cir. 2002).
 15 Further, jurisdictionally sufficient harm may be suffered in multiple forums. *Id.* Here,
 16 Defendants caused U.S. customers to download their infringing Apps in the U.S., thus
 17 diverting U.S. revenue from Plaintiff, interfering with Plaintiff’s ownership of its
 18 copyrighted app, and destroying its value in the U.S. *See Mavrix Photo, Inc. v. Brand*
 19 *Techs., Inc.*, 647 F.3d 1218, 1231-32 (9th Cir. 2011) (plaintiff harmed in California
 20 when defendant republished plaintiff’s photos on its website and California customers
 21 accessed them in California).

22 **B. Plaintiff’s Claim Arose Out of Defendants’ U.S. Activities**

23 This element is satisfied because Plaintiff would not have lost U.S. revenue but
 24 for Defendants’ offering the infringing apps to U.S. customers. *See Shuffle*, 2012 WL
 25 12888850, at *5 (citing *Rio Props*, 284 F.3d at 1021).

26 **C. The Court’s Exercise Of Personal Jurisdiction Is Reasonable**

27 Defendants have the burden to show that jurisdiction is not reasonable, but they
 28 have failed to appear. Nevertheless, jurisdiction here is reasonable because:

(1) Defendants purposefully targeted the U.S.; (2) the burden of defending in the U.S. is irrelevant as Defendants did not and will not appear; (3) Plaintiff was unable to determine any conflict with Defendants' states as Plaintiff was unable to confirm such states; (4) this forum has an interest in adjudicating the dispute given Plaintiff's U.S. copyright registration (Ivan Decl., Ex. 5) and Defendants' use of a California company to infringe; (5) because Plaintiff was unable to verify Defendants' physical addresses (Motion for Alternative Service, Dkt. 23) and find alternative fora, granting default judgment and preventing Defendants from reposting the infringing apps is the most efficient resolution; and (6) the U.S. is the only viable forum option given the circumstances. *See Goes Int'l*, 2015 WL 5043296, at *13; *Reflex*, 2021 WL 945248, at *5; *see also Simple Design Ltd. v. Workshopplace 2021*, No. 2:22-cv-02776-GW-KSx (S.D. Cal. Aug. 1, 2022) (ordering default judgment and thus finding personal jurisdiction, where defendant, a foreign entity with no verifiable physical address (like Defendants here), offered Google Play products and failed to appear in the case).

III. CONCLUSION

For all of the foregoing reasons, this Court has personal jurisdiction over Defendants and Plaintiff's Motion for Default Judgment should be granted.

Dated: March 5, 2024

RIMON, P.C.

By: /s/ Mark S. Lee

Mark S. Lee (SBN: 94103)

Zheng Liu (SBN: 229311)

Shelley Ivan (*pro hac vice*)

Attorneys for Plaintiff

AKRURA PTE. LTD.

CERTIFICATE OF SERVICE

I hereby certify that on March 5, 2024, a true and correct copy of the foregoing **PLAINTIFF'S RULE 55(b) RENEWED MOTION FOR DEFAULT JUDGMENT** and supporting papers were served upon Defendants, in accordance with the Court's April 7, 2023 Order Granting Plaintiff's Ex Parte Motion for Alternative Service (Dkt. 24) as follows:

(1) Defendant Begamob Global – by email to info@begamob.com and FedEx to (i) 11 Beach Rd., #03-01, Crasco Building, Singapore, and (ii) 34 Hoang Cau, Dong Da, Hanoi, Vietnam; and

(2) Defendant Trusted Tools & Utilities Apps – by email to liveroyalstudio.inc@gmail.com and electronic publication.

By: /s/ Shelley Ivan
Shelley Ivan

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19 *Attorneys for Plaintiff* AKRURA PTE. LTD

20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 AKRURA PTE. LTD, a Singapore
23 company,

24 Plaintiff,

25 vs.

26 APERO TECHNOLOGIES GROUP, a
27 Vietnam company, BEGAMOB
28 GLOBAL, and TRUSTED TOOLS &
UTILITIES APPS,

Defendants.

Case No.: 2:23-cv-000102

**DECLARATION OF SHELLEY
IVAN IN SUPPORT OF
PLAINTIFF'S RULE 55(b) MOTION
FOR DEFAULT JUDGMENT AND
SUPPLEMENTAL BRIEF**

Judge: Hon. Josephine L. Staton

Magistrate Judge: Hon Karen L.
Stevenson

**DECLARATION OF SHELLEY IVAN IN SUPPORT OF PLAINTIFF'S RULE 55(b)
MOTION FOR DEFAULT JUDGMENT AND SUPPLEMENTAL BRIEF**

1 1. I am an attorney licensed to practice law in the state of New York. I
2 am also admitted to practice *pro hac vice* before this Court. Dkt. 18.

3 2. I am a partner at the law firm of Rimon, P.C., where I practice
4 primarily intellectual property law and commercial litigation.

5 3. I represent Plaintiff Akrura PTE. LTD (“Plaintiff”) against Begamob
6 Global (“Begamob”) and Trusted Tools & Utilities Apps (“Tools”) in the above-
7 captioned case for copyright infringement, whereby Defendants improperly copied
8 Plaintiff’s blood pressure mobile application and offered infringing versions on
9 Google Play. Compl., Dkt. 1.

10 4. I submit this Declaration in support of Plaintiff’s Rule 55(b) motion
11 for default judgment against Defendants Begamob and Tools and supplemental
12 brief on the issue of personal jurisdiction.

13 5. Attached hereto as Exhibit 1 is a true and correct copy of Google
14 Play Store Statistics 2024 – By Ratings, Demographics, Brand Awareness, Device
15 Traffic, Revenue, Paid App Price Distribution, as of December 26, 2023, showing
16 that the United States has the highest Google Play traffic and downloads.

17 6. Attached hereto as Exhibit 2 is a true and correct copy of a set of
18 clean and marked statistical printouts from a third-party provider in the mobile app
19 industry (*see* <https://www.data.ai>) for the period from October 1, 2022 to June 30,
20 2023, showing that the number of Plaintiff’s active users and downloads on Google
21 Play decreased after Defendants started selling their infringing apps.

22 7. Attached hereto as Exhibit 3 is a true and correct copy of a screenshot
23 of Defendant Begamob’s Facebook page, advertising the infringing app
24 (<https://www.facebook.com/GlobalAPPDeveloper/videos/install-free-now/929852664866208/>).
25
26
27

CERTIFICATE OF SERVICE

I hereby certify that on March 5, 2024, a true and correct copy of the foregoing **DECLARATION OF SHELLEY IVAN IN SUPPORT OF PLAINTIFF'S RULE 55(b) MOTION FOR DEFAULT JUDGMENT AND SUPPLEMENTAL BRIEF** was served upon Defendants, in accordance with the Court's April 7, 2023 Order Granting Plaintiff's Ex Parte Motion for Alternative Service (Dkt. No. 24) as follows:

(1) Defendant Begamob Global – by email to info@begamob.com and FedEx to (i) 11 Beach Rd., #03-01, Crasco Building, Singapore, and (ii) 34 Hoang Cau, Dong Da, Hanoi, Vietnam; and

(2) Defendant Trusted Tools & Utilities Apps – by email to liveroyalstudio.inc@gmail.com and electronic publication.

By: /s/ Shelley Ivan
Shelley Ivan

EXHIBIT 1

Google Play Store Statistics 2024 – By Ratings, Demographics, Brand Awareness, Device Traffic, Revenue, Paid App Price Distribution



Barry Elad Updated · Dec 26, 2023



WHAT WE HAVE ON THIS PAGE [\[show\]](#)

Introduction

Google Play is an online store where millions of applications are available in various categories. All of the applications are providing the service digitally. Just like we go to physical stores and buy everything under one roof, **Google Play** offers its services under one roof. The two main stores i.e. App Store on iOS and Play Store on Android are the major players in the digital market, without which no app can be officially downloaded on smartphones. Today, from learning ABCD to building and decorating a house games are available on these apps. Let's see what Google Play Store **Statistics** are showing about its usage around the globe.

Editor's Choice

- In 2022, this platform generated an overall **110 billion app downloads** which is more than the iOS app store.
- In March 2023, around **2,136,954 applications** were without any rating. However, **only 126,953 apps had a 4.5 and above rating**.
- As of October 2023, Google Play Statistics showed that this platform had **96.95% of free apps whereas 94.95% were available on iOS**. However, **iOS had 5.05% and 3.05% paid apps**.
- In Q4 of 2022, **Google Play generated 27.5 billion global app downloads** whereas it was **only 8.1 billion on the app store**.
- According to the Google Play Store Statistics of October 2023, the highest number of apps are priced at less than \$1, resulting in **38,039**.
- As of November 2023, play.google.com generated a global **2.29 billion traffic**, which was **2.41 billion in October**. **This has shown a negative rate of visitors resulting in 4.79%**.
- Overall, various apps on the Google Play Store have received more than 32.7 billion ratings.
- In 2022, around **3,739 applications were added to the platform every day**.
- As of 2022, around **85% of Americans** were aware of the platform. However, **only 20% of them** were using it but there were **15% of users** regular with the platform. Furthermore, in **23% of the users** the brand was popular.
- Overall mobile traffic contributed by the **top countries is 95.01% (2 billion)** while only **4.99% belonged to desktops (1 million)**.

What is Google Play Store?

Google Play store is a digital store with various apps available to download on smartphones. These apps are either paid or free. This platform is only compatible with Android operating system-enabled devices. The initial release was made in 2008 by the developer, Google. Play Store can be accessed on Wear OS, ChromeOS, Web, Android TV, and Android. These apps are generally developed with Android Software development kit (SDK).

Following are some details about the total categories available on the Google Play Store.

Total Categories of Apps on Play Store

Category	Number of Apps	Apps with above 50K downloads	Paid apps	Average price
Education	263,682	19603 (7%)	13551 (5%)	\$ 6.47
Business	171,540	6242 (4%)	1679 (1%)	\$ 13.78
Music & Audio	161,682	11425 (7%)	2882 (2%)	\$ 5.46
Tools	153,516	21892 (14%)	7770 (5%)	\$ 7.74
Entertainment	142,491	20102 (14%)	3978 (3%)	\$ 6.12
Lifestyle	122,461	11026 (9%)	2528 (2%)	\$ 7.31

Books & References	120,305	11026 (9%)	8010 (7%)	\$ 5.97
Food & Drinks	113,451	3189 (3%)	660 (1%)	\$ 13.67
Shopping	107,987	7125 (7%)	283 (0%)	\$ 13.80
Personalization	104,150	13195 (13%)	16367 (16%)	\$ 1.90
Productivity	100,813	7429 (7%)	3794 (4%)	\$ 9.66
Health & Fitness	91350	6319 (7%)	2480 (3%)	\$ 6.81
Finance	83364	11836 (14%)	1544 (2%)	\$ 8.84
Travel & Local	70204	4847 (7%)	2490 (4%)	\$ 3.76
Casual	61568	9641 (16%)	1672 (3%)	\$ 8.32
Puzzle	60144	8039 (13%)	3020 (5%)	\$ 6.35
Arcade	59022	5462 (9%)	1991 (3%)	\$ 8.34

Communication	58212	5133 (9%)	1141 (2%)	\$ 7.45
Social	50143	5003 (10%)	481 (1%)	\$ 8.67
Sports	47809	3641 (8%)	2412 (5%)	\$ 19.67
News & Magazines	44775	3965 (9%)	225 (1%)	\$ 4.50
Medical	41326	2731 (7%)	2446 (6%)	\$ 11.52
Photography	35597	7395 (21%)	1063 (3%)	\$ 6.57
Maps & Navigation	33337	3400 (10%)	1479 (4%)	\$ 5.90
Action	32386	6738 (21%)	1261 (4%)	\$ 4.27
Simulation	28272	10456 (37%)	1060 (4%)	\$ 5.08
Auto & Vehicles	27444	1994 (7%)	674 (2%)	\$ 8.47
Adventure	25041	4845 (19%)	1762 (7%)	\$ 5.70

