

大量內容條款

以下大量內容條款構成簽署本協議的實體 (以下稱「貴機構」) 與 Apple 之間的法律協議 (以下稱「協議」或「大量內容條款」)。請在使用服務之前細閱本協議。點擊「同意」即表示你確認已閱讀並理解本協議。

若你沒有代表貴機構之法律授權，或不同意條款，請勿點擊「同意」。

Apple 是大量內容服務的供應商，其中 (a) 對於 App Store，允許獲核准商業或教育機構僅為分發給受機構僱用或關聯人士或供其使用，例如承包商、僱員、代理人及 (如屬教育機構) 獲你授權的註冊學生，根據 Apple 媒體服務條款及細則大量購買 App Store 內容，或 (b) 對於 Apple Books，允許 (i) 屬學校或校區的獲核准教育機構 (不包括而不限於圖書館) 僅為分發給僱員、教職員或助教 (不論他們是否直接受僱於機構) 或在機構註冊為學生的人士並供其使用，而大量購買 Apple Books 內容；或 (ii) 獲核准的機構在適用情況下根據 Apple 媒體服務條款及細則，僅分發給受僱於或與機構有關聯的人士 (例如承包商、僱員和代理人) 並供其使用。這類大量購買的 App Store 內容和 Apple Books 內容統稱為「大量內容」。與貴機構有關聯並獲分發大量內容的終端使用者 (包括但不限於以「管理式 Apple 帳戶」形式建立的帳戶)，統稱為「授權終端使用者」。你同意在使用「大量內容服務」和「大量內容」時須遵守本協議，及在此以提述方式納入的 Apple 媒體服務條款及細則 (<http://www.apple.com/legal/internet-services/itunes>) (以下統稱「條款」)。如有任何抵觸或不一致之處，概以大量內容條款為準。

大量內容服務

你同意只會使用具有適當權限的 Apple 管理式帳戶 (例如：管理員或內容管理者) 來購買、管理和分發「大量內容服務」中的大量內容。你同意提供準確資料為貴機構註冊，例如公司名稱、實際地址、D-U-N-S 編號、企業付款資料或其他所要求的資料。

只限地區銷售

大量內容服務僅於香港、其地區和屬地 (以下稱「地區」) 向你提供。

只有你所在地區獲授權的終端使用者可以兌換內容代碼。App Store 大量內容代碼只可以分發給你所在地區的授權終端使用者，但 App Store 大量內容可透過管理式分發 (定義見下文) 指派給該等大量內容可商用的任何國家/地區 (可能隨時變更) 之授權終端使用者。你透過「大量內容服務」購買 app 內容僅限於所在地區的 Apple Store，任何後續下載或指派均不會在你與任何其他 Apple 實體之間建立單獨的協議或銷售交易。你同意不會使用大量內容服務來規避任何國家或地區的法律，或大量內容供應商所訂定的限制。

付款、稅項和退款政策

你同意貴機構將為透過你帳戶購買的所有大量內容付費，你或你帳戶中的任何其他購買者均獲授權代表購買機構進行此類購買，且 Apple 可以儲存你的付款方式，並就任何所購內容、帳戶可能應付或與之相關的任何額外費用 (包括任何稅項和延遲費，如適用) 透過有關付款方式收費。你有責任準時支付所有費用，並有責任向 Apple 提供有效的付款方式以支付所有費用。所有費用都會透過你在註冊程序期間指定的付款方式收取。

總價包括大量內容價格，以及在購買時根據付款方地址和銷售稅率所計算的任何適用銷售稅。我們只會在數碼商品應課稅的情況下才收取稅項。你理解並同意，你應負責確定並支付因你將 App Store 產品指派給非貴機構註冊地區的獲授權終端使用者而衍生的任何稅費或徵費。

如果你的訂單由免稅機構或個人代為建立，請透過 <https://support.apple.com/business-education-programs> 聯絡支援團隊。請準備好提供免稅資格證明。

所有銷售均為最終銷售。

透過大量內容服務提供的大量內容價格可能會隨時變更，而且大量內容服務不會在降價或促銷時提供價格保障或退款。

如果 App Store 內容或 Apple Books 內容在交易後至你初次下載前不再提供，你唯一的彌償就是退款。如果退款獲批，Apple 保留權利停用未使用的內容代碼 (定義如下)，並且保留透過「管理式分發」指派大量內容的能力。如有技術問題妨礙或不合理地延遲傳送大量內容，你的專屬和唯一彌償就是替換或退還已付價格，並由 Apple 決定。

