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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 BEGAMOB GLOBAL and TRUSTED
27 TOOLS & UTILITIES APPS,

28 Defendants.

Case No.: 2:23-cv-000102

AMENDED COMPLAINT

Judge: Hon. Josephine L. Staton

Magistrate Judge: Hon Karen L.
Stevenson

1 Plaintiff Akrura PTE. LTD (“Plaintiff”), by and through its attorneys of
2 record, alleges the following against Defendants, Begamob Global (“Begamob”) and Trusted Tools & Utilities Apps (“Tools”), upon information and belief:

3
4 **THE PARTIES**

5 1. Plaintiff has its principal place of business at 7 One-North Gatgeway,
6 #01-03, Singapore 138642.

7 2. Plaintiff was founded and is currently managed by Mingyang Jiao.

8 3. Plaintiff is the creator and copyright owner of the Blood Pressure
9 mobile application (“Original App”) and offers the Original App on Google Play
10 through the QR Code Scanner developer account.

11 4. Plaintiff has a valid U.S. copyright registration for the Original App
12 (Reg. No. TX 9-220-420). **Exhibit A.**

13 5. Upon information and belief, Defendant Begamob is a mobile
14 application developer that offers mobile applications on Google Play. Begamob
15 has a website at <http://www.begamob.com> and uses the email address
16 info@begamob.com.

17 6. Plaintiff was unable to obtain verifiable information about Begamob’s
18 place of business. Upon information and belief, Begamob may be operating from
19 Singapore or Vietnam.

20 7. Begamob offers on Google Play the infringing mobile application
21 Blood Pressure Tracker App (“Infringing Begamob App”).

22 8. Upon information and belief, Defendant Tools is a mobile application
23 developer that offers mobile applications on Google Play.

24 9. Defendant Tools does not appear to have a website but uses the email
25 address liveroyalstudio.inc@gmail.com.

26 10. Plaintiff was unable to obtain verifiable information about Tools’
27 place of business. Upon information and belief, Tools may be operating from a
28 location in Asia.

1 11. Tools offers on Google Play the infringing mobile application
2 Blood Pressure App: BP Monitor (“Infringing Tools App”).

3 **JURISDICTION AND VENUE**

4 12. The Court has subject matter jurisdiction over this action pursuant to
5 28 U.S.C. § 1331 (federal question jurisdiction) and 28 U.S.C. § 1338 (action
6 arising under an Act of Congress relating to copyrights).

7 13. This action is brought under the Copyright Act of 1976, as amended
8 (17 U.S.C. § 101 et seq.).

9 14. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because
10 this is the judicial district where: (i) Defendants are conducting business and
11 committing copyright infringement and other illegal acts, giving rise to the
12 referenced claims; and (ii) Defendants are subject to personal jurisdiction.

13 15. Defendants are not residents of the United States. Therefore, pursuant
14 to 28 § U.S.C. 1391(c)(3), Defendants may be sued in any judicial district,
15 including this District.

16 16. Defendants launched their infringing apps on Google Play. As
17 mobile application developers, Defendants were required to sign a Google Play
18 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.” **Exhibit B**, Sec. 16.8.

22 17. Defendants made their infringing mobile applications available in the
23 United States (which has the highest Google Play traffic and downloads, indicating
24 the highest profit potential) and California (which has the largest population in the
25 U.S., indicating the highest profit potential).

26 18. After Plaintiff had launched its Original App on Google Play in
27 November 2021 and generated considerable user traffic and advertising income,
28 Defendants surreptitiously launched their infringing apps in September 2022, using

1 the same content as Plaintiff's product and targeting the same U.S. consumers on
2 Google Play. Defendant Begamob also advertised its infringing app on Facebook.

3 19. Defendants have caused consumers in the United States and this
4 District to download Defendants' infringing apps. Defendants were compensated
5 by the advertising income generated by their illegal activities. Defendants thus
6 caused a decrease in Plaintiff's active users and daily downloads, which in turn
7 resulted in a material decrease in Plaintiff's U.S. revenue.

8 20. Defendants thus purposefully availed themselves of the benefits of
9 the United States and this District. And Defendants wrongfully injured Plaintiff by
10 soliciting and transacting their illegal business with the stolen copyrighted content
11 here.

12 **BACKGROUND FACTS**

13 21. On November 17, 2021, Plaintiff released the Original App on Google
14 Play and quickly started generating considerable user traffic and related advertising
15 income.

16 22. Defendants Tools and Begamob launched their infringing apps on
17 Google Play on September 20, 2022 and September 26, 2022, respectively.

18 23. After discovering the infringing apps, Plaintiff compared the Original
19 App with Defendants' apps and determined that Defendants had copied the
20 language and interface layout of the Original App.

21 24. On October 25, 2022, Plaintiff filed a DMCA Takedown Request with
22 Google regarding the Infringing Tools App. **Exhibit C.** In that request, Plaintiff
23 explained that the Infringing Tools App had copied Plaintiff's Original App,
24 including the language and user interface layout. *Id.* To support its statement,
25 Plaintiff submitted a side-by-side comparison of the two apps clearly showing that
26 Tools was using Plaintiff's content. *Id.*

27 25. On December 1, 2022, and December 13, 2022, Plaintiff filed a
28 DMCA Takedown Request with Google regarding the Infringing Begamob App.

1 **Exhibit D.** In that request, Plaintiff explained that the Infringing Begamob App
 2 had copied Plaintiff's Original App, including the language and user interface
 3 layout. *Id.* To support its statement, Plaintiff submitted a side-by-side comparison
 4 of the two apps clearly showing that Begamob was using Plaintiff's content. *Id.*

5 26. Although Google temporarily removed Defendants' infringing apps
 6 from Google Play, Google will inevitably reinstate those apps unless Plaintiff
 7 obtains a court order enjoining the infringing activity.

8 **FIRST CLAIM**

9 **Copyright Infringement (17 U.S.C. §§ 106 et seq.)**

10 27. Plaintiff incorporates by reference the allegations set forth in the
 11 preceding paragraphs.

12 28. Plaintiff is the creator and copyright owner of the Original App.

13 29. Plaintiff's app constitutes an original work and copyrightable subject
 14 matter pursuant to the Copyright Act, 17 U.S.C. §§ 101 et seq.

15 30. Plaintiff has complied with the registration requirements of 17 U.S.C.
 16 § 411(a) as the U.S. Copyright Office has issued for the Original App a Copyright
 17 Registration Certificate No. TX 9-220-420, effective as of December 19, 2022.
 18 *See Exhibit A.*

19 31. Plaintiff's copyrighted app is publicly available on the internet and
 20 has been available to Defendants since November 17, 2021.

21 32. Defendants copied and used the content of Plaintiff's Original App,
 22 including its language and interface layout, to create the infringing apps.

23 33. Defendants' infringing apps provide identical blood pressure reading
 24 and monitoring functions as Plaintiff's Original App.

25 34. A side-by-side comparison of Plaintiff's Original App and Tools'
 26 Infringing App shows that Tools copied the content of Plaintiff's Original App and
 27 that the two products are substantially similar and contain identical language
 28 excerpts. *See Exhibit C.*

1 35. A side-by-side comparison of Plaintiff's Original App and
2 Begamob's Infringing App shows that Begamob copied the content of Plaintiff's
3 Original App and that the two products are substantially similar and contain
4 identical language excerpts. *See Exhibit D.*

5 36. Plaintiff did not authorize Defendants to copy the content of the
6 Original App. Defendants thus unlawfully appropriated Plaintiff's protectable
7 expression and created counterfeits from Plaintiff's valuable content.

8 37. Plaintiff discovered Defendants' infringement of Plaintiff's Original
9 App in or around September 2022 and timely sent DMCA Takedown Requests to
10 Google. *See Exhibits C-D.*

11 38. Defendants' infringing conduct violates 17 U.S.C. §§ 106(1)-(3), (5)
12 and 17 U.S.C. § 501(a).

13 39. Defendants damaged Plaintiff by intentionally copying Plaintiff's
14 valuable content and using counterfeits to target the same U.S. consumers and tap
15 into Plaintiff's previously generated user traffic and related advertising income.

16 40. Defendants reaped the benefits of the unauthorized copying and
17 distribution of Plaintiff's original work in the form of revenue and other profits that
18 are driven by the sale of Defendants' infringing apps.

19 41. Defendants damaged Plaintiff by causing a significant decrease in
20 Plaintiff's Google Play active users and daily downloads, which led to a material
21 decrease in Plaintiff's U.S. revenue.

22 42. Defendants also damaged Plaintiff by offering their inferior
23 counterfeits to Plaintiff's U.S. consumer base, causing a current and long-term
24 reputational damage to Plaintiff.

25 43. Upon information and belief, Defendants' infringement has been
26 willful, intentional, and purposeful, and with indifference to Plaintiff's rights.

27 44. Defendants damaged Plaintiff in an amount to be determined at trial.
28

1 45. Unless enjoined and restrained by the Court, Defendants' conduct will
2 continue to cause Plaintiff irreparable injury that cannot be compensated by
3 monetary damages. Pursuant to 17 U.S.C. § 502, Plaintiff is entitled to a
4 preliminary and permanent injunction prohibiting further infringement of
5 Plaintiff's copyrighted work.

6 **SECOND CLAIM**

7 **Unjust Enrichment**

8 46. Plaintiff incorporates by reference the allegations set forth in the
9 foregoing paragraphs.

10 47. As a result of Defendants' infringing activities against Plaintiff,
11 Defendants have been unjustly enriched by tapping into Plaintiff's stream of
12 income from the same U.S. consumer base and taking away from Plaintiff's
13 revenue.