Educational	24745	3682 (15%)	2504 (10%)	\$ 3.38
Art & Design	20209	2064 (10%)	737 (4%)	\$ 4.74
Beauty	18857	866 (5%)	81 (0%)	\$ 6.61
Events	18853	320 (2%)	68 (0%)	\$ 12.59
House & Home	18738	984 (5%)	195 (1%)	\$ 5.33
Trivia	14967	1756 (12%)	365 (2%)	\$ 6.10
Video Player & Editors	14118	3620 (26%)	581 (4%)	\$ 7.92
Role Playing	13734	5406 (39%)	995 (7%)	\$ 5.08
Board	11815	2446 (21%)	720 (6%)	\$ 4.63
Strategy	11801	3299 (28%)	814 (7%)	\$ 6.96
Racing	11770	3452 (29%)	333 (3%)	\$ 6.60

Word	11757	1915 (16%)	393 (3%)	\$ 5.25
Card	9785	2830 (29%)	532 (5%)	\$ 3.54
Sports Games	8613	2406 (28%)	418 (5%)	\$ 4.78
Weathers	8581	2628 (31%)	336 (4%)	\$ 6.01
Dating	7116	1218 (17%)	60 (1%)	\$ 13.27
Casino	6751	1861 (28%)	341 (5%)	\$ 8.62
Music	6144	1339 (22%)	194 (3%)	\$ 5.85
Libraries & Demo	5686	394 (7%)	134 (2%)	\$ 10.07
Parenting	5022	699 (14%)	207 (4%)	\$ 6.09
Comics	2944	699 (24%)	184 (6%)	\$ 4.42

(Source: emizentech.com)

Top 10 Mobile App Categories On Play Store

Rank	Category	Total number of apps	Number of Paid Apps	Number of Free Apps
1.	Education	263,682	13,551	250,131
2.	Business	171,540	1,679	169,861
3.	Music & Audio	161,682	2,882	158,800
4.	Tools	153,516	7,770	145,746
5.	Entertainment	142,491	3,978	138,513
6.	Lifestyle	122,461	2,528	119,933
7.	Books & References	120,305	8,010	112,295
8.	Food & Drinks	113,451	660	112,791
9.	Shopping	107,987	283	107,704
10.	Personalization	104,150	16,367	87,783

(Source: emizentech.com)

General Google Play Store Statistics

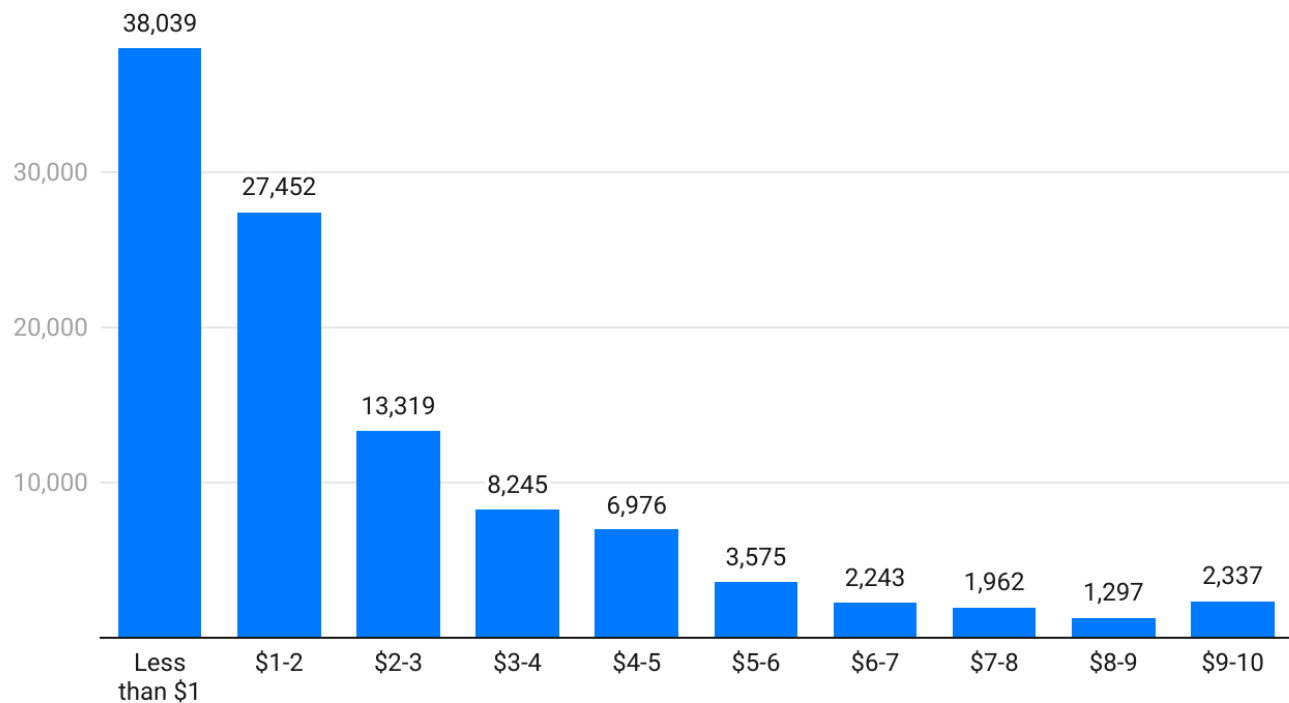
- As of June 2023, the total number of available applications on the Google Play Store including paid and free was 2,597,819, however, since March it has experienced a slight decline in the total number of apps that were 2,673,292.
- As of November 2023, play.google.com generated a global 2.29 billion traffic, which was 2.41 billion in October. This has shown a negative rate of visitors resulting in 4.79%.
- Google Play Store Statistics state that, in 2022, around 3,739 applications were added to the platform every day.
- In 2022, this platform generated an overall 110 billion app downloads which is more than the iOS app store.
- Furthermore, in Q4 of 2022, Google Play generated 27.5 billion global app downloads whereas it was only 8.1 billion on the app store.
- Overall, various apps on the Google Play Store have received more than 32.7 billion ratings.
- Google Play Store is available in more than 190 countries.
- In 2022, more than 140 billion downloads were generated on the platform considering all of the categories.
- Every month on average, above 2.5 billion users are active regularly on the platform.
- The platform has more than 2 million apps and games that generate an overall \$120 billion in earnings for developers.
- In 2022, the total number of apps released through the Google Play Store increased by 28%.
- Furthermore, in February 2023, on the platform around 2,796 apps per day were released, thus considering this rate, in a single month around 12,987 apps were published.

- In 2023, Google Play Store experienced more user spending on apps resulting in \$96 billion as compared to App Store \$60 billion.
- On average in the last 5 years, the user spending on Google Play is more as compared to iOS's App Store.
- As of March 2022, 97% of apps in all categories were available to download for free.
- According to reports, the majority of the Google Play players are male resulting in 51% while 49% are female players.
- As of today, the platform has removed more than 7,00,000 obsolete apps.
- According to Google Play Store Statistics, in Q3 of 2022, around 490 thousand gaming apps were available on the platform.
- As of 2023, there are 1,149 million publishers considering all categories on the platform.
- As of 2023, out of the total available apps on Google Play, 87.12% are other categories and 12.88% are games, resulting in 3,099,626 and 458,261 respectively.
- As of December 2023, the top 5 upward trending app categories on the platform by increase are News and magazines (79.46%), Weather (11.1%), Dating (8.19%), Parenting (3.28%) and Shopping (2.64%).
- On the other hand, in a similar period, the top 5 most downward trending categories are Art and design (-13.71%), Communication (-13.86%), Business (-19.07%), Libraries and demo (-35.02%), and Comics (-63.12%).
- In 2022, Candy Crush Saga became the most downloaded game on Google Play.
- Furthermore, as of September 2022, Google LLC became the top non-gaming app publisher by downloads in the United States of America.
- In Q2 of 2022, this platform published 75,000 business apps.

- In 2023, the conversion rate for the platform in terms of mobile app downloads was 31.3% in the United States of America.

Google Play Store Statistics by Paid App Price Distribution

Paid app price distribution in the Google Play store as of October 2023



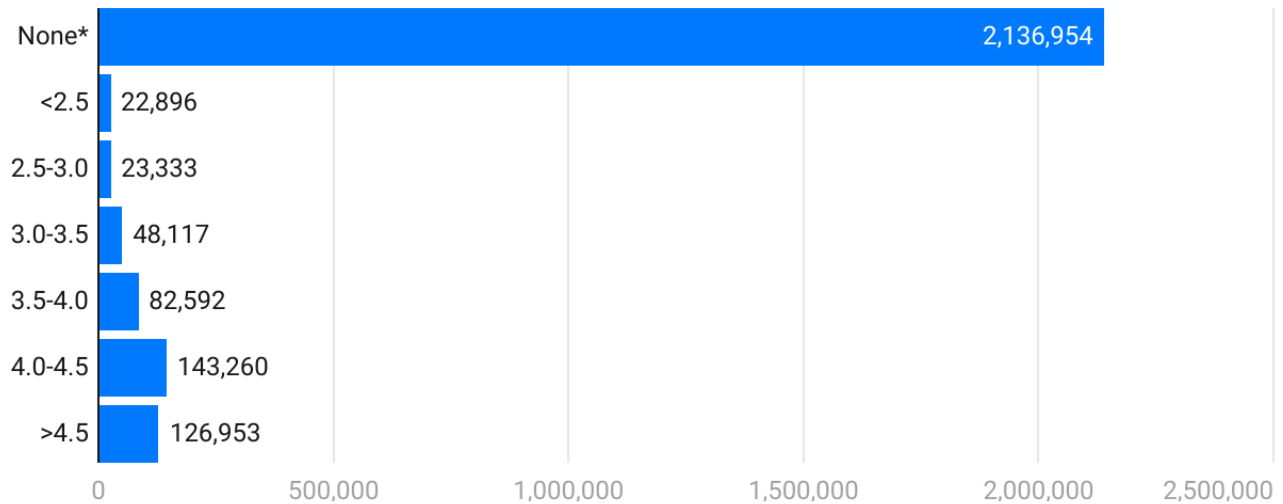
Source: Enterprise Apps Today

(Reference: statista.com)

According to the Google Play Store Statistics of October 2023, the highest number of apps are priced at less than \$1, resulting in 38,039. The priciest apps are valued between \$9 to \$10, and the total number of available apps is 2,337. There are around 40,771 paid apps on the platforms priced between \$1 to \$3.

Google Play Store Statistics by Ratings

Ratings of apps on Google Play as of March 2023



Source: Enterprise Apps Today

(Reference: statista.com)

In March 2023, around 2,136,954 applications were without any rating. However, only 126,953 apps had a 4.5 and above rating. 48,117 apps received average ratings between 3 to 3.5 stars.

