

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
23-1381

SAP Number  
\_\_\_\_\_

### Registrar of Voters

Department Contract Representative Stephenie Shea  
Telephone Number 387-2100

Contractor Apple Inc.  
Contractor Representative \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contract Term \_\_\_\_\_  
Original Contract Amount Non-Financial  
Amendment Amount \_\_\_\_\_  
Total Contract Amount \_\_\_\_\_  
Cost Center \_\_\_\_\_

**Briefly describe the general nature of the contract:** Non-financial Volume Content Terms licensing agreement with Apple Inc., with the revision date of July 27, 2023, including non-standard terms, at no cost, for the mobile device management of electronic poll books, automatically renewing for successive one-year terms until terminated by either party.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ Bonnie Uphold  
Bonnie Uphold, Supervising Deputy County Counsel

Date 11-20-2023

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ Stephenie Shea  
Stephenie Shea, Registrar of Voters

Date 11/21/23

## **VOLUME CONTENT TERMS**

These Volume Content Terms constitute a legal agreement between the entity entering into this agreement (“Your Institution”) and Apple (the “Agreement” or “Volume Content Terms”). Please read this Agreement carefully before using the services. By clicking “Agree” you are agreeing that you have read and understand this Agreement. If you do not have the legal authority to bind Your Institution or do not agree to these terms, do not click “Agree.”

Apple Inc. (“Apple”) is the provider of the Volume Content Service, which (a) for the App Store, permits approved business and educational institutions to purchase App Store Content in bulk solely for distribution to, and use by, persons employed by or affiliated with the institution, such as contractors, employees, agents, and, in the case of educational institutions, enrolled students authorized by you in accordance with the Apple Media Services Terms and Conditions, or (b) for Apple Books, permits either (i) approved educational institutions that are schools or school districts (excluding without limitation libraries) to purchase Apple Books Content in bulk, solely for distribution to, and use by, persons who are either employees, faculty or teacher’s aides (regardless of whether they are directly employed by the institution) at the institution or registered as students at the institution, or (ii) approved institutions solely for distribution to, and use by, persons employed by or affiliated with the institution, such as contractors, employees and agents, in accordance with the Apple Media Services Terms and Conditions, as applicable. Such App Store Content and Apple Books Content purchased in bulk are collectively defined as “Volume Content”. The end users affiliated with Your Institution to which you distribute the Volume Content, including without limitation accounts created as Managed Apple IDs, are collectively defined as “Authorized End Users”. You agree that your use of the Volume Content Service and the Volume Content will be subject to this Agreement, as well as the Apple Media Services Terms and Conditions (<http://www.apple.com/legal/internet-services/itunes/>), which are hereby incorporated by reference (collectively, “Terms”). In the event of any conflict or inconsistency, the Volume Content Terms shall control.

## **VOLUME CONTENT SERVICE**

You agree that you will only use an appropriately-privileged Managed Apple ID (e.g., administrator or content manager) for the purpose of purchasing, managing and distributing Volume Content from the Volume Content Service. You agree to provide accurate information in order to register Your Institution, such as company name, physical address, D-U-N-S number, corporate payment information or other information as requested.

## **TERRITORY SALES ONLY**

The Volume Content Service is available to you only in the United States, its territories, and possessions (the “Territory”).

Content Codes may only be redeemed by your Authorized End Users in the Territory. App Store Volume Content Codes may only be distributed to your Authorized End Users in the Territory,

but App Store Volume Content may be assigned via Managed Distribution (as defined below) to your Authorized End Users in any country where such Volume Content is commercially available, subject to change at any time. Your use of the Volume Content Service for the purchase of app content is solely with the App Store in the Territory, and any subsequent downloads or assignments shall not create a separate agreement or sales transaction between you and any other Apple entity. You agree that you shall not use the Volume Content Service to circumvent the laws of any country or restrictions set forth by providers of the Volume Content.

#### **PAYMENTS, TAXES, AND REFUND POLICY**

You agree that Your Institution will pay for all Volume Content purchased through your account, that you or any other purchaser on your account are authorized to make such purchases on behalf of the purchasing authority, and that Apple may charge your payment method for any Content purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing Apple with a valid payment method for payment of all fees. All fees will be billed to the payment method you designate during the registration process.

Your total price will include the price of the Volume Content plus any applicable sales tax based on the bill-to address and the sales tax rate in effect at the time of purchase. We will charge tax only in states where digital goods are taxable. You understand and agree that you shall be responsible for determining and paying any taxes or levies resulting from Your assignment of App Store Products to Authorized End Users in territories other than the territory in which Your Institution is registered.

If your order is placed on behalf of a tax-exempt organization or individual, please contact Support at <https://support.apple.com/business-education-programs>. Please be prepared to provide proof of tax exemption status.

All sales are final.

Prices for Volume Content offered via the Volume Content Service may change at any time, and the Volume Content Service does not provide price protection or refunds in the event of a price reduction or promotional offering.

If App Store Content or Apple Books Content becomes unavailable following a transaction but prior to initial download, your sole remedy is a refund. Should such refund be granted, Apple reserves the right to disable unused Content Codes (as defined below) and also the ability to assign Volume Content via Managed Distribution. If technical problems prevent or unreasonably delay delivery of your Volume Content, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Apple.

## **VOLUME CONTENT BALANCE**

Unused balances for Volume Content are not redeemable for cash and cannot be returned for a cash refund (except as required by law), resold, used to purchase Apple Gift Cards, or used in Apple Retail Stores.

Unused balances for Volume Content purchased in the United States may be redeemed through the Service only in the United States.

Apple is not responsible for lost or stolen balances for Volume Content. Apple reserves the right to close accounts and request alternative forms of payment if a purchase for Volume Content is fraudulently obtained or used on the Volume Content Service.

APPLE, AND ITS LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO YOUR BALANCE FOR VOLUME CONTENT, VOLUME CONTENT, VOLUME CONTENT CODES, OR THE VOLUME PURCHASE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS MAY NOT APPLY TO YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, AND YOU MAY ALSO HAVE ADDITIONAL RIGHTS.

## **AUDIT RIGHTS**

As Apple may audit the purchases of customers through the Volume Content Service to ensure that only eligible purchases have been ordered and that all purchase conditions and usage rules have been observed, you agree to keep complete and accurate records of all uses of the Volume Content you purchased. Should an audit disclose after delivery (or should Apple otherwise discover) that you were not an eligible purchaser at the time you placed your order or that you have not observed all of the conditions applicable to your purchase, Apple may:

- Disable your Managed Apple ID;
- If you placed your order by credit card, to charge to your credit card the difference between the amount you paid for the delivered goods and the price that Apple charged the general public for the same goods via the Volume Content Service, in effect on the date that you placed your order; and
- If you paid by a means other than credit card, to (a) invoice you for the difference between the amount that you paid for the delivered goods and the price that Apple charged the general public for the same goods via the Volume Content Service, payable in fifteen days from the date of the invoice, and (b), should you fail to pay the invoice when due, institute legal action against you in a court of competent jurisdiction, with the prevailing party entitled to attorneys' fees.