14 48. There is no express contract between Plaintiff and Defendants that
15 would allow Plaintiff to recover any damages.

16 49. Defendants retained the benefit of the unjust enrichment. Plaintiff is
17 entitled to recover from Defendants the amount by which Defendants were unjustly
18 enriched, including profits and advantages that Defendants have gained as a result
19 of their infringing conduct.

20 50. Plaintiff is entitled to recover damages based on Defendants' unjust
21 enrichment in an amount to be proven at trial.

22 **PRAYER FOR RELIEF**

23 51. Accordingly, Plaintiff prays for judgment against Defendants as
24 follows:

25 a) awarding a judgment in favor of Plaintiff against Defendants and
26 holding that Defendants' mobile applications are infringing Plaintiff's copyrighted
27 mobile application;
28

JURY TRIAL DEMAND

Dated: May 7, 2024

By: /s/ Mark S. Lee

Attorneys for Plaintiff
AKRURA PTE. LTD.

CERTIFICATE OF SERVICE

I hereby certify that on May 7, 2024, a true correct copy of the foregoing **AMENDED COMPLAINT** was served upon Defendants, pursuant to the Court's April 7, 2023 Order Granting Plaintiff's Ex Parte Motion for Alternative (Dkt. No. 24) as follows:

(1) Defendant Begamob Global – by emailing the Amended Complaint to info@begamob.com and mailing (via FedEx) the Amended Complaint 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 emailing the Amended Complaint to liveroyalstudio.inc@gmail.com and electronically publishing a link to the Amended Complaint.

By: /s/ Shelley Ivan
Shelley Ivan

EXHIBIT A

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

EXHIBIT B



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-notice@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 C

Shelley Ivan

From: Shelley Ivan
Sent: Friday, January 6, 2023 2:53 AM
To: Shelley Ivan
Subject: FW: Re: Your Request to Google [5-3967000033498]

----- Forwarded message -----

From: <removals@google.com>
Date: Tue, Oct 25, 2022 at 12:23 AM
Subject: Re: Your Request to Google [5-3967000033498]
To: <deepthought7.5m@gmail.com>

Hello,

Thanks for reaching out to us.

We've decided not to take action on this content. You could send your request straight to the individual who posted the content.

If you need more information about the individual who posted the content, you'll need to serve us with valid legal process. For more information about this, contact us at google-legal-support@google.com from the U.S., or internationalcivil@google.com from outside the U.S.

If you pursue legal action and the content is found to be illegal or ordered to be removed, you can send us the court order seeking removal using [this form](#).

Regards,

The Google Team

For more information about our content removal process access g.co/legal.

Report alleged copyright infringement

Country of residence
Singapore

Full legal name
Sherry Smith

Full legal name of the copyright holder you represent
QR Code Scanner.

Contact email address

deepthought7.5m@gmail.com

Identify and describe the copyrighted work

Dear Team,

I'm writing to report that an infringing app badly 100% Copied our original In-app Texts and UI Design WITHOUT any change. This high degree of coincidence is by no means an accident. We created all In-app Text by ourselves, we can provide all source evidence if needed.

Pursuant to Section 512(c) of the Digital Millennium Copyright Act("DMCA"), we would like to request immediate removal of this infringing app from the Google Play platform.

Many thanks in advance.

Regards,

Sherry

Where can we see an authorized example of the work?

<https://play.google.com/store/apps/details?id=bloodpressure.bloodpressureapp.bloodpressuretracker&hl=en&gl=us>

Allegedly infringing URLs

<https://play.google.com/store/apps/details?id=bloodpressureapp.bloodpressuremonitor.bloodpressuretracker>

Attach a screenshot of the allegedly infringing material

Violation Material.pdf

I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law.

Please check to confirm

The information in this notification is accurate and I swear, under penalty of perjury, that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please check to confirm

I understand that a copy of the notice may be sent to the developer of the affected content.

Please check to confirm

Signature

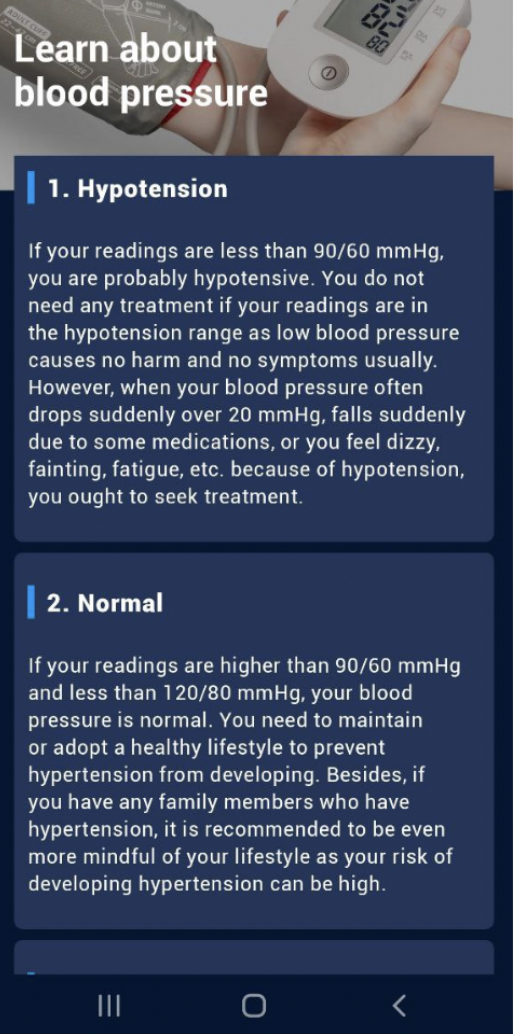
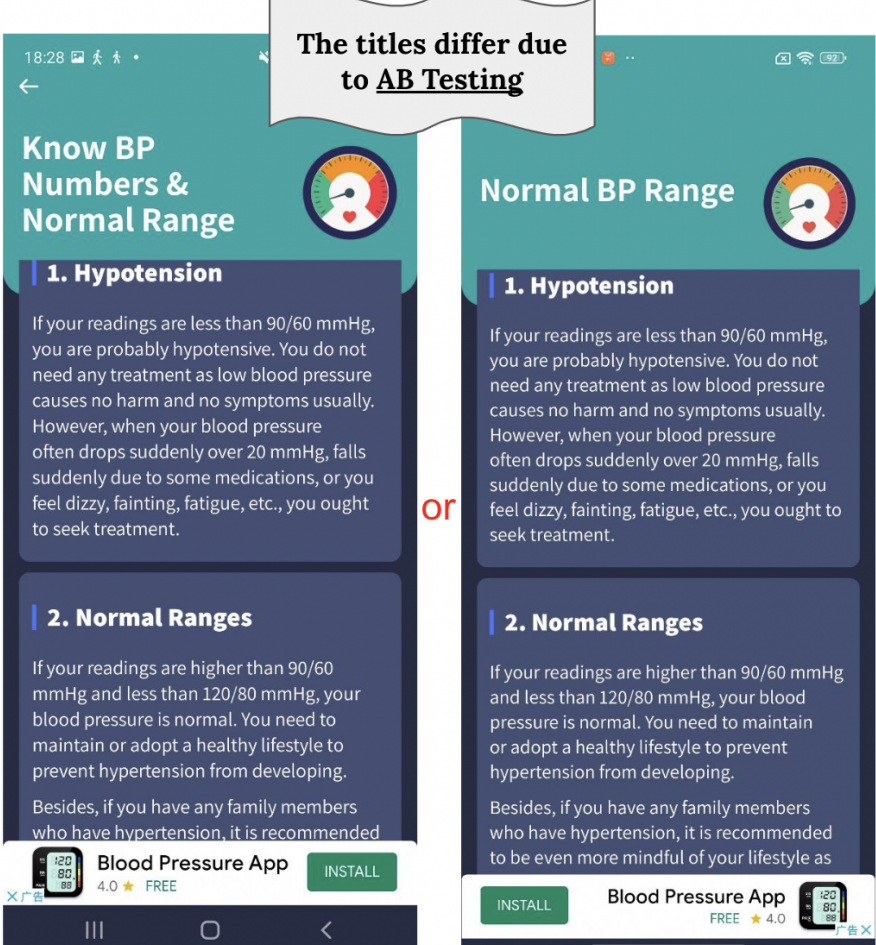
Sherry Smith