Google Play Store Statistics by Demographics

The following data interprets the app use case by different age groups around the globe:

Age Group	Monthly Hours Spent On Apps
18-24	112.6
25-34	102.4
35-44	93.6

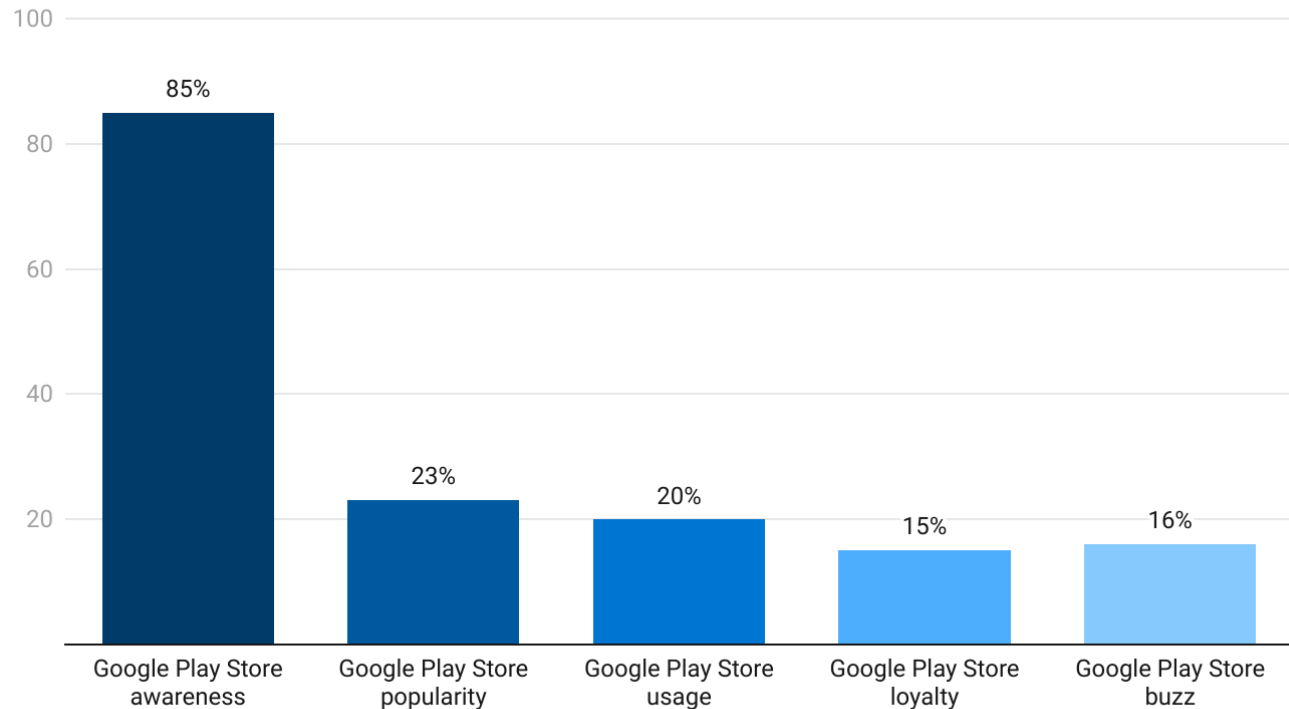
45-54	75.6
55-64	69.3
65+	51.4

(Source: emizentech.com)

According to reports, users aged between 18 to 24 years spend around 112.6 hours per month on apps compared to users in other age groups. Users aged 25 to 34 years spend around 102.4 hours every month. However, the lowest amount of time spent on this platform is observed by users aged 65 years and above.

Google Play Store Statistics by Brand Awareness

Google Play Store brand awareness, usage, popularity, loyalty, and buzz among video-on-demand users in the United States in 2022



Source: Enterprise Apps Today

(Reference: statista.com)

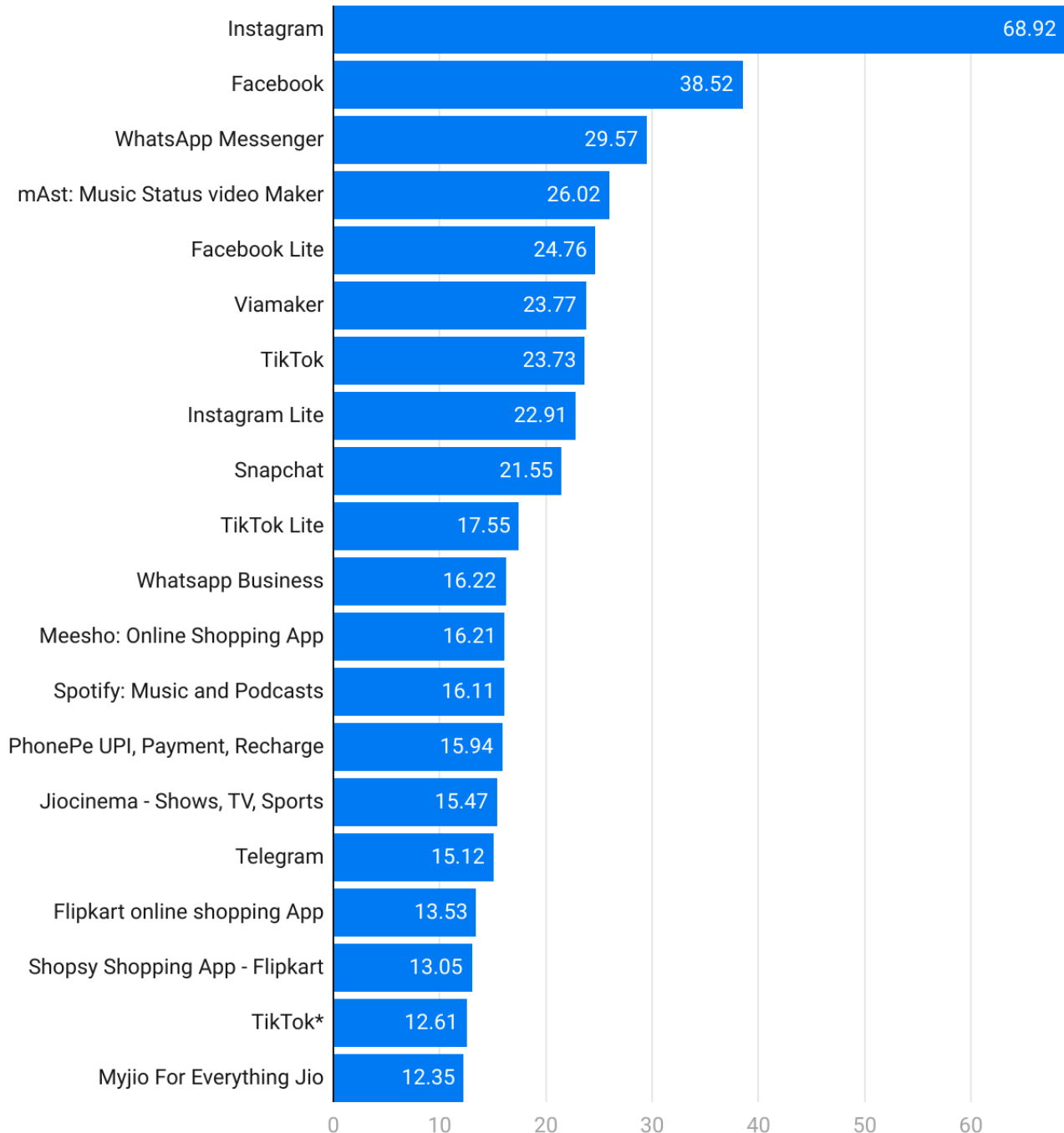
As of 2022, around 85% of Americans were aware of the platform. However, only 20% of them were using it but there were 15% of users regular with the platform. Furthermore, in 23% of the users the brand was popular.

Google Play Store Statistics by Worldwide Leading Android Apps by

Downloads

Leading Android apps in the Google Play Store worldwide in June 2023, by number of downloads

(in millions)



Source: Enterprise Apps Today

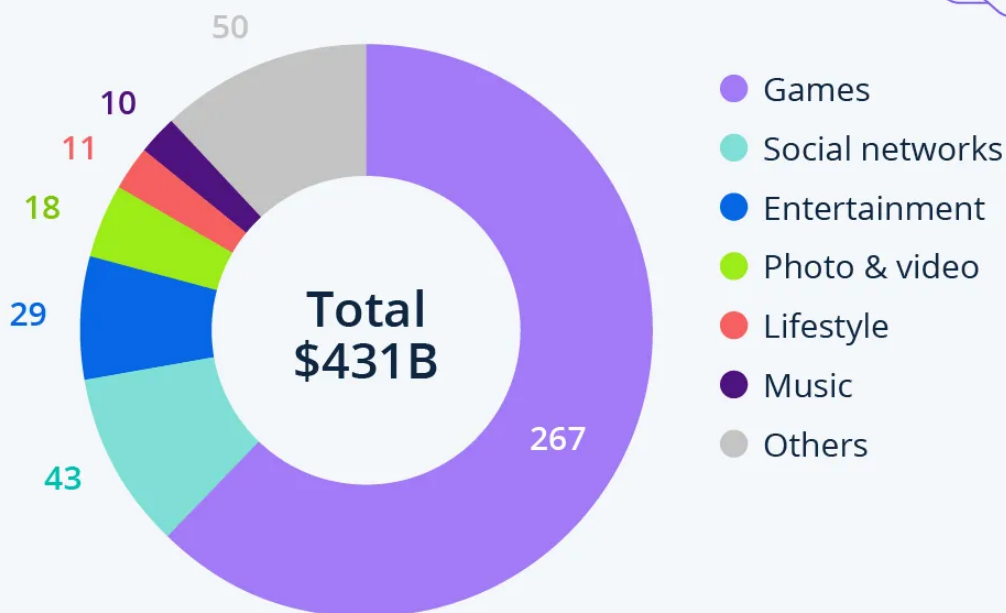
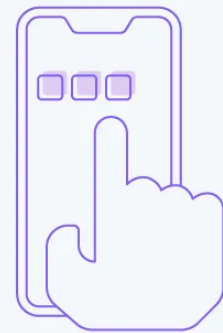
(Reference: statista.com)

As of June 2023, the top 3 most downloaded apps around the world were Instagram, Facebook, and WhatsApp Messenger resulting in 68.92%, 38.52%, and 29.57% respectively. In addition, in the list, there were lite versions of these apps with the highest downloads. Other categories by most downloads included OTT platforms, music, and shopping.

Dominating Category of Apps by Revenue in 2022

Games Dominate Global App Revenue

Revenue generated worldwide via apps in 2022, by segment* (in billion U.S. dollars)



* via in-app purchases, premium apps and advertising.

Based on apps for iPhone and Android phones

Source: Statista Digital Market Insights



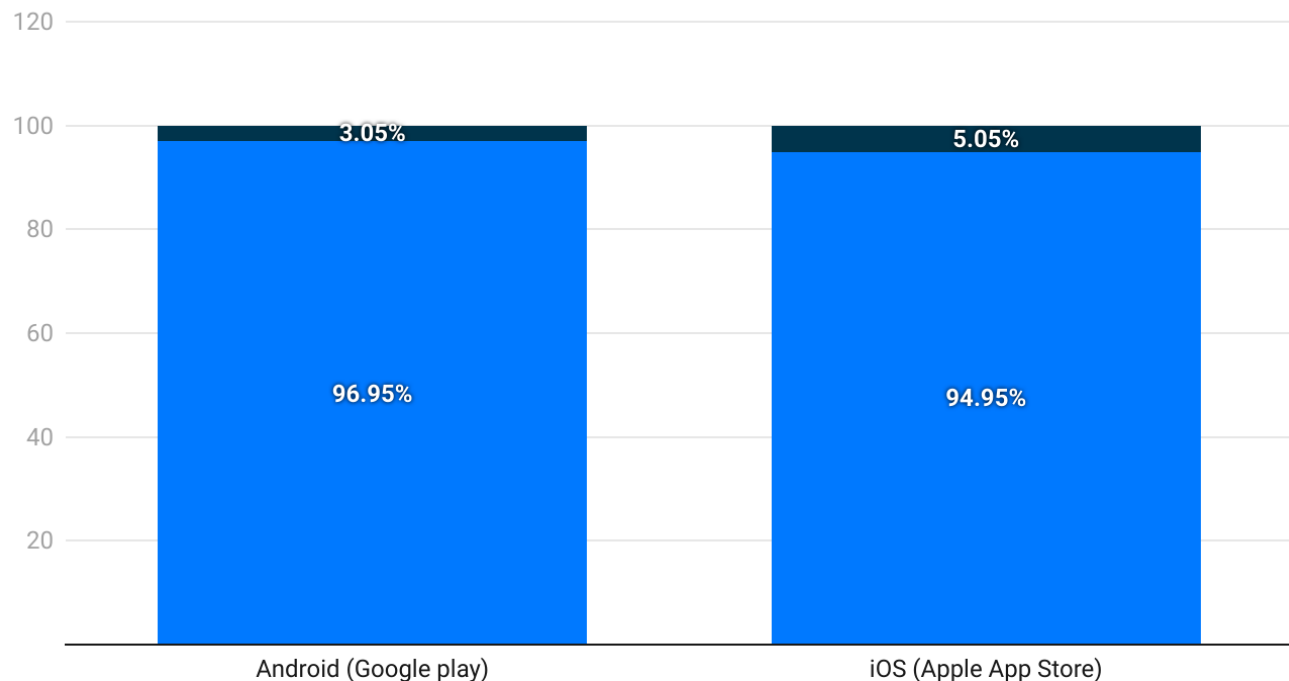
(Source: statista.com)

As of 2022, the game segment was the dominating category in iOS and Android platforms resulting in \$267 billion of revenue, followed by social media networks (\$43 billion), and entertainment (\$29 billion). However, considering the popularity of daily music lovers and listeners this category generated only \$10 billion.