Should Apple not offer the specific products that you purchased through the Volume Content Service, your payment method will be charged or you will be invoiced the difference between the amount you paid for the delivered goods and the price that Apple charged the general public for the closest equivalent goods via the Volume Content Service, in effect on the date that you placed your order.

Apple shall have the right to request supplementary information and audit relevant records to confirm your compliance with the Terms.

### **CONTENT AVAILABILITY**

Apple reserves the right to change content options (including eligibility for particular features) without notice.

### **CONTENT DISTRIBUTION**

The Volume Content Service may be provided to your Authorized End Users either (i) via direct transmission to the Apple account or Managed Apple ID of each Authorized End User ("User Assignment"), (ii) via distribution of alphanumeric codes generated by Apple ("Content Codes") which are redeemable in the App Store for specific application content, or in Apple Books for specific book content; or (iii) for apps only, by assignment directly to an iOS, watchOS, iPadOS, macOS or tvOS device ("Device Assignment"), in which case (a) separate purchases must be made for each unique device (i.e. a single license may not be simultaneously shared by multiple devices); and (b) you shall be deemed the "end-user" for purposes of any End User License Agreements, Terms of Use, or other agreements engaged by your Authorized End Users relating to any App Store Volume Content. "Managed Distribution" means either User Assignment or Device Assignment.

Solely as an accommodation to you, Apple agrees to permit you to (1) use a single Content Code to sync App Store Content to multiple devices, up to the number of codes you have purchased (instead of having to redeem a separate code), provided you agree to sync no more copies than the number of codes you purchased; and (2) purchase multiple copies of the same Apple Books Content and distribute them for redemption by persons who are either employees, faculty or teacher's aides (regardless of whether they are directly employed by the institution) at the institution or registered as students at your school or school district. These accommodations may only be available for a limited period of time, and Apple makes no guarantee regarding the availability of these accommodations in the future.

### **MANAGED DISTRIBUTION**

Upon completion of your purchase of Volume Content, you will be entitled to assign the specific Apple Books Content or App Store Content that you have purchased in the quantity selected, each of which may be assigned to an Apple or Managed Apple ID account owned or controlled by you or one of your Authorized End Users or, in the case of App Store Volume Content, to a

unique device owned or controlled by you or one of your Authorized End Users. This entitlement will not expire, subject to availability of the specific products. Using a mobile device management system ("MDM"), you will be able to invite your Authorized End Users to associate their Apple account or device and, upon the Authorized End User's acceptance, you may assign Apple Books Content and App Store Content to them or, in the case of App Store Content, to their devices. In order to receive a product, your Authorized End Users must have a valid Apple or Managed Apple ID account (subject to acceptance of the Terms), and compatible hardware, software and Internet access.

For Apple Books Content: You may not use the Apple Books Content in a library-type lending scenario. YOU UNDERSTAND AND AGREE THAT THE OWNER OF THE APPLE ACCOUNT TO WHICH AN APPLE BOOKS PRODUCT IS ASSIGNED WILL BECOME THE OWNER OF THAT PRODUCT AND SHALL BE ENTITLED TO ALL ASSOCIATED RIGHTS, SUBJECT TO THE TERMS. SUCH PRODUCTS ARE NON-TRANSFERABLE.

For App Store Content: You will retain ownership of App Store Content regardless of whether it has been assigned to an Authorized End User's Apple Account, Managed Apple ID or a specific device ID. You may revoke the assignment and re-assign the App Store Content to another Authorized End User or device ID subject to certain service limitations. Once you have revoked an assignment from a particular user or device, that user or device will no longer be authorized to use the App Store Content.

## **CONTENT CODES**

For purchases, Apple may provide you with Content Codes in the quantity you specify when making your purchase, each of which may be redeemed (i) in the App Store for specific App Store Content purchased; or (ii) in Apple Books for specific Apple Books Content purchased. The Content Codes shall be provided to you electronically via email upon execution of your purchase and such Content Codes shall immediately become active for redemption by your Authorized End Users and shall not expire, subject to availability. You and/or your Authorized End Users may redeem the Content Code only in accordance with the Terms. Each Content Code for App Store Content must be redeemed to an Apple account owned and controlled by Your Institution or by one of your Authorized End Users. Each Content Code for Apple Books Content must be redeemed to an account owned or controlled by the Authorized End User. YOU UNDERSTAND AND AGREE THAT THE OWNER OF THE REDEEMING APPLE ACCOUNT WILL BECOME (i) FOR APP STORE CONTENT, THE LICENSEE OF THAT COPY OF THE CONTENT; AND (ii) FOR APPLE BOOKS CONTENT, THE OWNER OF THAT COPY OF THE CONTENT, AND SHALL BE ENTITLED TO ALL ASSOCIATED RIGHTS. SUCH LICENSES OR CONTENT ARE NON-TRANSFERABLE.

You may distribute the Content Codes only to your Authorized End Users and you agree to make the following Authorized End User Terms and Conditions, as applicable for the purchased content type, readily available on the instrument used to distribute the Content Codes (e.g. certificate, card, email):

For apps and/or books:

"Code is redeemable only in the App Store and/or Apple Books, as applicable, for the Territory. Requires an Apple account, subject to prior acceptance of license and usage terms. Compatible software and hardware, and internet access (fees may apply) required. Not for resale. Full terms apply: <http://www.apple.com/legal/internet-services/itunes.>"

## **VOLUME CONTENT RESTRICTIONS**

You may not resell or accept any form of compensation in exchange for distribution of Volume Content nor may you distribute or authorize distribution of the Volume Content to anyone other than your Authorized End Users. You shall be solely responsible for your use of the Volume Content, and for any loss or liability to the content provider or Apple therefrom. You may not export Apple Books or App Store Volume Content for use outside of the Territory, nor represent that you have the right or ability to do so; you may, however, assign App Store Volume Content to end-users outside of the Territory solely to the extent permitted by these Volume Content Terms. Risk of loss and transfer of title for the Volume Content pass to you upon electronic transmission to you. Apple reserves the right to close any and all applicable Apple accounts and request alternative forms of payment if Apple determines the Volume Content is fraudulently obtained or used. By using the Volume Content Service, you agree that you are acquiring Volume Content for use by you and your Authorized End Users on your behalf.