Our Original Creatives

Infringing Copies

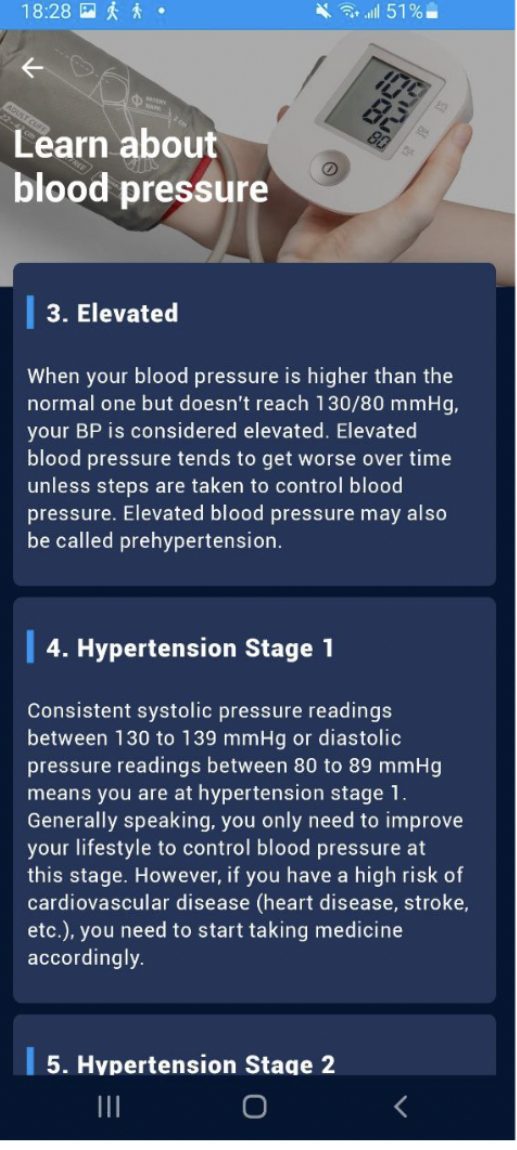
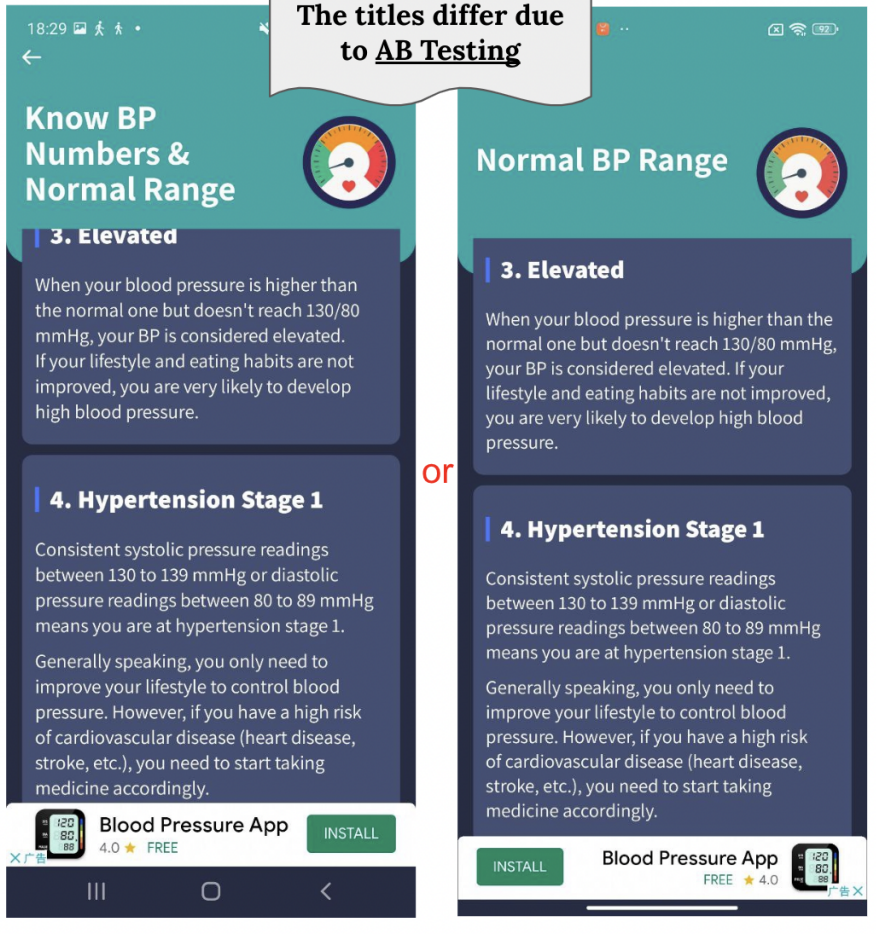
100% the Same

Totally the same copies of our articles as shown at right



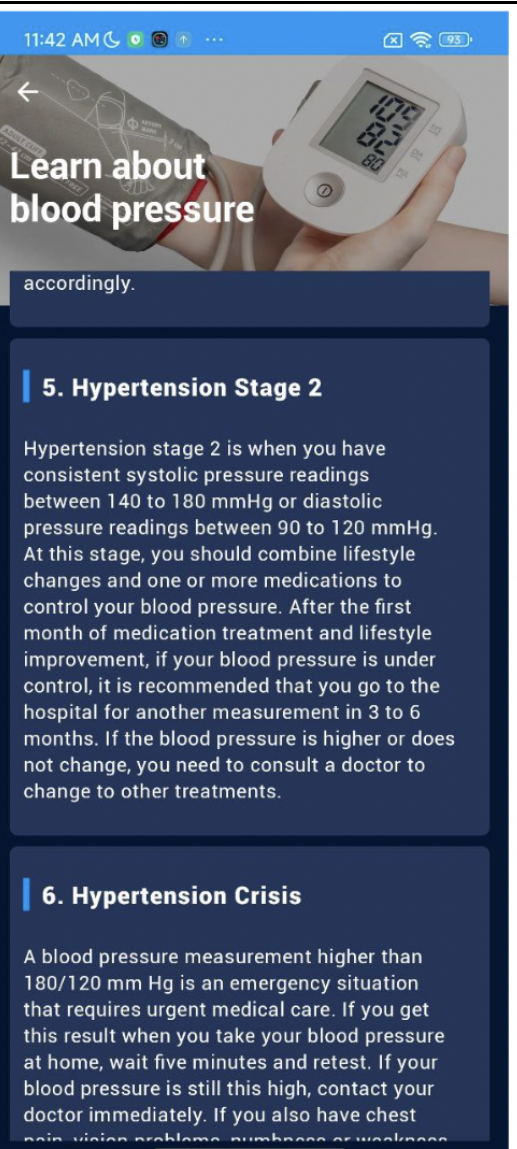
100% the Same

Totally the same copies of our articles as shown at right



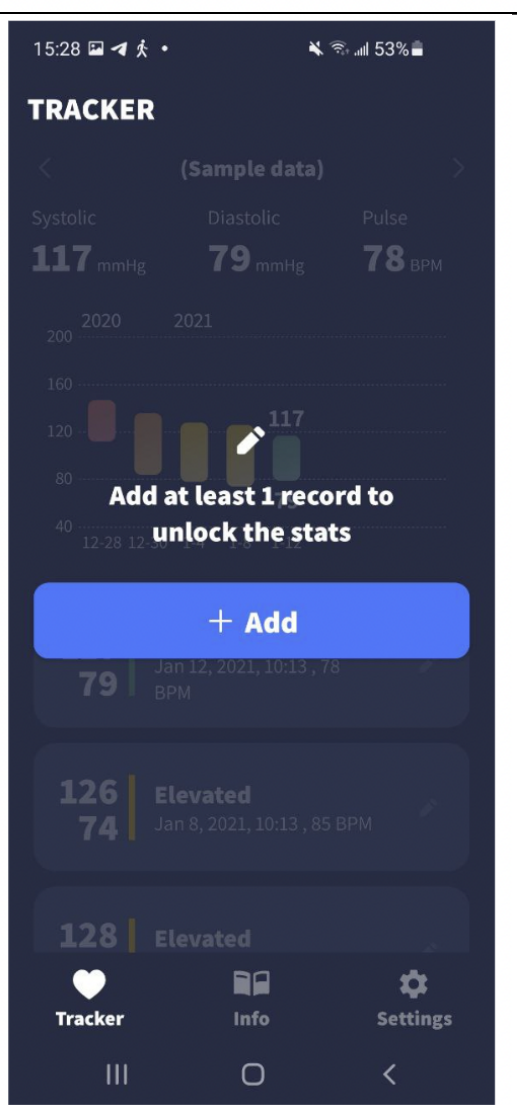
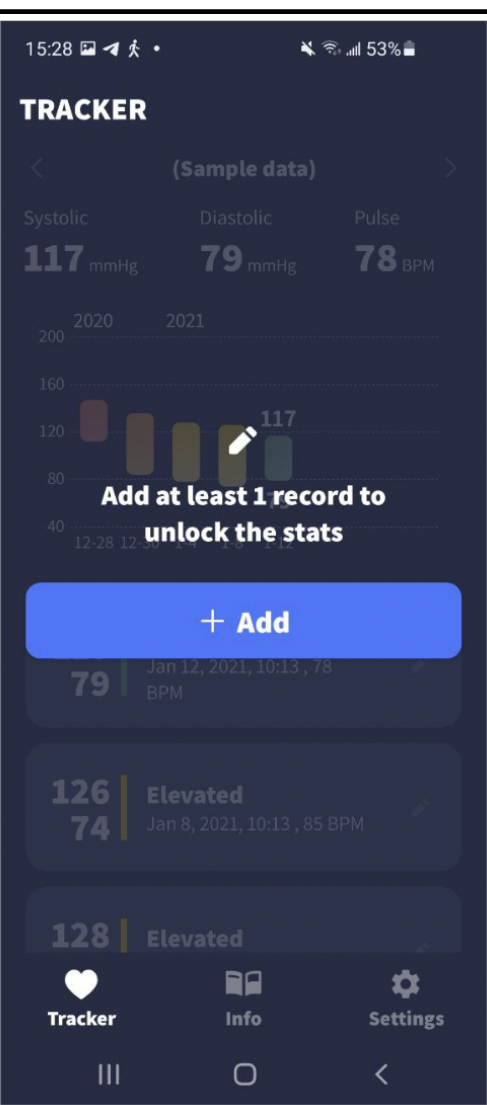
100% the Same