Distribution of Free and Paid Apps in October 2023

Distribution of free and paid apps in the Apple App Store and Google Play in October 2023

Free apps Paid apps



Source: Enterprise Apps Today

(Reference: statista.com)

As of October 2023, Google Play Statistics showed that this platform had 96.95% of free apps whereas 94.95% were available on iOS. However, iOS had 5.05% and 3.05% paid apps.

Google Play Store Statistics by Device Traffic

play.google.com Website Traffic by Country

Country		All Devices	Desktop	Mobile
United States	19.96%	35.49B	22.47%	77.53%
India	7.62%	13.56B	44.81%	55.19%
Indonesia	0.92%	12.02B	23.99%	95.60%
Japan	0.62%	9.64B	13.78%	87.94%
Brazil	0.35%	1.58M	16.57%	84.43%

Source: Enterprise Apps Today

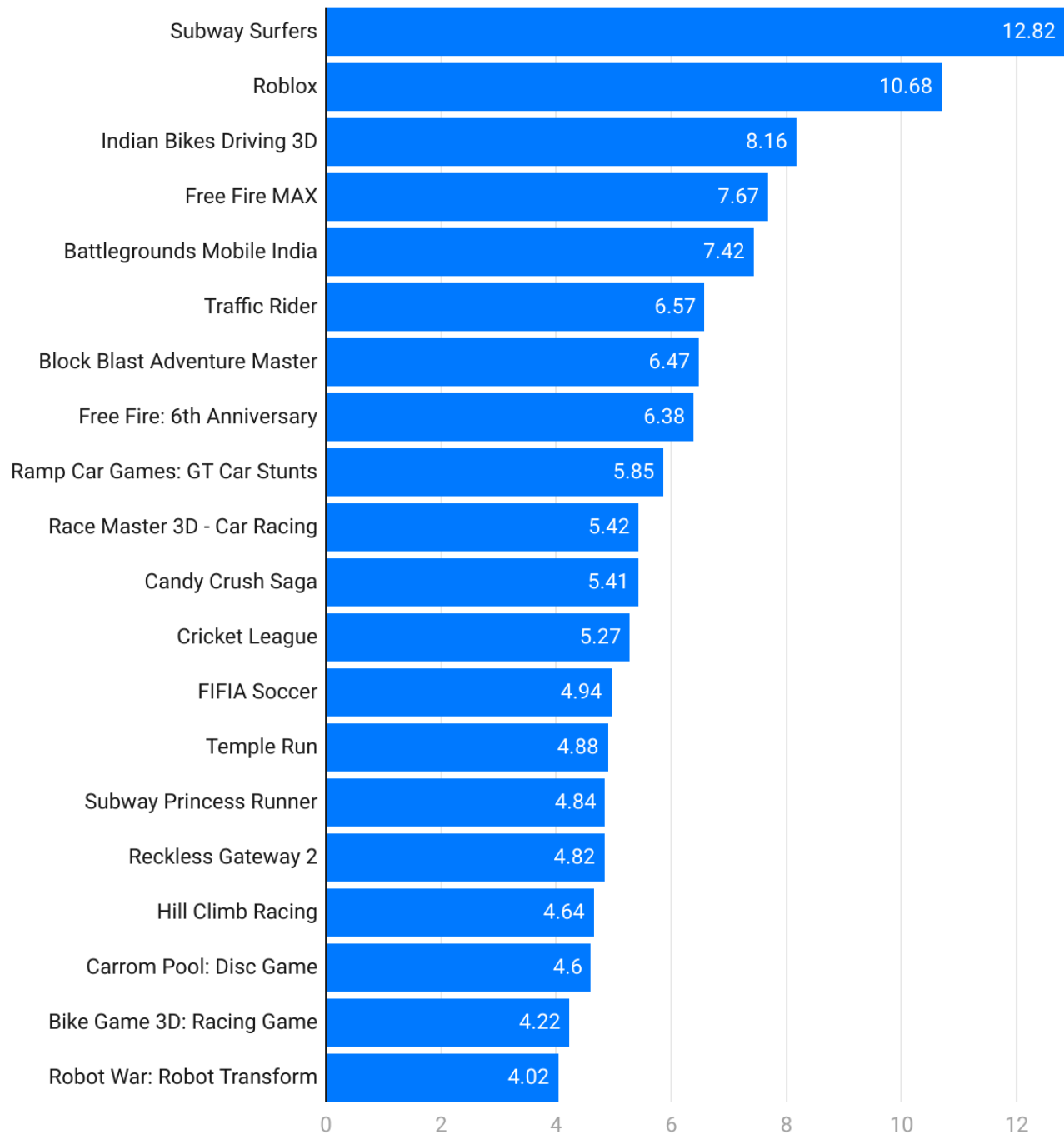
(Reference: semrush.com)

Over the last 6 months of 2023, the top 5 countries with the highest mobile device traffic on Google Play Store are the United States of America, India, Indonesia, Japan, and Brazil. Each of these countries contributed with highest number of mobile traffic. Overall mobile traffic contributed by these countries is 95.01% (2 billion) while only 4.99% belonged to desktops (1 million).

Google Play Store Statistics by Leading Gaming Apps

Leading gaming apps in the Google Play Store worldwide in June 2023, by number of downloads

(in millions)



Source: Enterprise Apps Today

(Reference: [statista.com](https://www.statista.com))

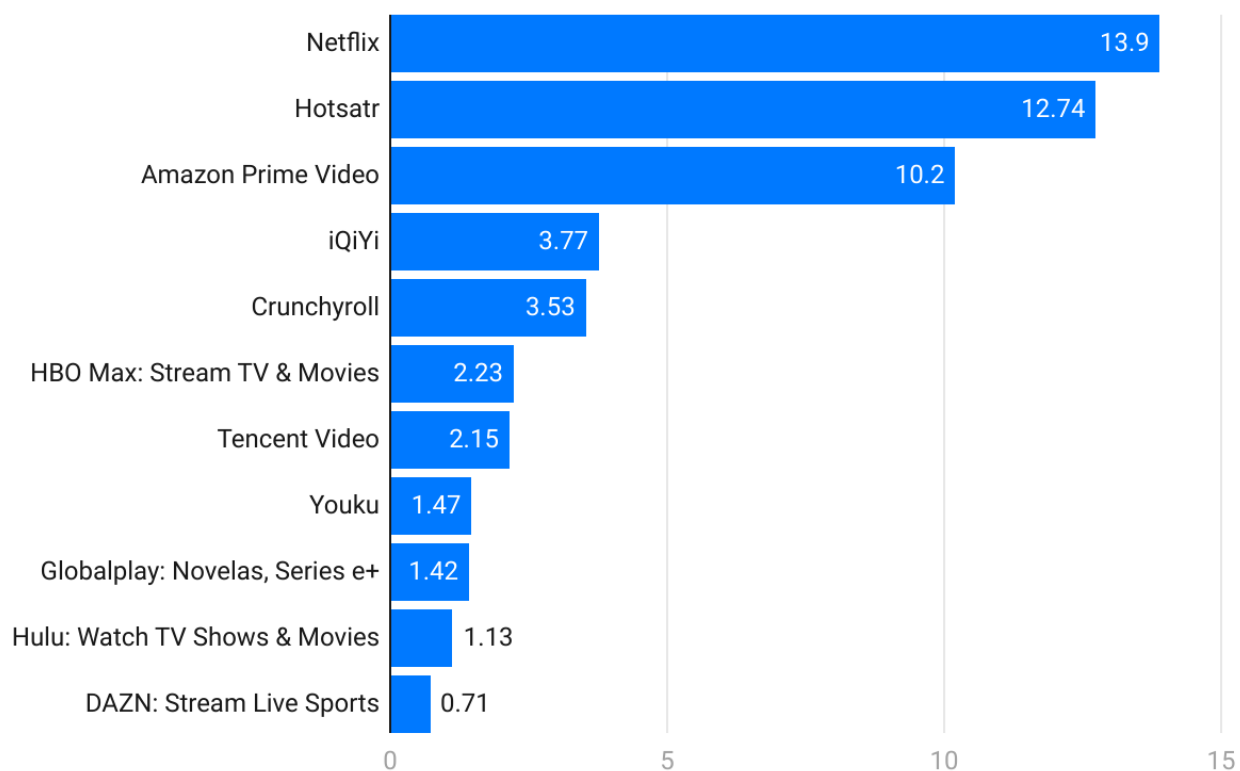
As of June 2023, the top 3 gaming apps by number of downloads were Subway Surfers (12.82 million), Roblox (10.68 million), and Indian Bikes Driving 3D (8.16 million).

million). Other games listed in this category include Traffic Rider, Free Fire MAX, Candy Crush Saga, etc.

Number of Downloads of Selected Video Streaming Mobile Apps

Number of downloads of selected video streaming mobile apps worldwide in September 2023

(in millions)



Source: Enterprise Apps Today

(Reference: statista.com)

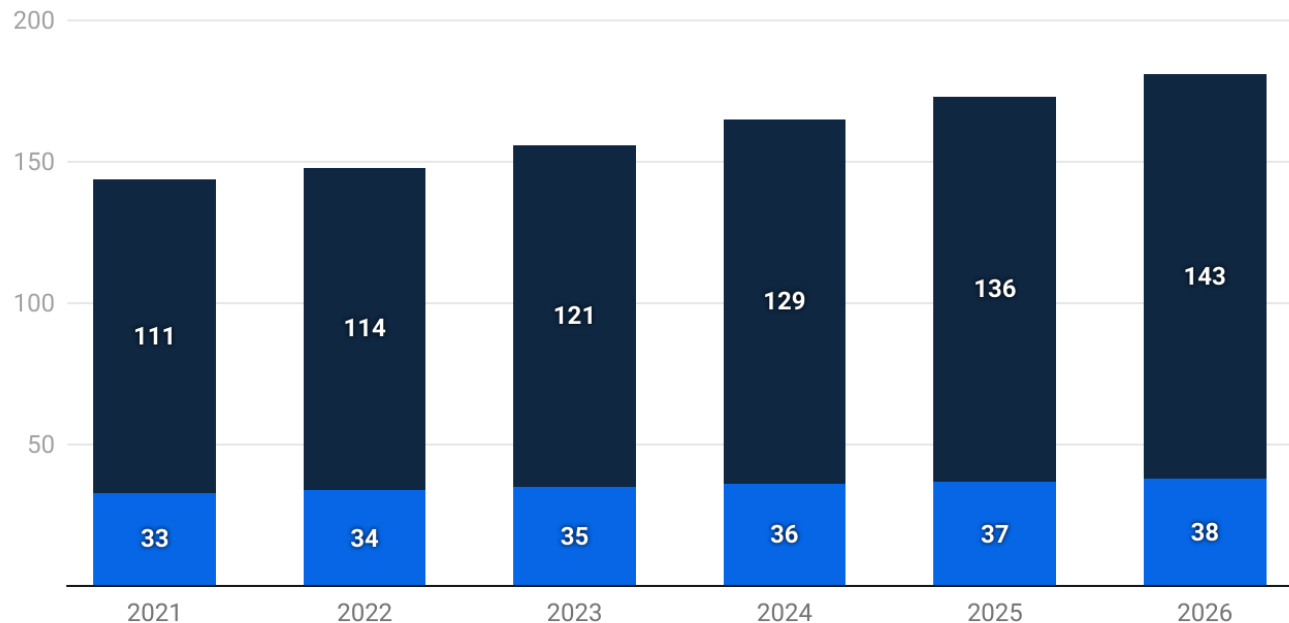
As of September 2023, Netflix generated 13.9 million global downloads, followed by Hotstar 12.74 million and Amazon Prime Video 10.2 million.

