

批量内容条款

这些批量内容条款构成签订本协议的实体 (“你的机构”) 与 **Apple** 之间的法律协议 (“协议”或“批量内容条款”)。使用此服务之前，请仔细阅读本协议。点按“同意”即表示你同意已阅读并理解本协议。如果你不具备代表贵机构接受下述条款的法律授权，或者你不同意下述条款，请勿点按“同意”。

Apple 是批量内容服务的提供商，该服务 (a) 对于 **App Store**，允许经批准的商业和教育机构根据 **Apple** 媒体服务条款和条件批量购买 **App Store** 内容，仅供分发给受雇或隶属于该机构的人员并由其使用，例如承包商、雇员、代理人；如果是教育机构，则还包括授权的注册学生；或者，对于 **Apple Books**，则允许 (i) 学校或学区等经批准的教育机构 (包括但不限于图书馆) 根据 **Apple** 媒体服务条款和条件 (如适用) 批量购买 **Apple Books** 内容，仅供分发给该机构中的员工、教职员工或教师助理 (无论他们是否直接受雇于机构) 或在机构注册的学生并供其使用，或者 (ii) 经批准的机构批量购买 **Apple Books** 内容，仅供分发给受雇或附属于机构的人员 (例如承包商、雇员和代理人) 并供其使用。

批量购买的此类 **App Store** 内容和 **Apple Books** 内容统一定义为“批量内容”。向其分发批量内容的附属于所在机构的最终用户，包括但不限于作为管理式 **Apple** 账户创建的账户，统一定义为“授权最终用户”。你同意对批量内容服务和批量内容的使用将遵守本协议以及 **Apple** 媒体服务条款和条件

(<http://www.apple.com/legal/internet-services/itunes/>)，这些条款和条件特此通过引用并入 (统称为“条款”)。如有任何冲突或不一致，以此《批量内容条款》为准。

批量内容服务

你同意只会使用具有适当权限的管理式 **Apple** 账户 (例如管理员或内容管理者) 来通过批量内容服务购买、管理和分发批量内容。你同意提供准确的信息以注册所在的机构，例如公司名称、实际地址、D-U-N-S 编号、公司付款信息或其他要求提供的信息。

仅供特定地域销售

批量内容服务仅在中国、其地域和属地 (“地域”) 提供。

内容代码只能由该地域内的授权最终用户兑换。**App Store** 批量内容代码只能分发给该地域内的授权最终用户，但 **App Store** 批量内容可以通过管理式分发 (定义如下) 分配给此

类内容上架的任何国家/地区内的授权最终用户，且国家/地区列表可能会随时发生变化。你只能通过地域内的 **App Store** 使用批量内容服务购买 **App** 内容，任何后续下载或转让均不会在你与任何其他 **Apple** 实体之间形成单独的协议或销售交易。你同意不应使用批量内容服务来规避任何国家/地区的法律或批量内容提供商规定的限制。

付款、税费和退货政策

你同意所在机构将为通过你账户购买的所有批量内容付款，你或账户上的任何其他购买者均被授权代表购买机构进行此类购买，并且 **Apple** 可能会存储您的账户付款方式，并通过该方式收取你购买的任何内容费用以及你账户可能产生或与你账户相关的任何额外费用（包括适用的任何税费和滞纳金）。你有责任及时支付所有费用，以及向 **Apple** 提供有效的付款方式来支付所有这些费用。我们将通过你在注册过程中指定的付款方式收取所有费用。

你要支付的总价将包括批量内容的价格加上根据账单寄送地址以及购买时有效的销售税率确定的任何适用销售税。我们只会在对数字商品征税的地方收取税费。你理解并同意，你应负责确定并支付因将