## **ELECTRONIC CONTRACTING**

Your use of the Volume Content Service includes the ability to enter into agreements and/or to make transactions electronically. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR INSTITUTION, AND TO LEGALLY BIND SUCH ENTITY TO THE TERMS AND OBLIGATIONS OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

To the extent permitted by applicable law, you agree to indemnify and hold harmless Apple, and upon Apple's request, defend Apple, its directors, officers, employees, independent contractors and agents (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs, including without limitation attorneys' fees and court costs, (collectively, "Losses") incurred by an Apple Indemnified Party and arising from or related to any of the following: (i) Your breach of any certification, covenant, obligation, representation or warranty made in this Agreement; (ii) Your use of the Volume Content

## **TÉRMINOS DE CONTENIDO VOLUMÉTRICO**

Las presentes Condiciones de Contenidos Volumétrico constituyen un acuerdo legal entre la entidad que suscribe el presente contrato ("Su Institución") y Apple (el "Contrato" o las "Condiciones de Contenidos Volumétricos"). Lea atentamente el presente Contrato antes de utilizar los servicios. Al hacer clic en "Aceptar", acepta haber leído y comprendido el presente Contrato. Si no tiene autoridad legal para vincular a su institución o no está de acuerdo con estos términos, no haga clic en "Aceptar".

Apple Inc. ("Apple") es el proveedor del Servicio de contenidos volumétricos, que (a) en el caso del App Store, permite a las empresas e instituciones educativas autorizadas comprar Contenidos del App Store al por mayor únicamente para su distribución y uso por parte de personas empleadas por la institución o afiliadas a ella, como contratistas, empleados, agentes y, en el caso de las instituciones educativas, estudiantes matriculados autorizados por usted de conformidad con los Términos y condiciones de los Servicios multimedia de Apple o (b) en el caso de Apple Books, permite a (i) instituciones educativas autorizadas que sean escuelas o distritos escolares (excluyendo, sin limitación, las bibliotecas) comprar Contenido de Apple Books al por mayor, únicamente para su distribución y uso por parte de personas que sean empleados, profesores o ayudantes de profesores (independientemente de si están directamente contratados por la institución) en la institución o inscritos como estudiantes en la institución, o (ii) instituciones autorizadas únicamente para su distribución y uso por parte de personas empleadas o afiliadas a la institución, tales como contratistas, empleados y agentes, de conformidad con los Términos y Condiciones de los Servicios Multimedia de Apple, según corresponda. Dicho Contenido de App Store y el Contenido de Apple Books adquirido al por mayor se definen colectivamente como "Contenido Volumétrico". Los usuarios finales afiliados a Su Institución a los que distribuya el Contenido Volumétrico, incluidas, entre otras, las cuentas creadas como ID Gestionadas de Apple, se definen colectivamente como "Usuarios Finales Autorizados". Usted acepta que el uso que haga del Servicio de contenidos Volumétricos y de los Contenidos Volumétricos estará sujeto al presente Contrato, así como a los Términos y condiciones de los Servicios Multimedia de Apple (<http://www.apple.com/legal/internet-services/itunes/>), que se incorporan al presente por referencia (colectivamente, los "Términos"). En caso de conflicto o incoherencia, prevalecerán las Condiciones de Contenido Volumétrico.

## **SERVICIOS DE CONTENIDO VOLUMÉTRICO**

Usted acepta que sólo utilizará un ID Gestionado de Apple con los privilegios adecuados (por ejemplo, administrador o gestor de contenidos) con el fin de comprar, gestionar y distribuir Contenidos Volumétricos desde el Servicio de Contenidos Volumétricos. Usted se compromete a proporcionar información precisa para registrar su institución, como el nombre de la empresa, la dirección física, el número D-U-N-S, la información de pago de la empresa u otra información que se solicite.

## **SÓLO VENTAS TERRITORIALES**

El Servicio de Contenidos Volumétricos sólo está disponible en Estados Unidos, sus territorios y posesiones (el "Territorio").

Los Códigos de contenido sólo pueden ser canjeados por sus Usuarios Finales autorizados en el Territorio. Los Códigos de Contenido Volumétricos de App Store sólo podrán distribuirse a sus Usuarios Finales Autorizados en el Territorio, pero el Contenido Volumétrico de la App Store podrá asignarse a través de la Distribución Gestionada (tal y como se define a continuación) a sus Usuarios Finales Autorizados en cualquier país en el que dicho Contenido Volumétrico esté disponible comercialmente, sujeto a cambios en cualquier momento. Su uso del Servicio de Contenidos Volumétricos para la compra de contenidos de aplicaciones es únicamente con la App Store en el Territorio y cualquier descarga o cesión posterior no creará un acuerdo o transacción de venta independiente entre usted y cualquier otra entidad de Apple. Usted acepta que no utilizará el Servicio de Contenidos Volumétricos para eludir las leyes de ningún país ni las restricciones establecidas por los proveedores de los Contenidos Volumétricos.

## **PAGOS, IMPUESTOS Y POLÍTICA DE REEMBOLSOS**

Usted acepta que Su Institución pagará todos los Contenidos Volumétricos adquiridos a través de su cuenta, que usted o cualquier otro comprador de su cuenta están autorizados a realizar dichas compras en nombre de la autoridad de compra y que Apple puede cargar en su método de pago cualquier Contenido adquirido y cualquier importe adicional (incluidos impuestos y recargos por demora, según corresponda) que pueda devengarse por su cuenta o en relación con ello. Usted es responsable del pago puntual de todas las tasas y de proporcionar a Apple un método de pago válido para abonarlas. Todas las tasas se facturarán al método de pago que designe durante el proceso de inscripción.

Su precio total incluirá el precio del Contenido Volumétrico más cualquier impuesto aplicable sobre las ventas basado en la dirección de facturación y el tipo impositivo vigente sobre las ventas al momento de la compra. Sólo cobraremos impuestos en los estados en los que los productos digitales estén sujetos a impuestos. Usted entiende y acepta que será responsable de determinar y pagar cualquier impuesto o gravamen resultante de Su asignación de Productos en la App Store a Usuarios Finales Autorizados en territorios distintos del territorio en el que esté registrada Su Institución.

Si su pedido se realiza en nombre de una organización exenta de impuestos o de un particular, póngase en contacto con el servicio de Atención al Cliente en <https://support.apple.com/business-education-programs>. Está preparado para proporcionar una prueba de exención de impuestos.

Todas las ventas son definitivas.

Los precios de los Contenidos Volumétricos ofrecidos a través del Servicio de Contenidos Volumétricos pueden cambiar en cualquier momento y el Servicio de Contenidos Volumétricos no ofrece protección de precios ni reembolsos en caso de baja de precios u oferta promocional.

Si el Contenido de la App Store o el Contenido de Apple Books deja de estar disponible tras una transacción, pero antes de la descarga inicial, su único recurso será el reembolso. En caso de que se conceda dicho reembolso, Apple se reserva el derecho a desactivar los Códigos de Contenido no utilizados (tal y como se definen a continuación) y también la capacidad de asignar Contenido Volumétrico a través de la Distribución Gestionada. Si los problemas técnicos impiden o retrasan injustificadamente la entrega de su Contenido Volumétrico, su única y exclusiva solución será la sustitución o el reembolso del precio pagado, según determine Apple.