Mobile App Downloads by Store from 2021 to 2026

Mobile app downloads worldwide from 2021 to 2026, by store

(in billions)

■ App Store ■ Google Play



Source: Enterprise Apps Today

(Reference: statista.com)

From 2021, Android mobile users are dominant around the world, thus this proves that, even in coming years it is expected to be at the same position as compared to iOS users. Thus, followed by the above prediction, by 2026, Google Play is expected to generate 143 billion mobile downloads whereas it will be just 38 billion app downloads for iOS systems.

Conclusion

Google Play is a default platform on all Android devices to download any kind of app. There is not a single thing we do not have on the digital platform. Google Play

or App Store is making various categories of apps available for free and most of them we use daily. Looking at the overall Google Play Store Statistics, this platform is expected to be dominant in the coming years with the major difference in mobile app downloads. We use Facebook, and WhatsApp and scroll through reels all day long on Instagram, and all of these are downloaded from these stores only. Don't you think these have become a part and parcel of our lives?

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Sources

Statista

CreativeOnl

Appwrk

Semrush

Google Play

Gitnux

42matters

Wikipedia

Appinventiv

Exploding Topics

Business Of Apps

FAQ.

- ⊕ How to launch the app on Google Play Store?
- ⊕ How much does an app make for every 1 download?

- ⊕ What kind of category generates the most income for developers?
 - ⊕ How much does an app with 10K downloads make?
-



Barry Elad

Barry is a lover of everything technology. Figuring out how the software works and creating content to shed more light on the value it offers users is his favorite pastime. When not evaluating apps or programs, he's busy trying out new healthy recipes, doing yoga, meditating, or taking nature walks with his little one.

More Posts By Barry Elad

FBI Crime Statistics



FBI Crime Statistics 2024 - By Types, Reasons, Shooting Cases, All Violent Crimes and Total Number of Victims

Crime Statistics



Crime Statistics 2024 - By Location, Country, Demographics, Frequency and Types

Bureau of Labor Statistics



Bureau of Labor Statistics 2024 - By Demographics, Highest Paying Jobs, The Unemployment Rate, Job Flexibilities and Retirement Benefits

Human Trafficking Statistics



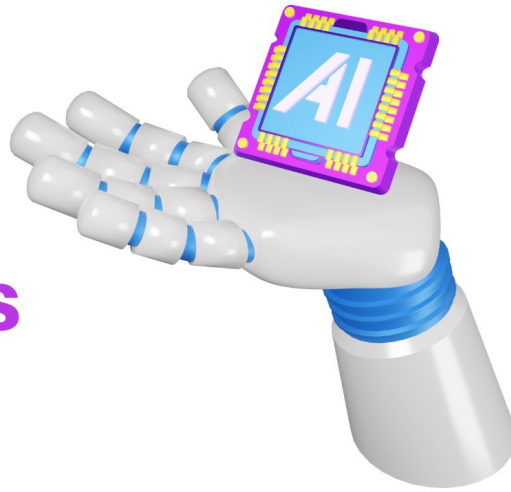
Human Trafficking Statistics 2024 By Region, Immigrants, Demographics, Industry, Relationship and Type

Money Spent On Clothes Statistics



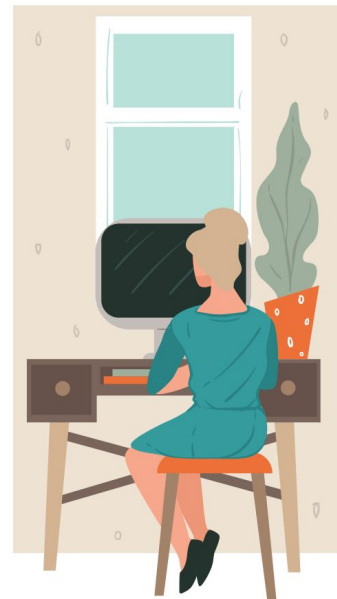
Money Spent On Clothes Statistics 2024 By Demographics, Generation And Monthly Amount Spent

AI Chip Statistics



AI Chip Statistics 2023 By Region, Market, Companies, Leading Producers and Applications

Websites That Pay You to Work From Anywhere



7 Websites That Pay You to Work From Anywhere

Social Security Statistics



Social Security Statistics 2024 - By Revenue, Demographics, Benefits, States, Covered Population

Food Truck Statistics



Food Truck Statistics 2024 - By Demographics, Country-Wise, Region-Wise, Total Revenues



Statistics

Subway Statistics 2024 By Brand Awareness in the USA, Brand Value and Digital Business



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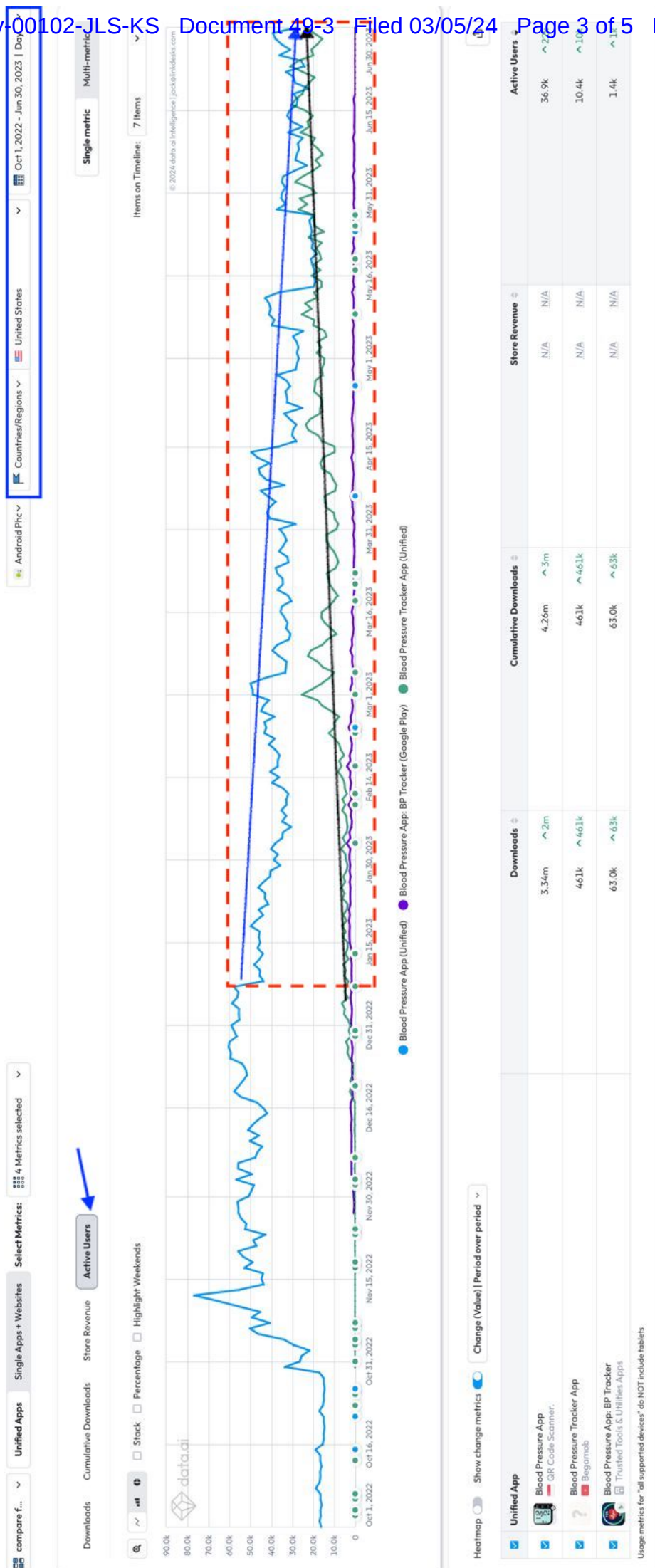
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EXHIBIT 2



Heatmap ☐ Show change metrics ☒ Change (Value) | Period over period



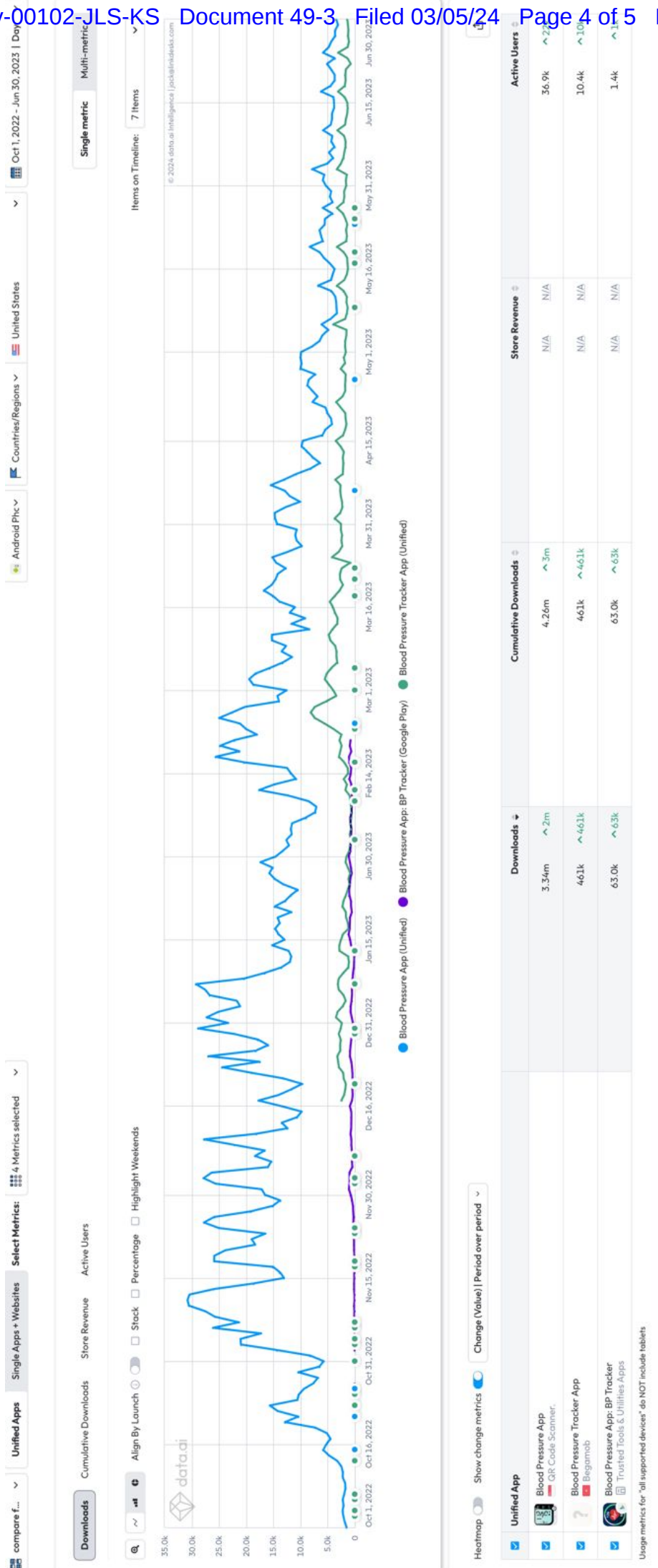




EXHIBIT 3

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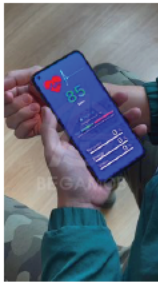
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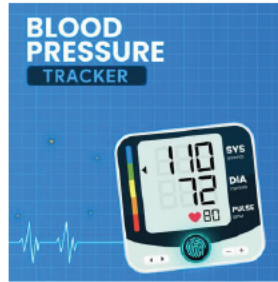
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v17_Blood_9x16