App Store 产品转让给所在机构注册以外地域的授权最终用户而产生的任何税款或征费。

如果你代表免税组织或个人下订单，请通过

<https://support.apple.com/business-education-programs> 联系支持人员。请准备好提供免税状态证明。

所有销售均为最终销售。

对于通过批量内容服务提供的批量内容，其价格可能随时更改，并且在其降价或促销时，批量内容服务不提供价格保护或退款。

如果 **App Store** 内容或 **Apple Books** 内容在交易达成后和首次下载之前变得不可用，你唯一的补救措施是退款。如果授予此类退款，**Apple** 保留禁用未使用内容代码（定义如下）以及禁止通过管理式分发分配批量内容的权利。如果技术问题导致你的批量内容无法交付或不合理地延迟交付，你唯一的补救措施是根据 **Apple** 的决定更换产品或已支付费用退款。

如果你是位于台湾的机构，你必须根据要求向 **Apple** 提供统一企业编号。

批量内容余额

批量内容的未使用余额不可兑换现金，也不可退回现金退款 (法律要求的除外)、转售、用于购买 **Apple** 充值卡或在 **Apple** 零售店中使用。

对于在你所在地域内购买的批量内容，其未使用余额只能在此地域内通过服务进行兑换。

对于丢失或被盗的批量内容余额，**Apple** 不承担任何责任。如果批量内容通过欺诈手段购买或在批量内容服务上以欺诈方式使用，**Apple** 保留关闭账户并要求提供其他付款方式的权利。

对于批量内容余额、批量内容、批量内容代码或批量购买计划，**Apple** 及其被许可方、关联方和许可方不做任何明示或暗示的保证，包括但不限于对适销性或特定用途的适用性的任何明示或暗示的保证。这些限制可能不适用于你。

审计权利

由于 **Apple** 可能会审计客户通过批量内容服务进行的购买，以确保只对符合条件且遵守所有购买条件和使用规则的购买下订单，因此你同意保留对所有已购买批量内容使用情况的完整且准确的记录。如果在交付后，**Apple** 通过审计发现 (或者以其他方式发现) 你在下订单时不是符合条件的购买者，或者你没有遵守适用于购买的所有条件，则 **Apple** 可以：

- 禁用你的管理式 **Apple** 账户；
- 如果你通过信用卡下订单，则从你信用卡中扣除你为已交付商品支付的金额与 **Apple** 通过批量内容服务向公众收取的同一商品价格 (于你下订单当日生效的价格) 之间的差额；以及
- 如果你通过信用卡以外的方式付款，则 (a) 针对你为已交付商品支付的金额与 **Apple** 通过批量内容服务向公众收取的同一商品价格之间的差额向你开具发票，并且你应在发票开具之日起 15 天内支付此费用；(b) 如果你未能按时支付发票金额，则 **Apple** 会在有管辖权的法院对你提起法律诉讼，胜诉方有权要求对方支付律师费。

如果 **Apple** 未提供你通过批量内容服务购买的特定产品，则将向你提供的付款方式收取费用，或者向你开具发票，金额是你为已交付商品支付的金额与 **Apple** 通过批量内容服务向公众收取的最接近等价商品价格 (于你下订单当日生效的价格) 之间的差额。

Apple 有权要求你提供补充信息并审计相关记录，以确认你遵守这些条款。

内容可用性

Apple 保留更改内容选项 (包括特定功能的资格条件) 的权利，恕不另行通知。

内容分发

批量内容服务可以通过以下方式提供给你的授权最终用户：(i) 直接传输到每位授权最终用户的 **Apple** 账户或管理式 **Apple** 账户 (“用户分配”)，(ii) 分发 **Apple** 生成的字母数字代码 (“内容代码”)，此代码可在 **App Store** 中兑换特定应用程序内容，或在 **Apple Books** 中兑换特定图书内容；或 (iii) 仅适用于 **app**，直接分配给 **iOS**、**watchOS**、**iPadOS**、**macOS**、**Apple tvOS** 或 **visionOS** 设备 (“设备分配”)，在此情况下，(a) 必须为每个唯一设备单独购买 (即单个许可证不能同时由多个设备共享)；(b) 就任何最终用户许可协议、使用条款或授权最终用户签订的与任何 **App Store** 批量内容相关的其他协议而言，你应被视为“最终用户”。“管理式分发”是指用户分配或设备分配。