### **SALDO DE CONTENIDO VOLUMÉTRICO**

Los saldos no utilizados del Contenido Volumétrico no son canjeables por dinero en efectivo y no pueden devolverse para obtener un reembolso en efectivo (excepto si así lo exige la ley), revenderse, utilizarse para comprar las Apple Gift Cards, ni utilizarse en las tiendas de Apple Store.

Los saldos no utilizados del Contenido Volumétrico adquirido en Estados Unidos podrán canjearse a través del Servicio únicamente en Estados Unidos.

Apple no se hace responsable de la pérdida o el robo de saldos de Contenido Volumétrico. Apple se reserva el derecho a cerrar cuentas y solicitar formas de pago alternativas si una compra de Contenidos Volumétricos se obtiene o utiliza de forma fraudulenta en el Servicio de Contenidos Volumétricos.

APPLE Y SUS LICENCIATARIOS, AFILIADOS Y LICENCIANTES NO OFRECEN NINGUNA GARANTÍA, EXPRESA O IMPLÍCITA, CON RESPECTO A SU SALDO PARA EL CONTENIDO VOLUMÉTRICO, EL CONTENIDO VOLUMÉTRICO, LOS CÓDIGOS DE CONTENIDO VOLUMÉTRICO O EL PROGRAMA DE COMPRA POR VOLUMEN, INCLUYENDO, SIN LIMITACIÓN, CUALQUIER GARANTÍA EXPRESA O IMPLÍCITA DE COMERCIABILIDAD O IDONEIDAD PARA UN FIN DETERMINADO. ESTAS LIMITACIONES PUEDEN NO SER APLICABLES EN SU CASO. ALGUNAS LEYES ESTATALES NO PERMITEN LA LIMITACIÓN DE LAS GARANTÍAS IMPLÍCITAS NI LA EXCLUSIÓN O LIMITACIÓN DE DETERMINADOS DAÑOS Y USTED PUEDE TENER OTROS DERECHOS.

### **DERECHOS DE AUDITORÍA**

Dado que Apple puede auditar las compras de los clientes a través del Servicio de Contenidos Volumétricos para garantizar que sólo se han solicitado las compras que cumplen los requisitos y que se han respetado todas las condiciones de compra y normas de uso, usted se compromete a mantener registros completos y precisos de todos los usos de los Contenidos Volumétricos que haya adquirido. Si una auditoría revelara después de la entrega (o si Apple

descubriera de otro modo) que usted no era un comprador que cumplía con los requisitos en el momento en que realizó su pedido o que no ha respetado todas las condiciones aplicables a su compra, Apple podrá:

- Desactivar su ID Gestionada de Apple.
- Si realizó su pedido mediante tarjeta de crédito, cargar en su tarjeta de crédito la diferencia entre el importe que pagó por los bienes entregados y el precio que Apple cobró al público en general por los mismos bienes a través del Servicio de Contenidos Volumétricos, vigente en la fecha en que realizó su pedido; y
- Si usted pagó por un medio distinto a la tarjeta de crédito, a (a) facturarle la diferencia entre el importe que usted pagó por los bienes entregados y el precio que Apple cobró al público en general por los mismos bienes a través del Servicio de Contenidos Volumétricos, a pagar en quince días a partir de la fecha de la factura y (b) en caso de que usted no pague la factura a su vencimiento, se emprenderán acciones legales contra usted ante un tribunal de jurisdicción competente, teniendo la parte vencedora derecho a los honorarios de los abogados.

En caso de que Apple no ofrezca los productos específicos que usted adquirió a través del Servicio de Contenidos Volumétricos, se cargará a su método de pago o se le facturará la diferencia entre el importe que usted pagó por los productos entregados y el precio que Apple cobraba al público en general por los productos equivalentes más cercanos a través del Servicio de Contenidos Volumétricos, en vigor en la fecha en que usted realizó su pedido.

Apple tendrá derecho a solicitar información complementaria y a auditar los registros pertinentes para confirmar su cumplimiento de las Condiciones.

## **DISPONIBILIDAD DE CONTENIDOS**

Apple se reserva el derecho a modificar las opciones de contenido (incluida la elegibilidad para determinadas funciones) sin previo aviso.

## **DISTRIBUCIÓN DE CONTENIDOS**

El Servicio de Contenidos Volumétricos podrá prestarse a sus Usuarios Finales Autorizados (i) mediante transmisión directa a la cuenta de Apple o al ID Gestionada de Apple de cada Usuario Final Autorizado ("Asignación de Usuario"), (ii) mediante distribución de códigos alfanuméricos generados por Apple ("Códigos de Contenido") canjeables en el App Store por contenidos específicos de aplicaciones, o en Apple Books por contenidos específicos de libros; o (iii) sólo para aplicaciones, mediante asignación directa a un dispositivo iOS, watchOS, iPadOS, macOS o tvOS ("Asignación de Dispositivos"), en cuyo caso (a) deberán realizarse compras separadas para cada dispositivo único (por ejemplo, una única licencia no podrá ser compartida simultáneamente por varios dispositivos); y (b) usted será considerado el "Usuario Final" a los

efectos de cualquier Contrato de Licencia de Usuario Final, Condiciones de Uso u otros acuerdos suscritos por sus Usuarios Finales Autorizados en relación con cualquier Contenido Volumétrico de App Store. "Distribución Gestionada" significa Asignación de Usuarios o Asignación de Dispositivos.

Únicamente como adaptación para usted, Apple acepta permitirle (1) utilizar un único Código de Contenido para sincronizar Contenido de App Store en varios dispositivos, hasta el número de códigos que haya adquirido (en lugar de tener que canjear un código por separado), siempre que se comprometa a no sincronizar más copias que el número de códigos que haya adquirido; y (2) comprar varias copias del mismo Contenido de Apple Books y distribuirlos para que sean canjeados por personas que sean empleados, profesores o ayudantes de profesores (independientemente de si están directamente contratados por la institución) en la institución o estén registrados como estudiantes en su escuela o distrito escolar. Es posible que estas adaptaciones sólo estén disponibles por tiempo limitado y Apple no garantiza su disponibilidad en el futuro.