Global APP Developer

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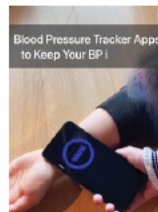
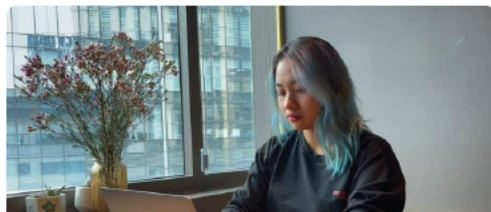
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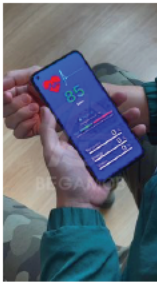
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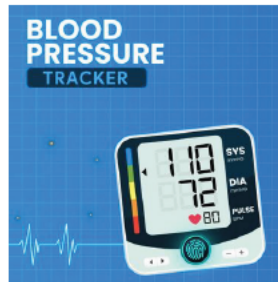
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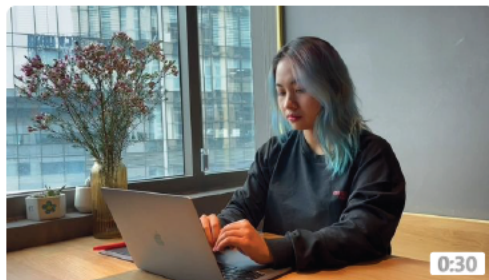
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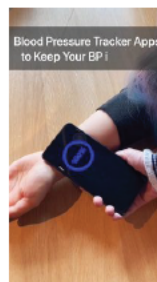
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v16_Blood_16x9

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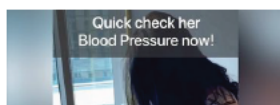
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18 views February 15, 2023

EXHIBIT 4



Google Play Developer Distribution Agreement

Effective as of February 5, 2024 ([view archived version](#))

1. Definitions

Authorized Provider: A third-party non-Google entity authorized by Google to provide services that enable Developers to receive payments for Products that are sold to users of Devices via Google Play.

Brand Features: The trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as owned (or licensed) by such party from time to time.

Developer or You: Any person or company who provides Products for distribution through Google Play in accordance with the terms of this Agreement.

Developer Account: A publishing account issued to a Developer in connection with the distribution of Developer Products via Google Play.

Device: Any device that can access Google Play.

Google: Google LLC, a Delaware limited liability company with principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States; Google Ireland Limited, a company incorporated in Ireland with principal place of business at Gordon House, Barrow Street, Dublin 4, Ireland; Google Commerce Limited, a company incorporated in Ireland with principal place of business at Gordon House, Barrow Street, Dublin 4, Ireland; or Google Asia Pacific Pte. Limited, a company incorporated in Singapore with principal place of business at 70 Pasir Panjang Road, #03-71, Mapletree Business City, Singapore 117371. Google may update the Google entities and their addresses from time to time.

Google Play: The software and services, including the Play Console, which allow Developers to distribute Products to users of Devices.

Intellectual Property Rights: All patent rights, copyrights, trademark rights, rights in trade secrets, database rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world

Payments Profile: A financial service account or profile provided by a Payment Processor to a Developer that enables a Payment Processor to collect and remit payments to the Developer on the Developer's behalf for Products sold via Google Play.

Payment Processor(s): A Google-affiliated entity providing services that enable Developers to receive payments for Products sold via Google Play.

Play Console The Google Play Console and other online tools or services provided by Google to developers at <https://play.google.com/apps/publish>, as may be updated from time to time. The Play Console is also available through an app to developers.

Products: Software, content, digital materials, and other items and services as made available by Developers via the Play Console.

Taxes: All government-imposed charges, including taxes, duties, imposts, and withholdings. The term Taxes excludes communication taxes and similar fees and surcharges; property taxes; and taxes based on each Party's net income, franchise taxes, business and occupation taxes, and other similar tax types. Each Party is responsible for its own net income taxes. For the avoidance of doubt, the term Taxes includes Transaction Taxes.

Transaction Taxes: Any Taxes that are imposed on the purchase price or cost of goods or services, including value-added taxes (VAT), goods and services taxes (GST), sales taxes, government levies and transfer taxes

2. Accepting this Agreement

2.1 This agreement ("**Agreement**") forms a legally binding contract between You and Google in relation to Your use of Google Play to distribute Products. You are contracting with the applicable Google entity based on where You have selected to distribute Your Product (as set forth [here](#)). You acknowledge that Google will, solely at Your direction, and acting pursuant to the relationship identified in Section 3.1, display and make Your Products available for viewing, download, and purchase by users. In order to use Google Play to distribute Products, You accept this Agreement and will provide and maintain complete and accurate information in the Play Console.

2.2 Google will not permit the distribution of Your Products through Google Play, and You may not accept the Agreement, unless You are verified as a Developer in good standing.

2.3 If You are agreeing to be bound by this Agreement on behalf of Your employer or other entity, You represent and warrant that You have full legal authority to bind Your employer or such entity to this Agreement. If You do not have the requisite authority, You may not accept the Agreement or use Google Play on behalf of Your employer or other entity.

3. Commercial Relationship, Pricing, Payments, and Taxes

3.1 You hereby appoint Google as Your agent or marketplace service provider as outlined here to make Your Products available in Google Play, and subject to the terms and conditions of this Agreement, Google will allow You to use Google Play for Your Products.

3.2 This Agreement covers both Products that users can access for free and Products that users pay a fee to access. In order for You to charge a fee for Your Products and to be paid for Products distributed via Google Play, You must have a valid Payments Profile under a separate agreement with a Payment Processor, be approved by a Payment Processor for a Payments Profile, and maintain that profile in good standing. If there is a conflict between Your Payment Processor agreement and this Agreement, the terms of this Agreement will apply.

3.3 Products are displayed to users at prices You establish in Your sole discretion. If You utilize Google Play's billing system or the Play Console to control settings related to any taxes (including taxes, fees, or surcharges that are outside the scope of this Agreement) on the sale of Products, or if Google believes that Taxes may be owed by You or Google on the sale of Products, You grant Google permission to charge, collect, and discharge any such taxes as required in accordance with applicable law. For the avoidance of doubt, You remain responsible for any such taxes, fees, or surcharges, including as provided under Section 3.5. You may set the price for Your Products in the currencies permitted by Google, the Payment Processor, and, where applicable, the Authorized Provider. Google may display the price of Products to users in their native currency, but Google is not responsible to You for the accuracy of currency rates or currency conversion.

3.4 Acting as Your agent, and with You acting as a principal, Google is the merchant of record for Products sold or made available to users in the countries/territories described here. You are the merchant of record for Products You sell or make available via Google Play to all other users. The sales price You set for Products will determine the amount of payment You will receive. A "**Service Fee**", as set forth here (as may be revised by Google with notice to You in accordance with Section 15), will be calculated and charged on the sales price. The Service Fee is exclusive of Transaction Taxes of any and all kinds required by any applicable governmental tax authority to be charged, and Google is entitled to the Service Fee without reduction for any taxes or government levies, including any Taxes applicable to transactions described under Section 3.5 or Section 3.6. As per applicable law, to the extent Google is responsible to discharge Transaction Taxes arising on Service Fees, Google will charge You such Transaction Taxes, and You are responsible for paying

any Transaction Taxes arising on the Service Fee. More information about the Service Fee can be found [here](#).

3.5 Except in certain countries/territories and subject to certain conditions as described [here](#) (which may be updated with notice to You), You are responsible for Transaction Taxes on the sale or provision of Products to users, including (but not limited to): (a) determining if the transaction is taxable; (b) charging and collecting the Transaction Taxes at the applicable rate; (c) remitting the Transaction Taxes to the applicable governmental tax authority; and (d) providing any required documentation to the user or applicable governmental tax authority. You are solely responsible for providing and maintaining accurate inputs that impact taxes on Products, including for any tax categorization of Products. Any adjustments that You make to the tax categorization of Products will take effect only for future sales of Products. Google will determine whether Google, the Payment Processor, or the Authorized Provider is obligated to collect or remit any Transaction Taxes in respect of any transaction and such Transaction Taxes may be recovered from You, deducted from payment due to You, or recovered from the user. Where Google collects and remits Transaction Taxes in applicable countries/territories, You may recognize a deemed supply from You to Google solely for Transaction Tax purposes if required by applicable law. You will be solely responsible for any Tax obligations arising from such deemed supply.

3.6 Where the Authorized Provider notifies Google that it or another Authorized Provider is required by applicable (local) legislation or by the applicable governmental tax authority to declare, charge, deduct, or withhold any taxes on a sale of Your Products, or where Google or a Payment Processor reasonably determines that it is required by applicable (local) legislation or by the applicable governmental tax authority to declare, charge, deduct, or withhold any taxes (in each case, **"Withholding Taxes"**), Google will also deduct the amount of such Withholding Taxes from the amount Google remits to You. Withholding Taxes include, but are not limited to, withholding tax obligations on cross-border payments or imposed by telecommunications taxes. You agree to timely provide, as soon as reasonably practicable, any tax documentation or certification requested by Google. Unless You are a resident of the United States or Singapore for income tax purposes, You hereby certify that any services that You provide to users through Your Product are not performed in the United States or Singapore, and furthermore You agree to provide written notification to Google at least ninety (90) days prior to any such services being performed in the United States or Singapore. Written notification on change in service location may be emailed to play-tax-notices@google.com.

3.7 You may also choose to make Products available for free. If the Product is free, You will not be charged a Service Fee. To avoid unexpected fees for users, You agree that Products that were initially offered free of charge to users will remain free of charge. Any additional charges will correlate with an alternative or supplemental version of the Product.

3.8 You authorize Google to give users refunds in accordance with the Google Play refund policies as located [here](#) or the local versions made available to You, and You agree that Google may deduct the amount of those refunds from payments to You. In all other respects, the Payment Processor's standard terms and conditions regarding refunds will apply. User refunds may be exclusive of taxes previously charged to users for Product purchases.

3.9 Users are allowed unlimited reinstalls of each Product distributed via Google Play without any additional fee, provided however, that if You remove any Product from Google Play due to a Legal Takedown (as defined in Section 8.2), that Product will be removed from all portions of Google Play, and users will no longer have a right or ability to reinstall the affected Product

4. Use of Google Play by You

4.1 You and Your Product(s) must adhere to the [Developer Program Policies](#).

4.2 You are responsible for uploading Your Products to Google Play, providing required Product information and support to users, and accurately disclosing the permissions necessary for the Product to function on user Devices.

4.3 You are responsible for maintaining the confidentiality of any developer credentials that Google may issue to You or that You may choose Yourself, and You are solely responsible for all Products that are developed under Your developer credentials. Google may limit the number of Developer Accounts issued to You or to the company or organization You work for.

4.4 Except for the license rights granted by You in this Agreement, Google agrees that it obtains no right, title, or interest from You (or Your licensors) under this Agreement in or to any of Your Products, including any Intellectual Property Rights in those Products

4.5 You may not use Google Play to distribute or make available any Product that has a purpose that facilitates the distribution of software applications and games for use on Android devices outside of Google Play.