Totally the same copies of our articles as shown at right



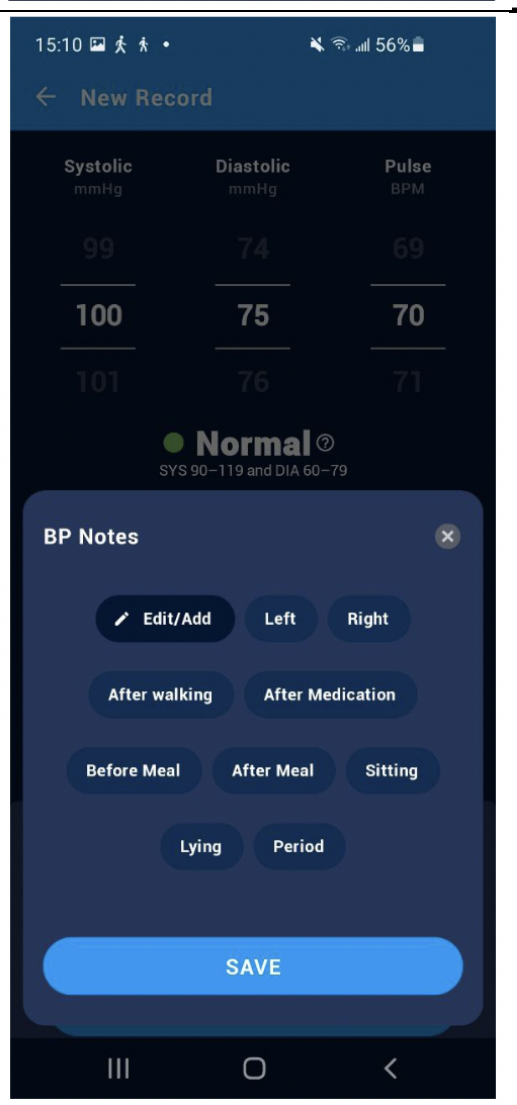
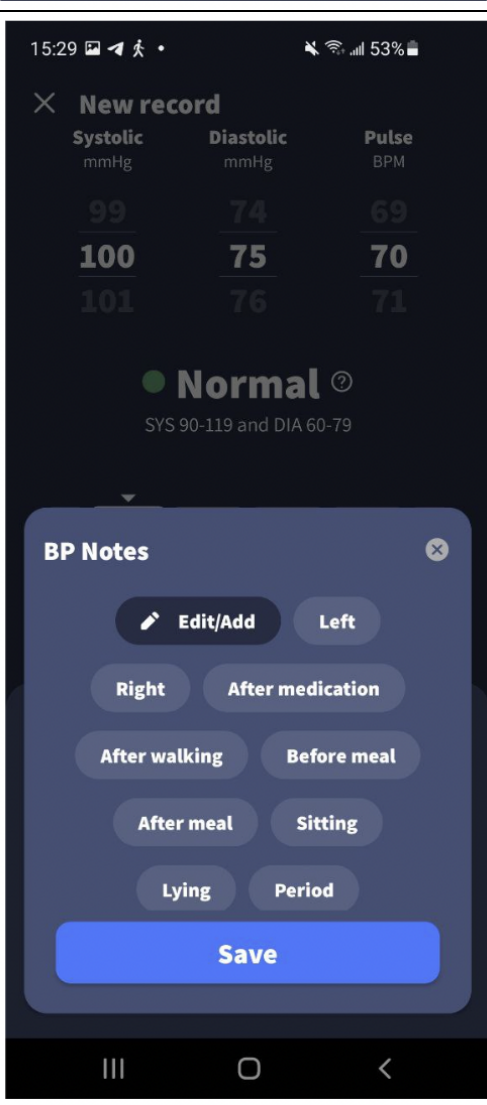
100% the Same

Totally the same copies of our user interface as shown at right



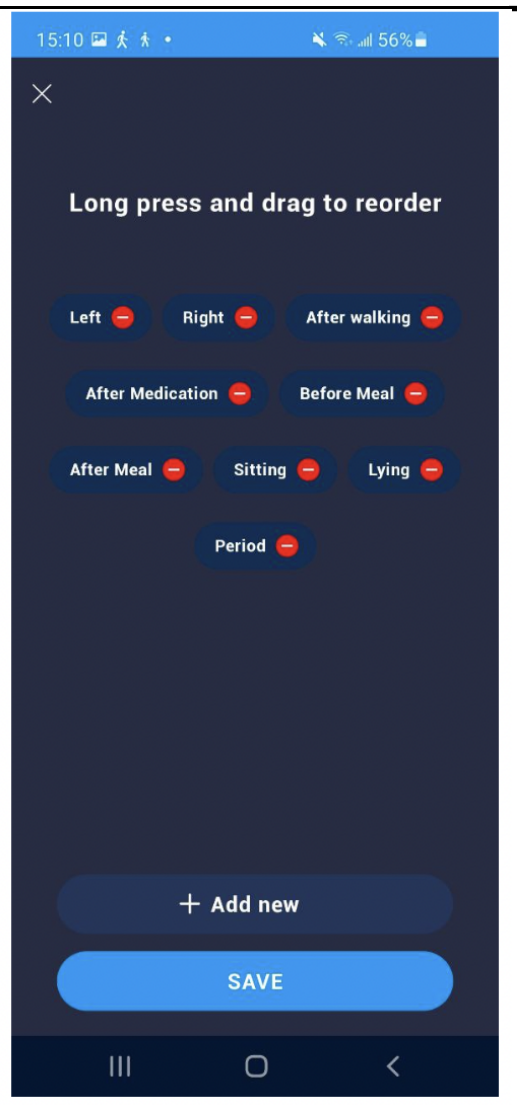
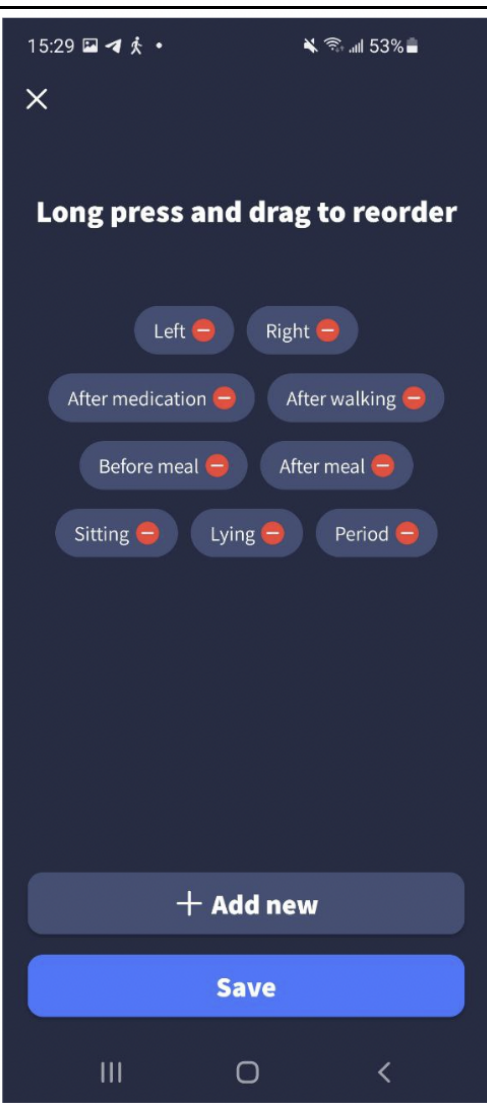
100% the Same

Totally the same copies of our user interface as shown at right



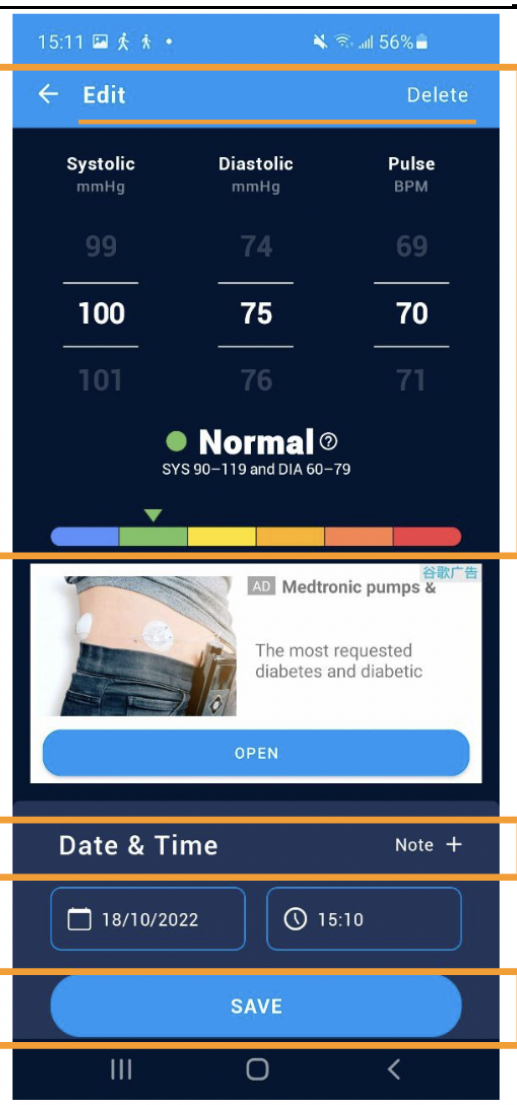
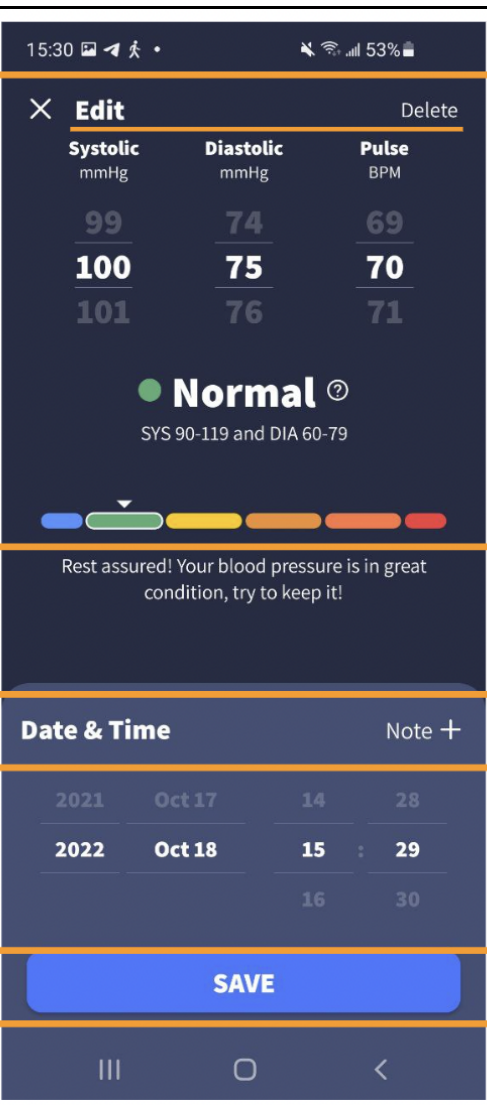
100% the Same