## **GESTIÓN DE LA DISTRIBUCIÓN**

Una vez completada su compra de Contenido Volumétrico, usted tendrá derecho a asignar el Contenido de Apple Books o el Contenido de la App Store específico que haya comprado en la cantidad seleccionada, cada uno de los cuales podrá asignarse a una cuenta de ID de Apple o de ID Gestionada de Apple de su propiedad o bajo su control o de uno de sus Usuarios Finales Autorizados o, en el caso del Contenido Volumétrico de la App Store, a un único dispositivo de su propiedad o bajo su control o de uno de sus Usuarios Finales Autorizados. Este derecho no caducará, sujeto a la disponibilidad de los productos específicos. Utilizando un sistema de gestión de dispositivos móviles ("MDM"), usted podrá invitar a sus Usuarios Finales Autorizados a asociar su cuenta o dispositivo Apple y, tras la aceptación del Usuario Final Autorizado, podrá asignarles Contenido de Apple Books y Contenido de la App Store o, en el caso del Contenido de App Store, a sus dispositivos. Para recibir un producto, sus Usuarios Finales Autorizados deben disponer de una cuenta válida de ID de Apple o de ID Gestionada de Apple (sujeta a la aceptación de las Condiciones), así como de hardware, software y acceso a Internet compatibles.

Para el Contenido de Apple Books: no podrá utilizar el Contenido de Apple Books en un escenario de préstamo tipo biblioteca. **USTED ENTIENDE Y ACEPTA QUE EL PROPIETARIO DE LA CUENTA DE APPLE A LA QUE SE ASIGNE UN PRODUCTO DE APPLE BOOKS SE CONVERTIRÁ EN EL PROPIETARIO DE DICHO PRODUCTO Y TENDRÁ DERECHO A TODOS LOS DERECHOS ASOCIADOS, CON SUJECIÓN A LAS CONDICIONES. DICHS PRODUCTOS SON INTRANSFERIBLES.**

Para el Contenido de la App Store: usted conservará la propiedad del Contenido de la App Store, independientemente de si ha sido asignado a la Cuenta de Apple de un Usuario Final Autorizado, al ID Gestionado de Apple o al ID de un dispositivo específico. Usted podrá revocar la asignación y volver a asignar el Contenido de la App Store a otro Usuario Final Autorizado o ID de dispositivo sujeto a ciertas limitaciones del servicio. Una vez que haya revocado una

asignación de un usuario o dispositivo concreto, dicho usuario o dispositivo ya no estará autorizado a utilizar el Contenido de la App Store.

## **CÓDIGOS DE CONTENIDO**

Para las compras, Apple podrá proporcionarle Códigos de Contenido en la cantidad que especifique al realizar la compra, cada uno de los cuales podrá canjearse (i) en la App Store por App Store Content adquirido; o (ii) en Apple Books por Contenido específico de Apple Books Content adquirido. Los Códigos de Contenido se le proporcionarán de su compra electrónica por correo electrónico tras la ejecución y dichos Códigos de Contenido se activarán inmediatamente para su canje por parte de sus Usuarios Finales Autorizados y no caducarán, sujeto a disponibilidad. Usted y/o sus Usuarios Finales Autorizados sólo podrán canjear el Código de Contenido de conformidad con las Condiciones. Cada Código de Contenido para la App Store Content debe canjearse en una cuenta de Apple propiedad de Su Institución y controlada por ésta o por uno de sus Usuarios Finales Autorizados. Cada Código de Contenido para el Contenido de Apple Books debe canjearse en una cuenta que sea propiedad o esté controlada por el Usuario Final Autorizado. **USTED ENTIENDE Y ACEPTA QUE EL PROPIETARIO DE LA CUENTA DE APPLE CANJEANTE SE CONVERTIRÁ (i) PARA EL CONTENIDO DE LA APP STORE, EN EL LICENCIATARIO DE DICHA COPIA DEL CONTENIDO; Y (ii) PARA EL CONTENIDO DE APPLE BOOKS, EN EL PROPIETARIO DE DICHA COPIA DEL CONTENIDO Y SERÁ TITULAR DE TODOS LOS DERECHOS ASOCIADOS. DICHAS LICENCIAS O CONTENIDOS SON INTRANSFERIBLES.**

Usted podrá distribuir los Códigos de Contenidos únicamente a sus Usuarios Finales Autorizados y se compromete a poner a su disposición los siguientes Términos y Condiciones para Usuarios Finales Autorizados, según corresponda al tipo de contenido adquirido, en el instrumento utilizado para distribuir los Códigos de Contenido (por ejemplo, certificado, tarjeta, correo electrónico):

Para aplicaciones o libros:

"Código canjeable únicamente en App Store y/o Apple Books, según corresponda, para el Territorio. Requiere una cuenta de Apple, sujeta a la aceptación previa de los términos de licencia y uso. Se requiere software y hardware compatibles y acceso a Internet (pueden aplicarse pagos). No es para reventa. Se aplican las condiciones completas:

<http://www.apple.com/legal/internet-services/itunes.>"

## **RESTRICCIONES DE CONTENIDO VOLUMÉTRICO**

No podrá revender ni aceptar ningún tipo de compensación a cambio de la distribución de Contenidos Volumétricos ni podrá distribuir o autorizar la distribución de dichos contenidos a nadie que no sean sus Usuarios Finales Autorizados. Usted será el único responsable del uso que haga de los Contenidos Volumétricos, así como de cualquier pérdida o responsabilidad que de ello se derive para el proveedor de contenidos o para Apple. Usted no podrá exportar Libros de Apple Books o Contenido Volumétricos de la App Store para su uso fuera del Territorio, ni

declarar que tiene el derecho o la capacidad de hacerlo; no obstante, podrá ceder Contenido Volumétrico de la App Store a usuarios finales fuera del Territorio únicamente en la medida permitida por las presentes Condiciones de Contenido Volumétrico. El riesgo de pérdida y la transferencia de la titularidad de los Contenidos Volumétricos pasan a usted en el momento de su transmisión electrónica. Apple se reserva el derecho a cerrar todas y cada una de las cuentas de Apple aplicables y a solicitar formas de pago alternativas si Apple determina que el Contenido Volumétrico se ha obtenido o utilizado de forma fraudulenta. Al utilizar el Servicio de Contenidos Volumétrico, usted acepta que está adquiriendo Contenidos Volumétricos para su uso y el de sus Usuarios Finales Autorizados en su nombre.

## **CONTRATACIÓN ELECTRÓNICA**

Su uso del Servicio de Contenidos Volumétricos incluye la posibilidad de celebrar acuerdos y/o realizar transacciones electrónicamente. USTED DECLARA Y GARANTIZA QUE TIENE EL DERECHO Y LA AUTORIDAD PARA SUSCRIBIR ESTE ACUERDO EN NOMBRE DE SU INSTITUCIÓN Y PARA VINCULAR LEGALMENTE A DICHA ENTIDAD A LOS TÉRMINOS Y OBLIGACIONES DE ESTE CONTRATO. USTED RECONOCE QUE SUS ENVÍOS ELECTRÓNICOS CONSTITUYEN SU ACUERDO E INTENCIÓN DE OBLIGARSE Y PAGAR POR DICHA ACUERDOS Y TRANSACCIONES. SU ACUERDO E INTENCIÓN DE QUEDAR VINCULADO POR LOS ENVÍOS ELECTRÓNICOS SE APLICA A TODOS LOS REGISTROS RELACIONADOS CON TODAS LAS TRANSACCIONES QUE REALICE EN ESTE SITIO, INCLUIDOS LOS AVISOS DE CANCELACIÓN, LAS POLÍTICAS, LOS CONTRATOS Y LAS SOLICITUDES. Para acceder a sus registros electrónicos y conservarlos, es posible que deba disponer de determinados equipos y programas informáticos, que son responsabilidad exclusiva suya.