仅出于提供便利，**Apple** 同意允许你 (1) 使用单个内容代码将 **App Store** 内容同步到多台设备，最多可为你购买的代码数量 (而不必为每台设备兑换单独的代码)，前提是你同意同步的副本数量不超过所购买的代码数量；(2) 购买同一 **Apple Books** 内容的多份副本，并将其分发给机构的雇员、教职员或教师助理 (无论他们是否直接受雇于该机构) 或在学校或学区注册为学生的人员。这些便利举措可能仅在有限的时间段内提供，**Apple** 不保证这些便利举措将来的可用性。

管理式分发

完成批量内容的购买之后，你将有权分配已购买的所选数量特定 **Apple Books** 内容或 **App Store** 内容，其中每个内容都可能分配给你或授权最终用户之一拥有或控制的 **Apple** 账户或管理式 **Apple** 账户，或者对于 **App Store** 批量内容，则分配给你或授权最终用户之一拥有或控制的唯一设备。此权利不会过期，具体取决于特定产品的可用性。使用移动设备管理系统 (“MDM”)，你将能够邀请授权最终用户关联他们的 **Apple** 账户或设备，并且在授权最终用户接受后，你可以将 **Apple Books** 内容和 **App Store** 内容分配给他们，对于 **App Store** 内容，则可分配给他们的设备。为接收产品，你的授权最终用户必须拥有有效的 **Apple** 账户或管理式 **Apple** 账户 (需接受条款) 以及兼容的硬件、软件和互联网接入。

对于 **Apple Books** 内容：你不得在图书馆类型的借阅场景中使用 **Apple Books** 内容。你理解并同意，分配有 **Apple Books** 产品的 **Apple** 账户的所有者将成为该产品的所有者，并且根据条款享有所有相关权利。此类产品不可转让。

对于 **App Store** 内容：你将保留 **App Store** 内容的所有权，无论此类内容是否已分配给授权最终用户的 **Apple** 账户、管理式 **Apple** 账户或特定设备 ID。你可以撤销分配并将 **App Store** 内容重新分配给另一个授权最终用户或设备 ID，但须遵守某些服务限制。撤销特定用户或设备的分配之后，该用户或设备将不再得到使用 **App Store** 内容的授权。

内容代码

对于购买，**Apple** 可能会按照你在购买时指定的数量提供内容代码，每个内容代码都可以 (i) 在 **App Store** 中兑换所购买的特定 **App Store** 内容；或 (ii) 在 **Apple Books** 中兑换所购买的特定 **Apple Books** 内容。执行购买后，我们应通过电子邮件以电子方式向你提供内容代码，此类内容代码应立即生效，可供授权最终用户兑换，并且不会过期 (但需遵从其可用性)。你和/或授权最终用户只能根据条款兑换内容代码。**App Store** 内容的每个内容代码必须兑换到所在机构或授权最终用户之一拥有和控制的 **Apple** 账户。**Apple Books** 内容的每个内容代码必须兑换到授权最终用户拥有或控制的账户。你理解并同意，兑换方 **Apple** 账户的所有者将成为 (i) 该内容副本的被许可人 (对于 **App Store** 内容)；(ii) 该内容副本的所有者 (对于 **Apple Books** 内容)，并且应享有所有相关权利。此类许可证或内容不可转让。

你只能将内容代码分发给授权最终用户，并且你同意在用于分发内容代码的工具 (例如证书、卡、电子邮件) 上随时提供以下适用于所购买内容类型的授权最终用户条款和条件：

对于 **app** 和/或图书：

“代码只能在适用于所在地域的 **App Store** 和/或 **Apple Books** 中兑换。需要 **Apple** 账户，且必须事先接受许可和使用条款。需要兼容的软件和硬件并接入互联网 (可能需要付费)。不得转售。完整条款适用：<http://www.apple.com/legal/internet-services/itunes/>。”