Totally the same copies of our user interface as shown at right

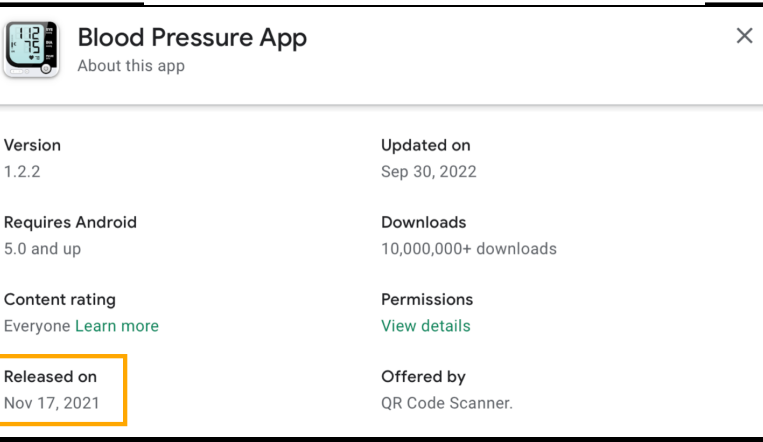


100% the Same

Totally the same copies of our user interface as shown at right



Our app was copyright protected for the **EARLIER RELEASE**



App	App Category	App Initial Release Date	App Last Version Update
Blood Pressure App: BP Monitor	Health & Fitness	Sep 20, 2022	Oct 5, 2022

EXHIBIT D

Shelley Ivan

From: Shelley Ivan
Sent: Friday, January 6, 2023 2:30 AM
To: Shelley Ivan
Subject: FW: Re: Your Request to Google [2-7084000033674]

----- Forwarded message -----

From: <removals@google.com>
Date: Thu, Dec 1, 2022 at 11:08 PM
Subject: Re: Your Request to Google [2-7084000033674]
To: <deepthought7.5m@gmail.com>

Hello,

Thanks for reaching out to us.

We've decided not to take action on this content. You could send your request straight to the individual who posted the content.

If you need more information about the individual who posted the content, you'll need to serve us with valid legal process. For more information about this, contact us at google-legal-support@google.com from the U.S., or internationalcivil@google.com from outside the U.S.

If you pursue legal action and the content is found to be illegal or ordered to be removed, you can send us the court order seeking removal using [this form](#).

Regards,

The Google Team

For more information about our content removal process access g.co/legal.

Report alleged copyright infringement

Country of residence
Singapore

Full legal name
Sherry Smith

Full legal name of the copyright holder you represent
QR Code Scanner.

Contact email address

deepthought7.5m@gmail.com

Identify and describe the copyrighted work

QR Code Scanner. is the Copyright owner of the source code and articles in the app.

The developer "Begamob Global" maliciously copied our string text on source code and in-app articles & UI design WITHOUT any changes.

We created all source code and articles by ourselves, we can provide all of the source evidence if needed. The infringing apps violated the Copyright basic protection, bringing negative impact.

Pursuant to Section 512(c) of the Digital Millennium Copyright Act ("DMCA"), we would like to request an immediate removal of these infringing apps from the Google Play platform. Your assistance in this matter is highly appreciated.

Details of our copyrighted applications and the infringing evidence are on the attachment. Many thanks in advance.

Regards,

Where can we see an authorized example of the work?

<https://play.google.com/store/apps/details?id=bloodpressure.bloodpressureapp.bloodpressuretracker&gl=us>

Allegedly infringing URLs

<https://play.google.com/store/apps/details?id=com.bloodpressure.tracker.app.bpmonitor.bptracker&gl=us>

Attach a screenshot of the allegedly infringing material

BP Infringement Material.pdf

I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law.

Please check to confirm

The information in this notification is accurate and I swear, under penalty of perjury, that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please check to confirm

I understand that a copy of the notice may be sent to the developer of the affected content.

Please check to confirm

Signature

Sherry Smith

----- Forwarded message -----

From: <removals@google.com>

Date: Tue, Dec 13, 2022 at 10:08 PM

Subject: Re: Your Request to Google [9-3832000033281]

To: <deepthought7.5m@gmail.com>

Hello,

Thanks for reaching out to us.

Regarding the following URLs:

<https://play.google.com/store/apps/details?id=com.bloodpressure.tracker.app.bpmonitor.bptracker>

We note that the developer in question has provided contact information in their application listing. Please confirm that you have first attempted to resolve this issue with the developer of the application in question by contacting them at info@begamob.com.

Regards,

The Google Team

For more information about our content removal process access q.co/legal.

Report alleged copyright infringement

Country of residence

Singapore

Full legal name

Ada Lee

Full legal name of the copyright holder you represent

QR Code Scanner.

Contact email address

deepthought7.5m@gmail.com

Identify and describe the copyrighted work

This infringing app uses our in-app articles without authorization.

Where can we see an authorized example of the work?

<https://play.google.com/store/apps/details?id=bloodpressure.bloodpressureapp.bloodpressuretracker>

Allegedly infringing URLs

<https://play.google.com/store/apps/details?id=com.bloodpressure.tracker.app.bpmonitor.bptracker>

Attach a screenshot of the allegedly infringing material

Infringement Material_1209.pdf

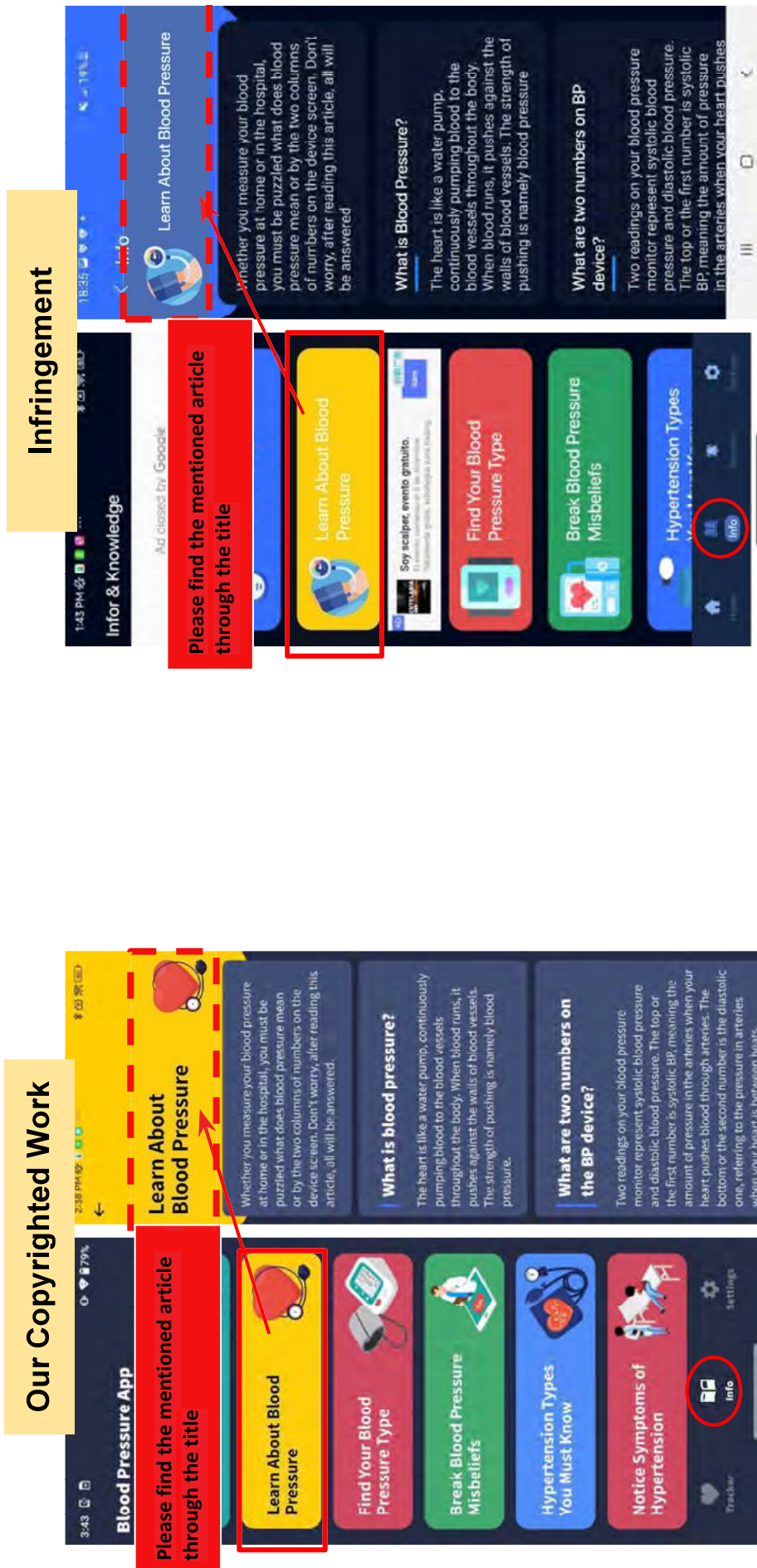
Report Intentional Plagiarism of Copyrighted In-app Articles



[Infringement Link](#)

Blood Pressure Tracker App

➤ To Find the **Mentioned Articles** Page 5 of 20 Page ID #:59



Article 1

Our Copyrighted Work

Page 6 of 20

Page 6 of 20

Page 6 of 20



Slide to see the complete text

100% plagiarized copyrighted in-app articles deliberately without any changes

Original Article**Learn About Blood Pressure**

Whether you measure your blood pressure at home or in the hospital, you must be puzzled what does blood pressure mean or by the two columns of numbers on the device screen. Don't worry, after reading this article, all will be answered.