En la medida en que lo permita la legislación aplicable, usted acepta indemnizar y eximir de responsabilidad a Apple y, a petición de Apple, defender a Apple, sus consejeros, directivos, empleados, contratistas independientes y agentes (cada uno de ellos, una "Parte indemnizada Apple") frente a cualquier reclamo, pérdida, responsabilidades, daños, gastos y costes, incluidos, a título meramente enunciativo y no limitativo, los honorarios de abogados y los costes judiciales (conjuntamente, las "Pérdidas") en que incurra una Parte Indemnizada de Apple y que se deriven o estén relacionados con cualquiera de los siguientes aspectos (i) Su incumplimiento de cualquier certificación, pacto, obligación, declaración o garantía realizada en el presente Contrato; (ii) Su uso del Servicio de Contenidos Volumétricos. En ningún caso podrá usted llegar a ningún acuerdo o convenio similar con un tercero que afecte a los derechos de Apple o vincule a Apple de algún modo, sin el consentimiento previo por escrito de Apple.

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Service. In no event may you enter into any settlement or like agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple.

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# Apple Media Services Terms and Conditions

These terms and conditions create a contract between you and Apple (the "Agreement"). Please read the Agreement carefully.

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- A. INTRODUCTION

This Agreement governs your use of Apple's services ("Services" – e.g., and where available, App Store, Apple Arcade, Apple Books, Apple Fitness+, Apple Music, Apple News, Apple News+, Apple One, Apple Podcasts, Apple Podcasts Subscriptions, Apple TV, Apple TV+, Apple TV Channels, Game Center, iTunes), through which you can buy, get, license, rent or subscribe to content, Apps (as defined below), and other in-app services (collectively, "Content"). Content may be offered through the Services by Apple or a third party. Our Services are available for your use in your country or territory of residence ("Home Country"). By creating an account for use of the Services in a particular country or territory you are specifying it as your Home Country. To use our Services, you need compatible hardware, software (latest version recommended and sometimes required) and Internet access (fees may apply). Our Services' performance may be affected by these factors.

## B. PAYMENTS, TAXES, AND REFUNDS

You can acquire Content on our Services for free or for a charge, either of which is referred to as a "Transaction." Each Transaction is an electronic contract between you and Apple, and/or you and the entity providing the Content on our Services. However, if you are a customer of Apple Distribution International Ltd., then Apple Distribution International Ltd. is the merchant of record for some Content you acquire from Apple Books, Apple Podcasts, or App Store as displayed on the product page and/or during the acquisition process for the relevant Service. In such case, you acquire the Content from Apple Distribution International Ltd., which is licensed by the Content provider (e.g., App Provider (as defined below), book publisher, etc.). When you make your first Transaction, we will ask you to choose how frequently we should ask for your password for future Transactions. On applicable hardware, if you enable Touch ID for Transactions, we will ask you to authenticate all Transactions with your fingerprint, and if you enable Face ID for Transactions, we will ask you to authenticate all Transactions using facial recognition. Manage your password settings at any time by following these instructions: <https://support.apple.com/HT204030>.

Apple will charge your selected payment method for any paid Transactions, including any applicable taxes. If you have also added it to your Apple Wallet, Apple may charge your selected payment method in Apple Wallet using Apple Pay. You can associate multiple payment methods with your Apple ID, and you agree that Apple may store and charge those payment methods for Transactions. Your primary payment method appears at the top of your account settings payments page.

If your primary payment method cannot be charged for any reason (such as expiration or insufficient funds), you authorize Apple to attempt to charge your other eligible payment methods in order from top to bottom as they appear on your account settings payments page. If we cannot charge you, you remain responsible for any uncollected amounts, and we may attempt to charge you again or request that you provide another payment method. If you pre-order Content, you will be charged when the Content is delivered to you (unless you cancel prior to the Content's availability). In accordance with local law, Apple may automatically update your payment information regarding your payment methods if provided such information by the payment networks or your financial institutions. Terms related to store credit and gift cards/codes are available here: <https://www.apple.com/legal/internet-services/itunes/giftcards/>. For more details about how Transactions are billed, please visit <http://support.apple.com/HT201359>. All Transactions are final. Content prices may change at any time. If technical problems prevent or unreasonably delay delivery of Content, your exclusive and sole remedy is either replacement of the Content or refund of the price paid, as determined by Apple. From time to time, Apple may suspend or cancel payment or refuse a refund request if we find evidence of fraud, abuse, or unlawful or other manipulative behavior that entitles Apple to a corresponding counterclaim.

### C. ACCOUNT

Using our Services and accessing your Content may require an Apple ID. An Apple ID is the account you use across Apple's ecosystem. Use of Game Center is subject to this Agreement and also requires a Game Center account. Your account is valuable, and you are responsible for maintaining its confidentiality and security. Apple is not responsible for any losses arising from the unauthorized use of your account. Please contact Apple if you suspect that your account has been compromised.

You must be age thirteen (13) (or equivalent minimum age in your Home Country, as set forth in the Apple ID creation process) to create an account and use our Services. Apple IDs for persons under this age can be created by a parent or legal guardian using Family Sharing or by an approved educational institution, though certain devices may prevent such Apple IDs from accessing certain Services on the device. A parent or legal guardian who is creating an account for a minor should review this Agreement with the minor to ensure that they both understand it.

You may add, notify, or remove a Legacy Contact for your Apple ID as described in <http://support.apple.com/HT212360>. A Legacy Contact's access to your Apple ID is limited as described in <http://support.apple.com/HT212361>.

### D. PRIVACY

Your use of our Services is subject to Apple's Privacy Policy, which is available at <https://www.apple.com/legal/privacy/>.

### E. SERVICES AND CONTENT USAGE RULES

Your use of the Services and Content must follow the rules set forth in this section ("Usage Rules"). Any other use of the Services and Content is a material breach of this Agreement. Apple may monitor your use of the Services and Content to ensure that you are following these Usage Rules.