批量内容限制

你不得转售或接受任何形式的补偿以换取批量内容的分发，也不得向授权最终用户以外的任何人分发或授权分发批量内容。对于你对批量内容的使用以及由此给内容提供商或 **Apple** 造成的任何损失或责任，你应承担全部责任。你不得导出 **Apple Books** 或 **App Store** 批量内容以在地域之外使用，也不得声明你有权利或能够如此行事；但是，你可仅在这些批量内容条款允许的范围内将 **App Store** 批量内容分配给地域之外的最终用户。通过电子方式传输给你之后，批量内容的损失风险和所有权即转移给你。如果 **Apple** 确定批量内容是通过欺诈手段获取或使用，则 **Apple** 保留关闭任何及所有适用的 **Apple** 账户并要求提供其他付款方式的权力。使用批量内容服务即表示你同意你获取批量内容供你自身使用，以及由授权最终用户代表你使用。

Apple 的定义

根据你所在的地域，“**Apple**”表示：

Apple Inc.，位于 **One Apple Park Way, Cupertino, California**，适用于美国 (包括波多黎各) 境内的机构；

Apple Canada Inc.，位于 **120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada**，适用于加拿大境内的机构；

Apple Services LATAM LLC，位于 **1 Alhambra Plaza, Ste 700 Coral Gables, Florida**，适用于墨西哥、中美洲或南美洲或任何加勒比国家或地域 (不包括波多黎各) 内的机构；

iTunes K.K.，位于 **Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106- 6140, Tokyo**，适用于日本境内的机构；

Apple Pty Limited，位于 **Level 3, 20 Martin Place, Sydney NSW 2000, Australia**，适用于澳大利亚或新西兰 (包括任何领土或附属司法管辖区) 境内的机构；

Apple Services Pte. Ltd.，位于 **7 Ang Mo Kio Street 64, Singapore 569086**，适用于韩国境内的机构；以及

Apple Distribution International Ltd，位于 **Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland**，适用于所有其他提供批量内容服务的上述未指定国家或地域内的机构。

电子合同

你对批量内容服务的使用包括以电子方式订立协议和/或进行交易的能力。你声明并保证你有权代表所在机构签订本协议，并在法律上使该实体遵守本协议的条款和义务。你确认，你以电子方式提交协议或交易即表示你同意并愿意受此类协议的约束并为此类交易付款。如果你以电子方式表示自己同意并愿意接受协议约束，这种同意和意愿适用于你在此现场订立的所有交易的所有相关记录，包括取消通知、政策、合同和申请。要访问和留存你的电子记录，你可能需要拥有特定硬件和软件，相关责任也需要你独自承担。

就适用法律允许的范围而言，你同意对于以下事项引起或者与以下事项相关的任何及所有索赔、损失、连带责任、损害、花销和费用 (包括但不限于律师费和法院费用，以下统称“损失”)，如果相关损失由 **Apple**、**Apple** 董事、高级职员、雇员、独立承包商及代理人 (以下分别称为“**Apple** 豁免方”) 引起，则将对 **Apple** 豁免方做出赔偿并使其免受损害，并在 **Apple** 要求下为其进行抗辩：(i) 你违反本协议中作出的任何证明、契约、义务、陈述或保证；(ii) 你对批量内容服务的使用。未经 **Apple** 事先书面同意，你不得以任何方式与第三方达成影响到 **Apple** 权利或约束 **Apple** 的任何和解或类似协议。

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2024 年 9 月 9 日

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 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 Accounts, 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 Account (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 China, 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 store and 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 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.

If you are an institution located in Taiwan, you are required to provide your Unified Business Number to Apple upon request.

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 your Territory may be redeemed through the Service only in your Territory.

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.

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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 Account;
- 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 Account 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, tvOS, or visionOS 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 Account or Managed Apple 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 Account or Managed Apple 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 Account 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>."

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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.

DEFINITION OF APPLE

Depending on your Territory, "Apple" means:

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Apple Pty Limited, located at Level 3, 20 Martin Place, Sydney NSW 2000, Australia, for institutions in Australia or New Zealand, including in any of their territories or affiliated jurisdictions;

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Apple Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for institutions in all other countries or territories not specified above in which the Volume Content Service is offered.

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 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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