<h1> What is blood pressure?

The heart is like a water pump, continuously pumping blood to the blood vessels throughout the body. When blood runs, it pushes against the walls of blood vessels. The strength of pushing is namely blood pressure.

<h1>What are two numbers on the BP device?

Two readings on your blood pressure monitor represent systolic blood pressure and diastolic blood pressure. The top or the first number is systolic BP, meaning the amount of pressure in the arteries when your heart pushes blood through arteries. The bottom or the second number is the diastolic one, referring to the pressure in arteries when your heart is between beats.

Reference

In the most basic terms, when your heart beats, it pumps blood throughout your body, supplying it with the oxygen and energy it needs. As your blood moves, it pushes against the sides of your blood vessels. The strength of this pushing is what is known as blood pressure.

Normal blood pressure is vital to life. Without the pressure that forces our blood to flow around the circulatory system, no oxygen or nutrients would be delivered through our arteries to the tissues and organs.

When you get your blood pressure numbers, there are two of them. The first, or "top" one, is your systolic blood pressure. The second, or "bottom," one is diastolic blood pressure. Knowing both is important and could save your life.

The top number refers to the amount of pressure in your arteries during the contraction of your heart muscle. This is called systolic pressure.

The bottom number refers to your blood pressure when your heart muscle is between beats. This is called diastolic pressure.

Reference Website

<https://www.matherhospital.org/wellness-at-mather/diseases-conditions/cardiology-101-what-does-blood-pressure-really-mean/>

<https://www.medicalnewstoday.com/article/s/270644>

<https://www.webmd.com/hypertension-high-blood-pressure/guide/diastolic-and-systolic-blood-pressure-know-your-numbers#1>

<https://www.healthline.com/health/high-blood-pressure-hypertension/blood-pressure-reading-explained>

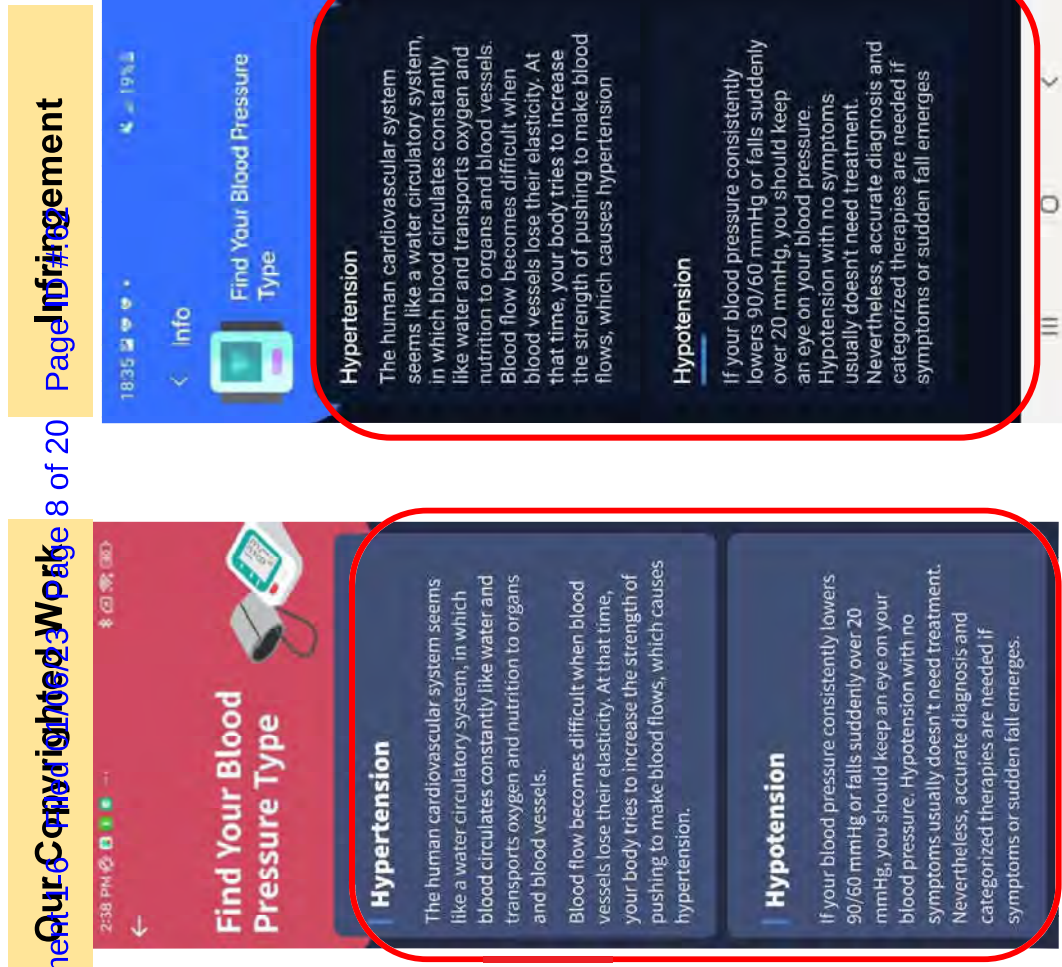
Above is the **editing process of our original articles:**
Our team created all the articles by ourselves with the detailed reference information as shown right

Article 2

Case 2:23-cv-00102 Document 51-4

Our copyrighted work is being used without our permission. Page 8 of 20

Page 8 of 20



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Proof of Originality**Original Article**

Find Your Blood Pressure Type	Reference	Reference Website
<p><h1> Hypertension</p> <p>The human cardiovascular system seems like a water circulatory system, in which blood circulates constantly like water and transports oxygen and nutrition to organs and blood vessels.</p> <p>Blood flow becomes difficult when blood vessels lose their elasticity. At that time, your body tries to increase the strength of pushing to make blood flows, which causes hypertension.</p> <p><h1> Hypotension</p> <p>If your blood pressure consistently lowers 90/60 mmHg or falls suddenly over 20 mmHg, you should keep an eye on your blood pressure. Hypotension with no symptoms usually doesn't need treatment. Nevertheless, accurate diagnosis and categorized therapies are needed if symptoms or sudden fall emerges.</p>	<p>Low blood pressure is a reading of less than 90/60mmHg. It does not always cause symptoms, but you may need treatment if it does.</p> <p>Blood pressure is the amount of force exerted on the artery walls by the pumping blood. High blood pressure (hypertension) means that your blood is pumping with more force than normal through your arteries.</p>	<p>https://www.nhs.uk/conditions/low-blood-pressure-hypotension/</p> <p>https://www.betterhealth.vic.gov.au/health/conditionsandtreatments/blood-pressure-high-hypertension</p>

Above is the **editing process of our original articles:**

Our team created all the articles by ourselves with the detailed reference information as shown right