如果貴機構位於台灣，則必須應要求向 Apple 提供「統一商業編號」。

大量內容平衡

大量內容的未用餘額不可兌換現金，亦不可退回以申請現金退款 (除非法律有所規定)、轉售、用於購買 Apple 禮品卡，或在 Apple 零售店內使用。

在你的地區所購大量內容的未用餘額，只能透過你所在地區的服務兌換。

若大量內容餘額遺失或被盜，Apple 概不負責。如果所購買的大量內容是以欺詐方式取得或用於大量內容服務，Apple 保留權利關閉有關帳戶並要求其他形式的付款。

對於你的大量內容餘額、大量內容、大量內容代碼或大量採購計劃，APPLE 及其獲授權者、關聯公司和許可人概不作任何明示或暗示的保證，包括適銷性或是否適合作特定用途。這些限制可能不適用於你。

審計權

由於 Apple 可能會審核客戶在大量內容服務下的購買行為，以確保客戶只訂購合資格的購買項目，而且所有購買條件和使用規則均已得到遵守，因此你同意對全部所購的大量內容保留完整和準確的記錄。如果在遞送後審核結果顯示 (或 Apple 以其他方式發現) 你在下訂單時並非合資格購買者，或者你尚未遵守所有適用的購買條件，Apple 可能會：

- 停用 Apple 管理式帳戶；

- 如果你透過信用卡下單，我們將向你的信用卡收取你為已遞送商品所支付的金額，與 Apple 透過大量內容服務就相同商品向公眾收取的價格之間的差額，並由你下單的日期起生效；及
- 如果你以信用卡以外的方式付款，(a) 須於發票日期起計十五日內，支付你為已遞送商品已支付的金額，與 Apple 透過大量內容服務就相同商品向公眾收取的價格之間的差額；及 (b) 如果你未能按時繳付發票金額，我們會透過有管轄權的法院向你提出法律訴訟，而勝訴方有權獲得律師費。

如果 Apple 不提供你透過大量內容服務購買的特定商品，我們將向你的付款方式收費，或者收取你就已遞送商品已付的金額，與 Apple 就透過大量內容服務提供的最接近同等商品向公眾收取的價格之間的差額，並由你下訂單當日起生效。

Apple 有權要求你提供補充資料及審核相關記錄，以確認你已遵守本條款。

內容可用性

Apple 保留更改內容選項 (包括特定功能資格) 的權利，而無需另行通知。

內容分發

大量內容服務可能會以下列其中一種形式提供予你的授權終端使用者：(i) 透過直接傳輸至每位授權終端使用者的 Apple 帳戶或管理式 Apple 帳戶 (以下稱「使用者指派」)，(ii) 透過分發由 Apple 生成的英數字元代碼 (以下稱「內容代碼」) 提供，以在 App Store 中兌換特定應用程式內容，或在 Apple Books 中兌換特定書籍內容；或 (iii) 只限 app，透過直接指派給 iOS、watchOS、iPadOS、macOS、tvOS 或 visionOS 裝置 (以下稱「裝置指派」)，在此情況下 (a) 必須為每部獨立裝置單獨購買 (即單一許可證不可同時讓多部裝置共用)；及 (b) 就任何終端使用者許可協議、使用條款，或與任何 App Store 大量內容相關的授權終端使用者所訂立的其他協議而言，你均應視為「終端使用者」。「管理式分發」是指「使用者指派」或「裝置指派」。

僅作為便利措施，Apple 同意你 (1) 使用單一內容代碼將 App Store 內容同步至多部裝置，數量不超過你所購買的代碼數量 (而無需兌換另一個代碼)，前提是你同意同步的副本數量不超過你所購買的代碼數量；(2) 購買相同的 Apple Books 內容的多個副本，並分發給貴機構的僱員、教師或助教 (無論他們是否直接受僱於機構) 或在你學校或校區註冊為學生的人士。這些便利措施可能只在有限的時間內提供，Apple 不保證這些便利措施在未來是否可用。

管理式分發

完成購買大量內容後，你有權將所購買的指定數量 Apple Books 內容或 App Store 內容，分別指派給由你或你其中一個授權終端使用者所擁有或控制的 Apple 帳戶或管理式 Apple 帳戶，對於 App Store 大量內容而言，則為由你或你其中一個授權終端使用者所擁有或控制的專屬裝置。此授權不會到期，視乎特定產品的供應情況而定。透過流動裝置管理系統 (以下稱「MDM」)，你可以邀請授權終端使用者連結其 Apple 帳戶或裝置，並在授權終端使用者接受後，將 Apple Books 內容和 App Store 內容指派給他們或 (對於 App Store 內容而言) 其裝置。如要接收產品，你的授權終端使用者必須擁有有效的 Apple 帳戶或管理式 Apple 帳戶 (須接受本條款)，以及相容的硬件、軟件和互聯網存取權。