All Services:

- You may use the Services and Content only for personal, noncommercial purposes (except as set forth in the App Store Content section below or as otherwise specified by Apple).
- Apple's delivery of Services or Content does not transfer any commercial or promotional use rights to you, and does not constitute a grant or waiver of any rights of the copyright owners.
- You can use Content from up to five (5) different Apple IDs on each device.
- For any Service, you can have up to ten (10) devices (but only a maximum of five (5) computers) signed in with your Apple ID at one time, though simultaneous streams or downloads of Content may be limited to a lower number of devices as set out below under Apple Music and Apple TV content. Each computer must also be authorized using the same Apple ID (to learn more about authorization of computers, visit <https://support.apple.com/HT201251>). Devices can be associated with a different Apple ID once every ninety (90) days.
- You may not manipulate play counts, downloads, ratings, or reviews via any means — such as (i) using a bot, script, or automated process; or (ii) providing or accepting any kind of compensation or incentive.
- You may not use any software, device, automated process, or any similar or equivalent manual process to scrape, copy, or perform measurement, analysis, or monitoring of, any portion of the Content or Services.
- It is your responsibility not to lose, destroy, or damage Content once downloaded. We encourage you to back up your Content regularly.
- You may not tamper with or circumvent any security technology included with the Services or Content.
- You may access our Services only using Apple's software, and may not modify or use modified versions of such software.
- Video Content requires an HDCP connection.

Audio and Video Content Sales and Rentals:

- You can use Digital Rights Management (DRM)-free Content on a reasonable number of compatible devices that you own or control. DRM-protected Content can be used on up to five (5) computers and any number of devices that you sync to from those computers.
- Content rentals are viewable on a single device at a time, and must be played within thirty (30) days, and completed within forty-eight (48) hours of the start of play (stopping, pausing or restarting does not extend this

period).

- You may burn an audio playlist of purchased music to disc for listening purposes up to seven (7) times; this limitation does not apply to DRM-free Content. Other Content may not be burned to disc.

- Purchased Content will generally remain available for you to download, redownload, or otherwise access from Apple. Though it is unlikely, subsequent to your purchase, Content may be removed from the Services (for instance, because the provider removed it) and become unavailable for further download or access from Apple. To ensure your ability to continue enjoying Content, we encourage you to download all purchased Content to a device in your possession and to back it up.

App Store Content:

- The term "Apps" includes apps and App Clips for any Apple platform and/or operating system, including any in-app purchases, extensions (such as keyboards), stickers, and subscriptions made available in such apps or App Clips.

- Individuals acting on behalf of a commercial enterprise, governmental organization or educational institution (an "Enterprise") may download and sync non-Arcade Apps for use by either (i) a single individual on one (1) or more devices owned or controlled by an Enterprise; or (ii) multiple individuals on a single shared device owned or controlled by an Enterprise. For the sake of clarity, each device used serially or collectively by multiple users requires a separate license.

Apple Music:

- An Individual Apple Music membership allows you to stream on a single device at a time; a Family membership allows you or your Family members to stream on up to six (6) devices at a time.

Apple Arcade:

- Apple Arcade Apps may only be downloaded, or redownloaded, with a valid Apple Arcade trial or subscription.

- If your subscription ends, Apps downloaded via Apple Arcade will no longer be accessible to you.

Apple TV Content:

- For most channels, you can stream video Content on up to three (3) devices simultaneously.

- Learn more about Apple TV Content Usage Rules at <https://support.apple.com/HT210074>.

#### F. TERMINATION AND SUSPENSION OF SERVICES

If you fail, or Apple suspects that you have failed, to comply with any of the provisions of this Agreement, Apple may, without notice to you: (i) terminate this Agreement and/or your Apple ID, and you will remain liable for all amounts due under your Apple ID up to and including the date of termination; and/or (ii) terminate your license to the software; and/or (iii) preclude your access to the Services.

Apple further reserves the right to modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you, and Apple will not be liable to you or to any third party should it exercise such rights.

#### G. DOWNLOADS

You may be limited in the amount of Content you may download, and some downloaded Content may expire after a given amount of time after downloaded or first played. Certain Content may not be available for download at all.

You may be able to redownload previously acquired Content ("Redownload") to your devices that are signed in with the same Apple ID ("Associated Devices"). You can see Content types available for Redownload in your Home Country at <https://support.apple.com/HT204632>. Content may not be available for Redownload if that Content is no longer offered on our Services.

Content also may be removed from our Services at any time (for instance, because the provider removed it), after which it cannot be downloaded, redownloaded, or otherwise accessed from Apple.

#### H. SUBSCRIPTIONS

The Services and certain Apps may allow you to purchase access to Content or Services on a subscription basis ("Paid Subscriptions"). Paid Subscriptions automatically renew until cancelled in the Manage Subscriptions section of your account settings. To learn more about cancelling your subscriptions, visit <https://support.apple.com/HT202039>. You will be notified if the price of a Paid Subscription increases and, if required, your consent will be required to continue. You will be charged no more than twenty-four (24) hours prior to the start of the latest Paid Subscription period. If we cannot charge your payment method for any reason (such as expiration or insufficient funds), and you have not cancelled the Paid Subscription, you remain responsible for any uncollected amounts, and we will attempt to charge the payment method as you may update your payment method information. This may result in a change to the start of your next Paid Subscription period and may change the date on which you are billed for each period, as displayed on your receipt. We reserve the right to cancel your Paid Subscription if we are unable to successfully charge your payment method to renew your subscription. Certain Paid Subscriptions may offer a free trial prior to charging your payment method. If you decide to unsubscribe from a Paid Subscription before we start charging your payment method, cancel the subscription at least twenty-four (24) hours before the free trial ends.

If you start a free trial to a Paid Subscription offered by Apple as Content provider (an "Apple Paid Subscription") and cancel before it ends, you cannot reactivate the free trial.

Free trials or free offers to Apple Paid Subscriptions, excluding iCloud, cannot be combined with any free trials or offers of Apple One. If you are in a free trial or free offer for any Apple Paid Subscriptions, and you subscribe to

Apple One, your free trial(s) or offer(s) will not be paused even if you have access to such Apple Paid Subscription(s) through your Apple One subscription. You acknowledge that your free trial or free offer may expire while you are a Paid Subscriber to Apple One, and Apple shall have no obligation to reinstate, reimburse, or otherwise compensate you for any part of such expired free trial or free offer.

When your Paid Subscription to any Service or Content ends, you will lose access to any functionality or Content of that Service that requires a Paid Subscription.

#### I. CONTENT AND SERVICE AVAILABILITY

Terms found in this Agreement that relate to Services, Content types, features or functionality not available in your Home Country are not applicable to you unless and until they become available to you. To see the Content types available to you in your Home Country, go to the Services or visit <https://support.apple.com/HT204411>. Certain Services and Content available to you in your Home Country may not be available to you when traveling outside of your Home Country.