Article 3

Case 2:23-cv-00102 Document 1-6 Filed 01/06/23 Page 10 of 20 Page ID #:64

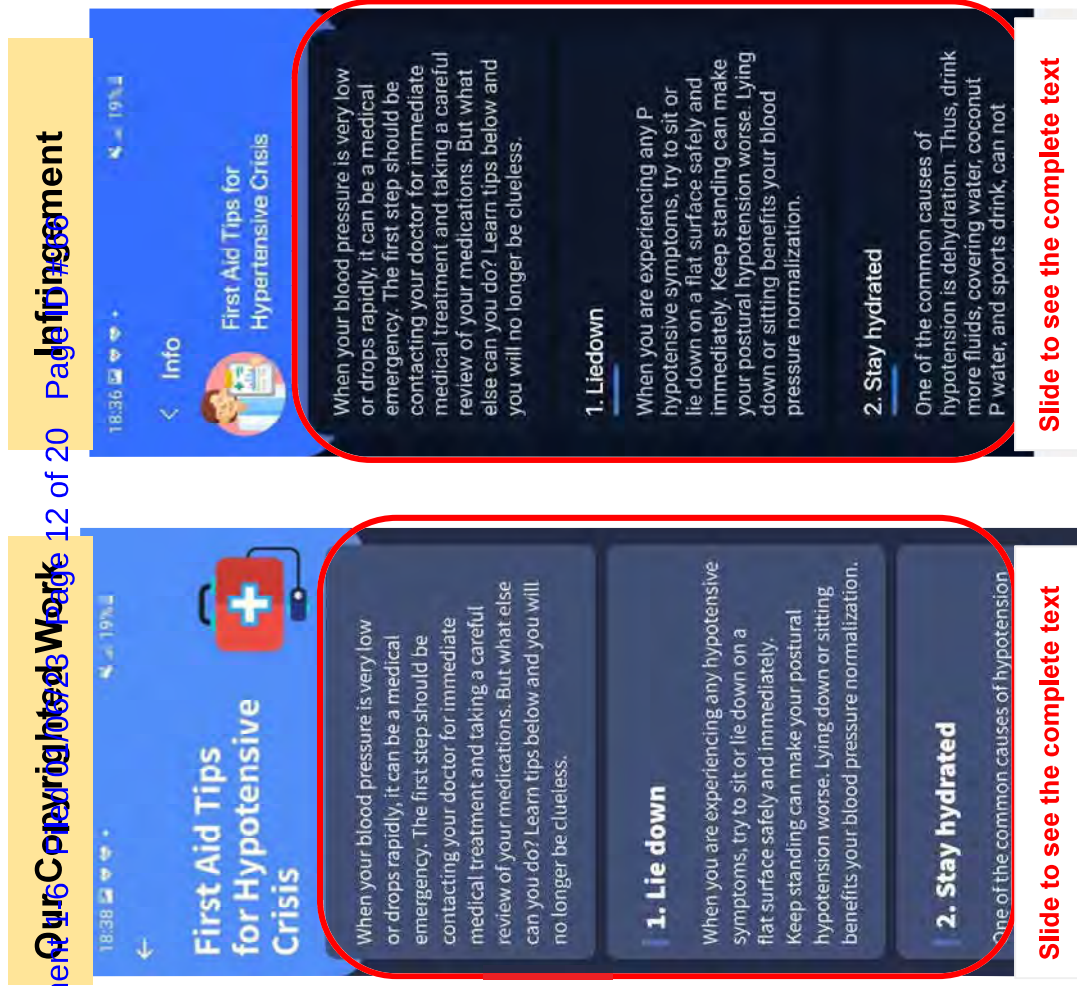
Our Copyrighted Work**Slide to see the complete text****Infringement****Slide to see the complete text****100% plagiarized copyrighted in-app articles deliberately without any changes**

Original Article

Break Blood Pressure Misbeliefs	Reference	Reference Website
<p>You may hear all kinds of myths about blood pressure. Believing in these myths can really make your blood pressure control vain or even make your situation worse. Below are 7 common misunderstands concerning blood pressure. Check out the following and stop believing them.</p>	<p>Low blood pressure isn't anything to worry about.</p> <p>Fact: Low blood pressure, or hypotension, can be a concern if it causes symptoms, such as dizziness, fainting, or even shock. Dizziness or fainting could lead to a serious fall. Shock, if not treated immediately, could end in death. However, it's true that low blood pressure is actually normal for some people.</p>	<p>https://www.healthgrades.com/right-care/high-blood-pressure/9-myths-about-blood-pressure</p>
<p><1>1. No worries if I have the low blood pressure</p> <p>Generally speaking, if you have hypotension, some small lifestyle changes can solve the problem. However, if you experience a sudden fall of over 20 mm-Hg or feel fainting, fatigue, blurred vision, etc., you are in need of professional treatment. If not treated immediately, the hypotension can be life-threatening.</p>	<p>A sudden fall in blood pressure can be dangerous. A change of just 20 mm Hg — a drop from 110 systolic to 90 mm Hg systolic, for example — can cause dizziness and fainting when the brain fails to receive enough blood. And big drops, such as those caused by uncontrolled bleeding, severe infections or allergic reactions, can be life-threatening.</p>	<p>https://www.mayoclinic.org/diseases-conditions/low-blood-pressure/symptoms-causes/syc-20355465#:~:text=Most%20doctors%20consider%20blood%20pressure,blood%20pressure%20can%20be%20dangerous.</p>
<p><1>2. I don't have hypertension if no symptoms emerge</p> <p>Do you know that hypertension is called the "silent killer"? It often runs silent and may have no symptoms, or the symptoms may be mild, which will not be taken seriously while it is causing great damage to your health.</p>	<p>High blood pressure often runs silent and deep, stealthily building and cloaking its symptoms. As it continues along its insidious path, it can affect organ function and lead to serious and deadly consequences.</p>	<p>https://www.franciscanhealth.org/community/blog/hypertension-high-blood-pressure-a-silent-killer</p>
<p>When the symptoms appear, it indicates that the heart, brain, kidney, blood vessel or other organs have been severely damaged and cannot maintain normal functions. At that time, the optimal treatment opportunity has been</p>	<p>Fact: High blood pressure doesn't have symptoms. In fact, nearly one-third of U.S. adults with high blood pressure don't even know they have it. A simple blood pressure measurement can find those affected, yet still</p>	<p>https://www.healthgrades.com/right-care/high-blood-pressure/9-myths-about-blood-pressure</p>

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Case 2:23-cv-00102 Document 51-4
Article 4



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Original Article

First Aid Tips for Hypotensive Crisis	Reference	Reference Website
<p>When your blood pressure is very low or drops rapidly, it can be a medical emergency. The first step should be contacting your doctor for immediate medical treatment and taking a careful review of your medications. But what else can you do? Learn tips below and you will no longer be clueless.</p>	<p>If you feel faint, you should immediately sit or lie down if you can do so safely.</p>	<p>https://www.bupa.co.uk/health-information/heart-blood-circulation/low-blood-pressure-hypotension</p>
<p><h1>1. Linedown</p> <p>When you are experiencing any hypotensive symptoms, try to sit or lie down on a flat surface safely and immediately. Keeping standing can make your postural hypotension worse. Lying down or sitting benefits your blood pressure normalization.</p>	<p>The moment you experience the giddiness, dizziness, black out or any other symptom of low blood pressure, lie down on a flat surface. Close your eyes for a few minutes or until you feel your pressure normalise.</p>	<p>https://www.bupa.co.uk/health-information/heart-blood-circulation/low-blood-pressure-hypotension</p>
<p><h1>2. Stay hydrated</p>	<p>Drink at least 2 to 3 litres of water every day. Besides this, include drinks like coconut water, bael ka sharbat and aam panna in your low blood pressure diet. These will give you the necessary electrolytes required to maintain the fluids in your body. Dehydration is a common cause of low blood pressure.</p>	<p>https://www.thehealthsite.com/diseases-conditions/first-aid-for-low-blood-pressure-b1215-356404/</p>
<p>One of the common causes of hypotension is dehydration. Thus, drinking more fluids, covering water, coconut water, and sports drink, can not only ease your dehydration but also helps maintain the fluids in your body. Besides, you can add a small amount of salt or sugar to improve your blood pressure or restore your glucose level.</p>	<p>You can even add a pinch of salt and sugar to the water. Sodium in the salt improves your blood pressure while sugar helps in restoring the glucose level (if caused due to low blood glucose or hypoglycaemia).</p>	<p>https://food.ndtv.com/health/home-remedies-for-low-blood-pressure-1287697</p>
<p><h1>3. Take adequate salt</p>	<p>Generally, the higher your sodium intake, the higher your blood pressure. Long-term, this can put an extra burden on your heart and blood vessels, so you should consult your doctor before adding too much sodium to your diet, as it may increase the chances of other cardiovascular conditions.</p>	<p>https://www.thehealthsite.com/diseases-conditions/first-aid-for-low-blood-pressure-b1215-356404/</p>
<p>Try eating more salty foods or licking a pinch of salt to let the sodium raise your blood pressure. You can also drink sports drinks or take oral rehydration salts (ORS) which can rehydrate you and provide salt as well as other electrolytes to improve your blood</p>	<p>Oral rehydration salts or ORS not only rehydrates the body but also supplies salt and other electrolytes, which helps in</p>	<p>https://www.thehealthsite.com/diseases-conditions/first-aid-for-low-blood-pressure-b1215-356404/</p>

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Original Article**First Aid Tips for Hypertensive Crisis**

There may be cases where blood pressure shoots up unexpectedly (systolic blood pressure reaching 180 and/or diastolic one reaching 120 mmHg) and emergency care is required. After calling for immediate medical service or during your waiting for the ambulance, what can be the first aid? No worries, we have prepared all the know-how for you.

<h1>1. Calm yourself down benefits blood pressure lowering

One thing all hypertension patients need to keep in mind is that lower stress means lower blood pressure. Researchers have found that relaxing fully for a few minutes can decrease systolic blood pressure by 10 mmHg or more. Thus, it is the most natural way to lower your blood pressure during hypertensive urgency. Below are some relaxation tips you can try:

- Stop your current task
- Take deep breaths
- Sit down or lie flat
- Listen to relaxing sounds
- Meditate

<h1>2. Take your blood pressure medication

If you are a hypertension patient, you must have blood pressure medicines that the doctor has prescribed for you. Medication is the main option for treating high blood pressure. Therefore, if you or your family members experience a hypertensive emergency, never forget to take medical treatment as soon as possible.

<h1>3. Sip a cup of hibiscus tea

Reference

"If you have high blood pressure (hypertension), without any complications, the first thing to do is to calm down and lie flat. Leave aside the task you were engaged in and slowly start taking deep breaths. This stress-relieving technique helps to bring down the blood pressure to a certain extent. Additionally, do not forget to take your antihypertensive medications for blood pressure that is uncontrolled by lifestyle changes and diet."