4.6 You agree to use Google Play only for purposes that are permitted by this Agreement and any applicable law, regulation, or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries)

4.7 Users are instructed to contact You concerning any defects or performance issues in Your Products and You are responsible for undertaking or handling the support and maintenance of Your Products and any complaints about Your Products. You agree to supply and maintain valid and accurate contact information that will be displayed in each of Your Products' detail page and made available to users for customer support and legal purposes. For Your paid Products or in-app

transactions, You agree to respond to customer support inquiries within 3 business days, and within 24 hours to any support or Product concerns stated to be urgent by Google

4.8 You agree that if You make Your Products available through Google Play, You will protect the privacy and legal rights of users. If the users provide You with, or Your Product accesses or uses, usernames, passwords, or other login information or personal information, You agree to make the users aware that the information will be available to Your Product, and You agree to provide legally adequate privacy notice and protection for those users. Further, Your Product may only use that information for the limited purposes for which the user has given You permission to do so. If Your Product stores personal or sensitive information provided by users, You agree to do so securely and only for as long as it is needed. However, if the user has opted into a separate agreement with You that allows You or Your Product to store or use personal or sensitive information directly related to Your Product (not including other products or applications), then the terms of that separate agreement will govern Your use of such information. If the user provides Your Product with Google Account information, Your Product may only use that information to access the user's Google Account when, and for the limited purposes for which, the user has given You permission to do so

4.9 You will not engage in any activity with Google Play, including making Your Products available via Google Play, that interferes with, disrupts, damages, or accesses in an unauthorized manner the devices, servers, networks, or other properties or services of any third party including, but not limited to, Google or any Authorized Provider.

4.10 You are solely responsible for, and Google has no responsibility to You for, Your Products, including use of any Google Play APIs and for the consequences of Your actions, including any loss or damage which Google may suffer

4.11 Google Play allows users to rate and review Products. Only users who download the applicable Product will be able to rate and review it on Google Play. For new Developers without Product history, Google may use or publish performance measurements such as uninstall and/or refund rates to identify or remove Products that are not meeting acceptable standards, as determined by Google. Google reserves the right to display Products to users in a manner that will be determined at Google's sole discretion. Your Products may be subject to user ratings and reviews to which You may not agree. If you have concerns regarding such ratings and reviews, you may report it via the Play Console.

5. Authorizations

5.1 Upon making Your Product available on Google Play, You authorize Google on a non-exclusive, worldwide, and royalty-free basis to: reproduce, perform, display, analyze, and use Your Products in connection with (a) the operation and marketing of Google Play; (b) the marketing of devices and services that support the use of the Products and the marketing of the Products on Google Play

and Devices; (c) the provision of hosting services to You and on Your behalf to allow for the storage of and user access to the Products and to enable third party hosting of such Products; (d) making improvements to Google Play, Play Console, and Android platform; and (e) checking for compliance with this Agreement and the Developer Program Policies. The authorization in clause (e) is sublicensable to application security partners for the sole purpose of checking for compliance with this Agreement and the Developer Program Policies. You also authorize such application security partners to use the results of their review in their products and research that may be publicly available. For clarity, the authorizations provided under this Section will cease upon termination of the Agreement

5.2 You authorize Google to perform the acts described in this section subject to Your control and direction in the manner indicated in the Play Console.

5.3 You grant to the user a nonexclusive, worldwide, and perpetual license to perform, display, and use the Product. The user may include, but is not limited to, a family group and family members whose accounts are joined together for the purpose of creating a family group. Family groups on Google Play will be subject to reasonable limits designed to prevent abuse of family sharing features. Users in a family group may purchase a single copy of the Product (unless otherwise prohibited, as for in-app and subscription Products) and share it with other family members in their family group. If, in the Play Console, You opt in to allowing users to share previously purchased Products, Your authorization of sharing of those purchases by those users is subject to this Agreement. If You choose, You may include a separate end user license agreement (“**EULA**”) in Your Product that will govern the user’s rights to the Product, but, to the extent that EULA conflicts with this Agreement, this Agreement will supersede the EULA. You acknowledge that the EULA for each of the Products is solely between You and the user. Google will not be responsible for, and will not have any liability whatsoever under, any EULA.

6. Brand Features and Publicity

6.1 Each party will own all right, title, and interest, including, without limitation, all Intellectual Property Rights, relating to its Brand Features. Except to the limited extent expressly provided in this Agreement, neither party grants, nor will the other party acquire, any right, title, or interest (including, without limitation, any implied license) in or to any Brand Features of the other party.

6.2 Subject to the terms and conditions of this Agreement, Developer grants to Google and its affiliates a limited, nonexclusive, royalty-free license during the term of this Agreement to display Developer Brand Features, submitted by Developer to Google, for use solely within Google Play, online or on Devices and in each case solely in connection with the distribution and sale of Developer's Product via Google Play or to otherwise fulfill its obligations under this Agreement

6.3 In addition to the license granted in Section 6.2 above, for purposes of marketing the presence, distribution, and sale of Your Product via Google Play and its availability for use on Devices and through other Google services, Google and its affiliates may include visual elements from Your Product (including characters and videos of game play) and Developer Brand Features (a) within Google Play, on Devices, and in any Google-owned online or mobile properties; (b) in online, mobile, television, out of home (e.g. billboard), and print advertising formats outside Google Play; (c) when making announcements of the availability of the Product; (d) in presentations; and (e) in customer lists which appear either online or on mobile devices (which includes, without limitation, customer lists posted on Google websites)

6.4 Google grants to Developer a limited, nonexclusive, worldwide, royalty- free license to use the Android Brand Features for the term of this Agreement solely for marketing purposes and only in accordance with the Android Brand Guidelines.

6.5 If this Agreement is terminated for any reason in accordance with Section 10, or if You discontinue the distribution of specific Products via Google Play, Google will cease use of the discontinued Products' Brand Features pursuant to this Section 6, except as necessary to allow Google to effectuate reinstalls by users

7. Promotional Activities

7.1 Google may run promotional activities offering coupons, credits, and/or other promotional incentives for paid transactions and/or user actions for Your Products and in-app transactions solely in connection with Google Play promotions and, for gift card promotions, also on Google authorized third party channels ("**Promotion(s)**"), provided that (a) amounts payable to You will not be impacted; (b) there will be clear communication to users that the Promotion is from Google and not You; (c) the prices You establish will be clearly communicated to users; (d) any redemption of the Promotion will be fulfilled by Google or, for gift card Promotions, through a Google authorized third party; and (e) Google will be responsible for compliance with applicable law for the Promotion. To the extent prohibited by applicable law, Google will not condition or otherwise withhold Promotions, featuring, or marketing, based on whether You prioritize distributing Your apps on Google Play before other Android app stores

7.2 In addition to the rights granted in Section 6, You grant Google the right to use Your Brand Features (in the form and manner provided by You) for purposes of marketing Promotions in connection with Google Play and, for gift card Promotions, on Google authorized third-party channels; provided however, that Google will only use Brand Features owned by You on authorized third- party channels.

8. Product Takedowns

8.1 You may remove Your Products from future distribution via Google Play at any time, but You agree to comply with this Agreement and the Payment Processor's Payments Profile terms of service for any Products distributed via Google Play prior to removal, including, but not limited to, refund requirements. Removing Your Products from future distribution via Google Play does not (a) affect the rights of users who have previously purchased or downloaded Your Products; (b) remove Your Products from Devices or from any part of Google Play where previously purchased or downloaded applications are stored on behalf of users; or (c) change Your obligation to deliver or support Products or services that have been previously purchased or downloaded by users.

8.2 Notwithstanding Section 8.1, in no event will Google maintain on any portion of Google Play (including, without limitation, the part of Google Play where previously purchased or downloaded applications are stored on behalf of users) any Product that You have removed from Google Play and provided written notice to Google that such removal was due to (a) an allegation of infringement, or actual infringement, of any third party Intellectual Property Right; (b) an allegation of, or actual violation of, third party rights; or (c) an allegation or determination that such Product does not comply with applicable law (collectively "**Legal Takedowns**"). If a Product is removed from Google Play due to a Legal Takedown and an end user purchased such Product within a year (or a longer period as local consumer law mandates) before the date of takedown, at Google's request, You agree to refund to the end user all amounts paid by such end user for such Product.

8.3 Google does not undertake an obligation to monitor the Products or their content. If Google becomes aware and determines that a Product or any portion thereof (a) violates any applicable law; (b) violates this Agreement, applicable policies, or other terms of service, as may be updated in accordance with their terms; (c) violates terms of distribution agreements with device manufacturers and Authorized Providers; or (d) creates potential liability for, or may have an adverse impact on, Google or Authorized Providers (for example, if a Product has an adverse economic, reputational or security-related impact); then Google may reject, remove, suspend, limit the visibility of a Product on Google Play, or reclassify the Product from Google Play or from Devices. Google reserves the right to suspend and/or bar any Product and/or Developer from Google Play or from Devices. If Your Product contains elements that could cause serious harm to user devices or data, Google reserves the right to disable the Product or remove it from Devices on which it has been installed. If Your Product is rejected, removed, or suspended from Google Play or from Devices pursuant to this Section 8.3, then Google may withhold payments due to Developer. For information about the appeal process if Your Product is subject to a Legal Takedown or has been removed or suspended, please, see [here](#).

8.4 Google enters into distribution agreements with device manufacturers and Authorized Providers to place the Google Play software client application(s) on Devices. These distribution agreements may require the involuntary removal of Products in violation of the Device manufacturer's or Authorized Provider's terms of service.

9. Privacy and Information

9.1 Any data collected or used pursuant to this Agreement is in accordance with Google's [Privacy Policy](#).

9.2 In order to continually innovate and improve Google Play, related products and services, and the user and Developer experience across Google products and services, Google may collect certain usage statistics from Google Play and Devices including, but not limited to, information on how the Product, Google Play, and Devices are being used.

9.3 The data collected is used in the aggregate to improve Google Play, related products and services, and the user and Developer experience across Google products and services. Developers have access to certain data collected by Google via the Play Console and certain Google Play APIs. Google relies on the European Commission's Standard Contractual Clauses for transfers of personal data out of the European Economic Area, Switzerland, and the United Kingdom to countries which are not covered by an adequacy decision (e.g., the United States). By using Google Play, you agree to the [Google Controller-Controller Data Protection Terms](#). Your use of certain Google Play APIs may be subject to additional data transfer provisions or the specific, prevailing terms of service of Google Play APIs, such as the [Google Play Developer API Terms of Service](#).

10. Terminating this Agreement

10.1 This Agreement will continue to apply until terminated, subject to the terms that survive pursuant to Section 16.9, by either You or Google as set forth below.

10.2 You may terminate this Agreement at any time. If You terminate this Agreement, You will unpublish all of Your Products and cease Your use of the Play Console and any relevant developer credentials.

10.3 Google may terminate this Agreement with You immediately upon written notice or with thirty (30) days prior written notice if required under applicable law if (a) You have breached any provision of this Agreement, any non-disclosure agreement, or other agreement relating to Google Play or the Android platform; (b) Google is required to do so by law; (c) You cease being an authorized developer, a developer in good standing, or are barred from using Android software; (d) Google decides to no longer provide Google Play; or (e) You or Your Product pose a potential risk for economic, reputational, or security-related harm to Google, users, or other third-party partners. Where allowed under applicable law, Google may also terminate this Agreement with You for any reason with thirty (30) days prior written notice. If Google terminates this Agreement, You will no longer have access to the Play Console. More information on account termination is located [here](#).

10.4 After termination of this Agreement, Google will not distribute Your Product, but may retain and use copies of the Product for support of Google Play and the Android platform

11. Representations and Warranties

11.1 You represent and warrant that You have all Intellectual Property Rights in and to Your Product(s), including the right to monetize Your Product(s) on Your own behalf and not solely acting as an agent or appointee on behalf of any other person.

11.2 If You use third-party materials, You represent and warrant that You have the right to distribute the third party material in the Product. You agree that You will not submit material to Google Play that is subject to third party Intellectual Property Rights unless You are the owner of such rights or have permission from their rightful owner to submit the material.

11.3 You represent and warrant that, as the principal to the transaction with the user, You are solely responsible for compliance worldwide with all applicable laws and other obligations.