#### J. THIRD-PARTY DEVICES AND EQUIPMENT

You may not be able to use all features of the Services when accessing them on a non-Apple-branded device. Additionally, certain Services may require, direct, or suggest you use third-party equipment in some circumstances and/or for certain activities; such use is subject to the terms and conditions of such equipment and should be made in accordance with the applicable manufacturer's instructions. By using the Services, you agree that Apple may automatically download and install minor updates to its software on third-party equipment from time to time.

#### K. YOUR SUBMISSIONS TO OUR SERVICES

Our Services may allow you to submit or post materials such as comments, ratings and reviews, pictures, videos, and podcasts (including associated metadata and artwork). Your use of such features must comply with the Submissions Guidelines below, which may be updated from time to time, and if we become aware of materials that violate our Submission Guidelines we will remove them. If you see materials that do not comply with the Submissions Guidelines, including any offensive, abusive, or illegal content, please let us know at [reportaproblem.apple.com](mailto:reportaproblem.apple.com) or by contacting Apple Support. Except to the extent prohibited by law, you hereby grant Apple a worldwide, royalty-free, perpetual, nonexclusive license to use the materials you submit within the Services and related marketing as well as to use the materials you submit for Apple internal purposes. Apple may monitor and decide to remove or edit any submitted material, including via automated content filters and/or human review.

Submissions Guidelines: You may not use the Services to:

- post any materials that (i) you do not have permission, right or license to use, or (ii) infringe on the rights of any third party;
- post objectionable, offensive, unlawful, deceptive, inaccurate, or harmful content;
- post personal, private or confidential information belonging to others;
- request personal information from a minor;
- impersonate or misrepresent your affiliation with another person, or entity;
- post or transmit spam, including but not limited to unsolicited or unauthorized advertising, promotional materials, or informational announcements;
- post, modify, or remove a rating or review in exchange for any kind of compensation or incentive;
- post a dishonest, abusive, harmful, misleading, or bad-faith rating or review, or a rating or review that is irrelevant to the Content being reviewed;
- plan or engage in any illegal, fraudulent, or manipulative activity.

#### L. FAMILY SHARING

The organizer of a Family ("Organizer") must be eighteen (18) years (or the equivalent age of majority in their Home Country) or older and the parent or legal guardian of any Family member under age thirteen (13) (or the equivalent minimum age in their Home Country as set forth in the registration process). Apple devices are required for access to all of the Family Sharing features. Family Sharing allows eligible subscriptions to be shared among up to six (6) members of a Family. To learn more about Family Sharing visit: <https://support.apple.com/en-us/HT201060>.

**Purchase Sharing:** Family Sharing's Purchase Sharing feature allows eligible Content to be shared among up to six (6) members of a Family. The Organizer invites other members to participate, and agrees to pay for all Transactions initiated by Family members. The Organizer's eligible payment methods are used to pay for any Transaction initiated by a Family member (except when the Family member's account has store credit, which is always used first). Family members are acting as agents for the Organizer when the Organizer's eligible payment methods are used. The Organizer hereby agrees: (1) to pay for such Transactions; (2) that Transactions initiated by Family members are authorized; and (3) Transactions will be charged to eligible payment methods in the manner indicated in Section B above. Organizers are responsible for complying with their payment method contracts, and assume all risk related to sharing access to their eligible payment methods with Family members. A receipt or invoice for any Family member Transaction is sent to the initiating Family member and, if billed to the Organizer's payment method, also to the Organizer.

**Ask to Buy:** Ask to Buy is a feature that allows an Organizer to approve Transactions initiated by a Family member under age eighteen (18) (or the equivalent age of majority in their Home Country). Content shared by Family members or acquired via content codes generally is not subject to Ask to Buy; content codes facilitating access to subscriptions are subject to Ask to Buy. The Organizer must be the parent or legal guardian of any Family member for whom Ask to Buy is activated. Ask to Buy is enabled by default for any Family member under the age of

thirteen (13) (or the equivalent minimum age in their Home Country) and stays on until deactivated by the parent or legal guardian. If Ask to Buy is turned off after the Family member turns eighteen (18) years old (or reaches the age of majority in their Home Country), it cannot be turned on anymore. Ask to Buy does not require Purchase Sharing to be enabled.

**Family Member changes:** When a Family member leaves or is removed from the Family, the remaining Family members may no longer be able to access the former member's Content, including Content acquired with the Organizer's payment method.

**Family Sharing Rules:** You can only belong to one (1) Family at a time, and may join any Family no more than twice per year. You can change the Apple ID you associate with a Family no more than once every ninety (90) days. All Family members must share the same Home Country. Not all Content, including In-App Purchases, subscriptions, and some previously acquired Apps, are eligible for Purchase Sharing. Apple TV+, Apple TV Channels, Apple One Family, Apple One Premier, Apple Music Family, Apple Arcade, Apple News+, and Apple Fitness+ subscriptions are automatically enabled for Family Sharing. Subscriptions shared by a Family may be subject to Content usage limitations on a per subscription basis.

#### M. SEASON PASS AND MULTI-PASS

A Pass allows you to purchase and receive television Content as it becomes available. A Season Pass applies to television Content that has a limited number of episodes per season; a Multi-Pass applies to television Content that is available on an ongoing basis. The full price of a Season Pass or Multi-Pass is charged at the time of the Transaction. Season Pass or Multi-Pass Content is available for download up to ninety (90) days after the last episode becomes available. If a Content provider delivers to Apple fewer TV episodes than planned when you purchased a Season Pass, we will credit to your Apple ID the retail value of the corresponding number of episodes that were not provided to Apple.

#### N. ADDITIONAL APP STORE TERMS (EXCLUDING APPLE ARCADE APPS)

##### LICENSE OF APP STORE CONTENT

App licenses are provided to you by Apple or a third party developer ("App Provider"). Apple acts as an agent for App Providers in providing the App Store and is not a party to the sales contract or user agreement between you and the App Provider. However, if you are a customer of Apple Distribution International Ltd., then the merchant of record is Apple Distribution International Ltd., which means that you acquire the App license from Apple Distribution International Ltd., but the App is licensed by the App Provider. An App licensed by Apple is an "Apple App," an App licensed by an App Provider is a "Third Party App." Any App that you acquire is governed by the Licensed Application End User License Agreement ("Standard EULA") set forth below, unless Apple or the App Provider provides an overriding custom license agreement ("Custom EULA"). Subject to local law, the App Provider of any Third Party App is solely responsible for its content and warranties, as well as any claims that you may have related to the Third Party App. You acknowledge and agree that Apple is a third-party beneficiary of the Standard EULA or Custom EULA applicable to each Third Party App and may therefore enforce such agreement. Certain Apps, such as stickers and iMessage apps, may not appear on the device springboard but can be accessed and used in the Messages app drawer.

##### IN-APP PURCHASES

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If you are a citizen of any European Union country or the United Kingdom, Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

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If you are a citizen of any European Union country or the United Kingdom, Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

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Last Updated: September 18, 2023