For some people, medication — in addition to lifestyle changes — is necessary to get blood pressure to a healthy level. Even so, stress management can be a helpful addition. In fact, a randomized, controlled trial of older adults showed that an eight-week program of relaxation response plus other stress management techniques lessened the amount of medication some of the participants needed to control their blood pressure. Fully relaxing your body and your mind for a few minutes a day could lower your systolic blood pressure (the top number of a blood pressure reading) by 10 points or more—at no cost, and with no side effects.

If you have temporary high blood pressure from exercise, stress or excitement, you can lower your blood pressure fast by returning your body to a calm state. Since stress can also trigger unhealthy habits, such as overeating or poor sleep, which contribute to high blood pressure, reducing stress can help lower high blood pressure naturally."

Take your blood pressure medication if your doctor has prescribed something for you.

Reference Website

https://www.medicinenet.com/how_to_lower_my_blood_pressure_immediately/article.htm

<https://www.health.harvard.edu/mind-and-mood/lower-stress-lower-your-blood-pressure>

<https://piedmonthealth.org/relax-your-way-to-lower-blood-pressure#:~:text=Fully%20relaxing%20your%20body%20and, and%20with%20no%20side%20effects.>

<https://www.healthgrades.com/right-care/high-blood-pressure/how-can-you-lower-high-blood-pressure-immediately>

<https://www.adityabirlacapital.com/healthinsuranc/active-together/2020/06/24/lower-blood-pressure-in-emergency/>

<https://www.adityabirlacapital.com/healthinsuranc/active-together/2020/06/24/lower-blood-pressure-in-emergency/>

<https://www.thedailymeal.com/healthy-eating/best-tea-lower-blood-pressure>

<https://www.webmd.com/heart/news/20081110/hibiscus-tea-may-cut-blood-pressure>

<https://www.livestrong.com/article/464240-chamomile-tea-and-blood-pressure/>

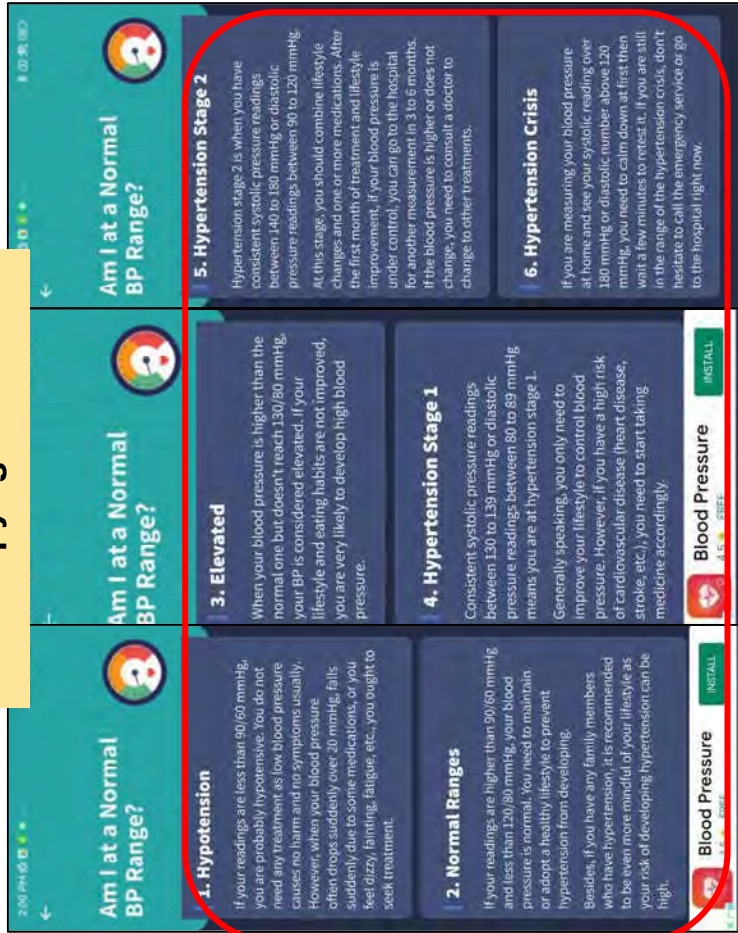
<https://www.webmd.com/hypertension-high-blood-pressure/news/20070703/dark-chocolate-may-help-blood-pressure>

<https://pumpingmarvellous.org/dark-chocolate>

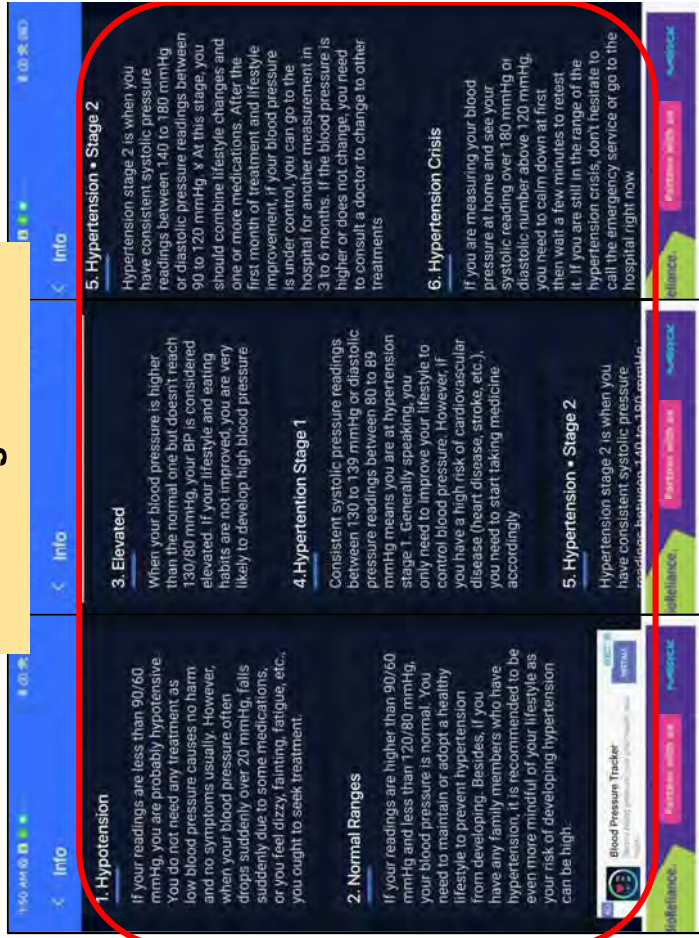
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Infringement



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Original Article

Am I at a normal BP range?	Reference	Reference Website
<p>What range can be determined as hypertension? If one of your readings reaches the standard for high blood pressure, but the other one does not, how to determine that? To define your blood pressure numbers, you can see the blood pressure category below.</p> <p><h1>1. Hypotension</p> <p>If your readings are less than 90/60 mmHg, you are probably hypotensive. You do not need any treatment as low blood pressure causes no harm and no symptoms usually. However, when your blood pressure often drops suddenly over 20 mmHg, falls suddenly due to some medications, or you feel dizzy, fainting, fatigue, etc., you ought to seek treatment.</p> <p><h1>2. Normal Ranges</p> <p>If your readings are higher than 90/60 mmHg and less than 120/80 mmHg, your blood pressure is normal. You need to maintain or adopt a healthy lifestyle to prevent hypertension from developing.</p> <p>Besides, if you have any family members who have hypertension, it is recommended to be even more mindful of your lifestyle as your risk of developing hypertension can be high.</p> <p><h1>3. Elevated</p> <p>When your blood pressure is higher than the normal one but doesn't reach 130/80 mmHg, your BP is considered elevated. If your lifestyle and eating habits are not improved, you are very likely to develop high blood pressure.</p>	<p>When you get your blood pressure numbers, there are two of them. The first, or "top" one, is your systolic blood pressure. The second, or "bottom," one is diastolic blood pressure.</p> <p>Knowing both is important and could save your life.</p> <p>The top number refers to the amount of pressure in your arteries during the contraction of your heart muscle. This is called systolic pressure.</p> <p>The bottom number refers to your blood pressure when your heart muscle is between beats. This is called diastolic pressure.</p> <p>A sudden fall in blood pressure can be dangerous. A change of just 20 mm Hg — a drop from 110 systolic to 90 mm Hg systolic, for example — can cause dizziness and fainting when the brain fails to receive enough blood. And big drops, such as those caused by uncontrolled bleeding, severe infections or allergic reactions, can be life-threatening.</p> <p>Low blood pressure is a reading of less than 90/60mmHg. It does not always cause symptoms, but you may need treatment if it does.</p> <p>Elevated blood pressure means that your blood pressure is slightly above what is considered normal. Some doctors refer to slightly elevated blood pressure as prehypertension. Elevated blood pressure will likely turn into high blood pressure (hypertension) unless you make lifestyle changes, such as getting more exercise and eating healthier foods.</p> <p>Anyone can have elevated blood pressure, even children, especially if they're overweight or obese.</p>	<p>https://www.webmd.com/hypertension-high-blood-pressure/quick-diastolic-apt</p> <p>https://www.healthline.com/health/high-blood-pressure-hypertension/blood-pre</p> <p>https://www.mayoclinic.org/diseases-conditions/low-blood-pressure/symptoms-causes/svc-20355465#--text=Most%20doctors%20consider%20blood%20pressure%20can%20be%20dangerous</p> <p>https://www.nhs.uk/conditions/low-blood-pressure-hypotension/-causes/svc-20376703</p> <p>https://www.mayoclinic.org/diseases-conditions/prehypertension/symptoms-causes/svc-20376703</p>

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About

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Infringement

About

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Package name: com.bloodpressure.tracker.app.bpmonitor.bptracker

Case 2:23-cv-00102 Document 1-6 Filed 01/06/23 Page 19 of 20 Page ID #:73



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