11.4 You represent and warrant that all information that You provide to Google or users in connection with this Agreement or Your Products will be current, true, accurate, supportable and complete

12. DISCLAIMER OF WARRANTIES

12.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND EXPRESSLY AGREE THAT THE PLAY CONSOLE AND GOOGLE PLAY ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND.

12.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR USE OF THE PLAY CONSOLE AND GOOGLE PLAY AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLAY CONSOLE AND GOOGLE PLAY IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

12.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, GOOGLE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND EXPRESSLY AGREE THAT GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT GOOGLE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

14. Indemnification

14.1 To the maximum extent permitted by law, You agree to defend, indemnify, and hold harmless Google, its affiliates, and their respective directors, officers, employees and agents, and Authorized Providers from and against any and all third party claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or accruing from (a) Your use of the Play Console and Google Play in violation of this Agreement; (b) infringement or violation by Your Product(s) of any Intellectual Property Right or any other right of any person; or (c) You or Your Product(s)' violation of any law.

14.2 To the maximum extent permitted by law, You agree to defend, indemnify, and hold harmless the applicable Payment Processors and Authorized Providers (which may include Google and/or third parties) and the Payment Processors' and Authorized Providers' affiliates, directors, officers, employees, and agents from and against any and all third party claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or accruing from Your distribution of Products via Google Play.

14.3 To the maximum extent permitted by law, You agree to defend, indemnify, and hold harmless Google, the applicable Payment Processor, and Authorized Provider, and each of their affiliates and their respective directors, officers, employees and agents, from and against any claims, actions, suits or proceedings as well as all losses, Taxes, liabilities, interest, penalties, or fines (including reasonable attorneys' fees) arising out of or accruing from any misdeclaration, misconfiguration, or miscategorization by You that impacts Taxes.

14.4. The indemnities in this section do not apply to the extent caused by Google's, Payment Processor's or Authorized Provider's (as applicable) negligence, wilful misconduct or breach.

15. Changes to the Agreement

15.1 Google may make changes to this Agreement with notice to Developer and the opportunity to decline further use of Google Play. You should look at the Agreement and check for notice of any

changes regularly.

15.2 Changes will not be retroactive. They will become effective, and will be deemed accepted by Developer, (a) immediately for those who become Developers after the notification is posted; or (b) for pre-existing Developers, on the date specified in the notice, which will be no sooner than 30 days after the changes are posted (except changes required by law which will be effective immediately).

15.3 If You do not agree with the modifications to the Agreement, You may terminate Your use of Google Play, which will be Your sole and exclusive remedy. You agree that Your continued use of Google Play constitutes Your agreement to the modified terms of this Agreement.

16. General Legal Terms

16.1 This Agreement, including any addenda You may have agreed to separately, constitutes the entire legal agreement between You and Google and governs Your use of Google Play and completely replaces any prior agreements between You and Google in relation to Google Play. Where required by applicable law, this does not affect liability for prior false, misleading or deceptive statements or misrepresentations. The English language version of this Agreement will control and translations, if any, are non-binding and for reference only.

16.2 You agree that if Google does not exercise or enforce any legal right or remedy contained in this Agreement (or which Google has the benefit of under any applicable law), this will not be taken to be a formal waiver of Google's rights and that those rights or remedies will still be available to Google.

16.3 If any court of law having the jurisdiction to decide on this matter rules that any provision of this Agreement is invalid, then that provision will be removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable.

16.4 You acknowledge and agree that each member of the group of companies comprising Google will be a third -party beneficiary to this Agreement and that such other companies will be entitled to directly enforce, and rely upon, any provision of this Agreement that confers a benefit on (or rights in favor of) them. Other than this, no other person or company will be a third -party beneficiary to this Agreement.

16.5 PRODUCTS ON GOOGLE PLAY MAY BE SUBJECT TO UNITED STATES' AND OTHER JURISDICTIONS' EXPORT CONTROL AND SANCTIONS LAWS AND REGULATIONS. YOU AGREE TO COMPLY WITH, AND NOT CAUSE GOOGLE TO VIOLATE, ALL EXPORT CONTROL AND SANCTIONS LAWS AND REGULATIONS THAT APPLY TO YOUR DISTRIBUTION OR USE

OF PRODUCTS, INCLUDING BUT NOT LIMITED TO (A) THE EXPORT ADMINISTRATION REGULATIONS MAINTAINED BY THE U.S. DEPARTMENT OF COMMERCE, (B) TRADE AND ECONOMIC SANCTIONS MAINTAINED BY THE U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL, AND (C) THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS MAINTAINED BY THE U.S. DEPARTMENT OF STATE. THESE LAWS AND REGULATIONS INCLUDE RESTRICTIONS ON DESTINATIONS, USERS, AND END USE.

16.6 Except in the case of a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction), the rights granted in this Agreement may not be assigned or transferred by either You or Google without the prior approval of the other party. Any other attempt to assign is void.

16.7 If You experience a change of control, Google may, at its discretion, elect to immediately terminate this Agreement.

16.8 All claims arising out of or relating to this Agreement or Your relationship with Google under this Agreement will be governed by the laws of the State of California, excluding California's conflict of laws provisions. You and Google further agree to submit to the exclusive jurisdiction of the federal or state courts located within the county of Santa Clara, California to resolve any legal matter arising from or relating to this Agreement or Your relationship with Google under this Agreement, except that You agree that Google will be allowed to apply for injunctive relief in any jurisdiction. To the extent required under applicable law, You may have other ways to resolve disputes with Google as described in the [Developer Program Policies](#). If You are accepting the Agreement on behalf of a United States government entity or a United States city, county, or state government entity, then the following applies instead of the foregoing: the parties agree to remain silent regarding governing law and venue.

16.9 Sections 1 (Definitions), 6.5, 10.4, 11 (Representations and Warranties), 12 (Disclaimer of Warranties), 13 (Limitation of Liability), 14 (Indemnification), and 16 (General Legal Terms) will survive any expiration or termination of this Agreement.

EXHIBIT 5

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Shirley Perlmutter
United States Register of Copyrights and Director

Registration Number

TX 9-220-420

Effective Date of Registration:

December 19, 2022

Registration Decision Date:

February 06, 2023

Title

Title of Work: Blood Pressure App - In-app text and information

Completion/Publication

Year of Completion: 2021

Date of 1st Publication: November 19, 2021

Nation of 1st Publication: United States

Author

• Author: AKRURA PTE. LTD
Author Created: XML
Work made for hire: Yes
Citizen of: Singapore

Copyright Claimant

Copyright Claimant: AKRURA PTE. LTD
77 HIGH STREET, #09-13, HIGH STREET PLAZA, Singapore, 179433,
Singapore

Limitation of copyright claim

Material excluded from this claim: text

New material included in claim: XML

Rights and Permissions

Organization Name: AKRURA PTE. LTD.
Email: dev@akrura.ltd

Certification



NC001T0E6D

NOTARIAL CERTIFICATE

TO ALL TO WHOM these presents shall come

I, Darshan Singh Purain, NOTARY PUBLIC duly admitted, authorised to practise in the Republic of Singapore, DO HEREBY CERTIFY

AND ATTEST that annexed hereto is a **DECLARATION OF MINGYANG JIAO IN SUPPORT OF PLAINTIFF'S RULE 55(b) MOTION FOR DEFAULT JUDGMENT** and there did appear before me, **MINGYANG JIAO** who did in my presence sign the **DECLARATION OF MINGYANG JIAO IN SUPPORT OF PLAINTIFF'S RULE 55(b) MOTION FOR DEFAULT JUDGMENT** on 5th day of March 2024.

I DO HEREBY FURTHER CERTIFY that the signature of **MINGYANG JIAO** is the true and proper handwriting of the aforesaid person.

I verily certify that the attached is a true Original.

IN FAITH AND TESTIMONY whereof I the said notary have subscribed my name and set and affixed my seal of office at Singapore, this 5th day of March 2024.

NOTARY PUBLIC
SINGAPORE



By virtue of Rule 8(3)(c) of the Notaries Public Rules, a Notarial Certificate must be authenticated by the Singapore Academy of Law in order to be valid.

With effect from 16 September 2021, a Notarial Certificate shall be deemed to be validly authenticated by the affixing of an Apostille to the back of the Notarial Certificate.

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

This **Apostille** only certifies the authenticity of the signature, seal or stamp and the capacity of the person who has signed the attached Singapore public document, and, where appropriate, the identity of the seal or stamp. It does not certify the authenticity of the underlying document.

If this document is to be used in a country not party to the Hague Convention of the 5th of October 1961, it should be presented to the consular section of the mission representing that country.

To verify this **Apostille**, go to<https://legalisation.sal.sg>

or scan QR code:



Verification code: 15165189

1. Country:	Singapore
This public document	
2. Has been signed by:	Darshan Singh Purain
3. Acting in the capacity of:	Notary Public
4. Bears the seal/stamp of:	Notary Public
Certified	
5. At:	Singapore Academy of Law
6. The:	5th March 2024
7. By:	Melissa Goh, Director, Trust Services, SAL
8. No.:	AC00IT0HQJ
9. Seal/Stamp:	10. Signature:
	



1
2 UNITED STATES DISTRICT COURT
3 CENTRAL DISTRICT OF CALIFORNIA

4 AKRURA PTE. LTD, a Singapore
5 company,

6 Plaintiff,

7 v.

8 APERO TECHNOLOGIES GROUP, a
9 Vietnam company, BEGAMOB
10 GLOBAL, and TRUSTED TOOLS &
11 UTILITIES APPS,

12 Defendants.
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Case No.: 2:23-cv-000102-JLS-KS

**DECLARATION OF MINGYANG
JIAO IN SUPPORT OF PLAINTIFF'S
RULE 55(b) MOTION FOR DEFAULT
JUDGMENT**

Dist. Judge: Hon. Josephine L. Staton

Mag. Judge: Hon. Karen L. Stevenson

DECLARATION OF MINGYANG JIAO IN SUPPORT OF PLAINTIFF'S
RULE 55(b) MOTION FOR DEFAULT JUDGMENT



A handwritten signature in blue ink, likely belonging to Mingyang Jiao, the declarant.

1 I, Mingyang Jiao, declare under penalty of perjury that the contents of this
 2 Declaration are true and accurate. If called upon, I am competent to testify as to
 3 the matters contained herein.

4 1. I am the founder and manager of Akrura PTE. LTD ("Plaintiff").

5 2. I submit this Declaration in support of Plaintiff's Rule 55(b) Motion
 6 for Default Judgment against defendants Begamob Global ("Begamob") and
 7 Trusted Tools & Utilities Apps ("Tools").

8 3. Plaintiff is the creator and copyright owner of the Blood Pressure
 9 mobile application ("BP App") at issue in this case.

10 4. Plaintiff has a U.S. Copyright registration for the BP App. (Reg. No.
 11 TX-9-220-420), effective as of December 19, 2022.

12 5. Plaintiff started offering the BP App on Google Play on November
 13 17, 2021 and quickly generated considerable traffic and advertising U.S. revenue.

14 6. As a mobile application developer offering a product on Google Play,
 15 I was required to and did sign a Google Play Developer Distribution Agreement
 16 and consent to the exclusive jurisdiction of the federal or state courts in California
 17 to resolve any legal matters arising from my relationship with Google.

18 7. The majority of my revenue from the BP App is attributable to U.S.
 19 downloads and traffic generated in the United States.

20 8. Defendants Begamob and Tools copied my original BP App from
 21 Google Play and started offering on Google Play infringing copies on September
 22 20, 2022 and September 26, 2022, respectively.

23 9. In addition, Defendant Begamob posted advertisements and marketing
 24 videos about its infringing app on Facebook, targeting the U.S. market.

25 10. Since Defendants started offering their infringing apps, Plaintiff has
 26 lost 20 % of its U.S. revenue.



A handwritten signature in blue ink, likely of the plaintiff Mingyang Jiao, located at the bottom right of the page.

Executed this 5th day of March, 2024, at Singapore.


Mingyang Jiao