對於 Apple Books 內容：你不可在資料庫類型的租借情境下使用 Apple Books 內容。你了解並同意，獲指派 APPLE BOOKS 產品的 APPLE 帳戶擁有者將成為該產品的擁有者，並有權獲享所有相關權利，但受本條款約束。此類產品不可轉讓。

對於 App Store 內容：你將保留 App Store 內容的擁有權，不論其是否已指派給授權終端使用者的 Apple 帳戶、管理式 Apple 帳戶或特定裝置 ID。你可以在特定服務限制下，撤銷 App Store 內容的指派，並重新指派給其他授權終端使用者或裝置 ID。一旦你撤銷特定使用者或裝置的指派，該使用者或裝置將不再獲授權使用 App Store 內容。

內容代碼

對於購買項目，Apple 可能會向你提供你在購買時指定數量的內容代碼，每個代碼都可以 (i) 在 App Store 中兌換所購買的特定 App Store 內容；或 (ii) 在 Apple Books 中兌換所購買的特定 Apple Books 內容。執行購買程序後，系統會透過電郵以電子形式向你提供內容代碼，而該等內容代碼應可立即供授權終端使用者兌換，且不設到期日，視乎供應情況而定。你和/或你的授權終端使用者只能根據本條款兌現內容代碼。App Store 內容的每個內容代碼都必須兌換到貴機構或你的授權終端使用者所擁有和控制的 Apple 帳戶。Apple Books 內容的每個內容代碼都必須兌換到授權終端使用者所擁有或控制的帳戶。你了解並同意，兌換 APPLE 帳戶的擁有者將成為 (i) APP STORE 內容副本的獲授權人；(ii) APPLE BOOKS 內容副本的擁有者，並享有一切相關權利。此類許可證或內容不可轉讓。

你只可將內容代碼分發給你的授權終端使用者，並同意在用於分發內容代碼的工具 (例如認證、卡、電郵) 上，視乎所購內容類型提供以下授權終端使用者條款及細則：

對於 app 和/或書籍：

「代碼只可以在地區適用的 App Store 和/或 Apple Books (如適用) 中兌換。須使用 Apple 帳戶，並事先接受許可證及使用條款。須配合相容的軟件、硬件和互聯網連線 (可能需要付費)。不得轉售。所有條款適用，詳見 <http://www.apple.com/legal/internet-services/itunes>。」

大量內容限制

你不得轉售或接受任何形式的補償以換取分發大量內容，亦不得分發或授權分發大量內容給獲授權終端使用者以外的任何人士。對於大量內容的使用，以及由此對內容供應商或 Apple 造成的任何損失或法律責任，你須承擔一切責任。你不得輸出 Apple Books 或 App Store 大量內容以供於所在地區以外使用，亦不得聲明你有權利或能力作出此舉。不過，你僅可以在本大量內容條款許可的範圍內，將 App Store 大量內容指派給所在地區以外的終端使用者。大量內容所有權的遺失和轉移風險，將於大量內容以電子方式傳輸給

你後轉移給你。如果 Apple 確定大量內容是以欺詐手段取得或使用，Apple 保留權利關閉任何及所有適用的 Apple 帳戶，並要求其他形式的付款。使用「大量內容服務」即表示你同意所得的大量內容，是供你和你的授權終端使用者代你使用。

Apple 的定義

視乎你所在的地區，「Apple」意指：

對美國 (包括波多黎各) 的機構而言，意指 Apple Inc.，位於 One Apple Park Way, Cupertino, California, USA；

對加拿大的機構而言，意指 Apple Canada Inc.，位於 Suite 1600, Toronto ON M5J 0A8, Canada；

對墨西哥、中美洲、南美洲或任何加勒比海國家或地區 (不包括波多黎各) 的機構而言，意指 Apple Services LATAM LLC，位於 1 Alhambra Plaza, Ste 700 Coral Gables, Florida, USA；

對日本的機構而言，意指 iTunes K.K.，位於 Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140；

對於澳洲或新西蘭 (包括其領地及附屬司法管轄區) 的機構而言，意指 Apple Pty Limited，位於 Level 3, 20 Martin Place, Sydney NSW 2000, Australia。

對於大韓民國的機構而言，意指 Apple Services Pte. Ltd.，位於 7 Ang Mo Kio Street 64, Singapore 569086；及

對於設有大量內容服務而上文並未提及的所有其他國家或地區之機構而言，意指 Apple Distribution International Ltd.，位於 Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland。

電子締約

你使用本大量內容服務包括能夠以電子方式簽署協議和/或進行交易。你聲明並保證有權利和獲授權代表你的機構簽訂本協議，並在法律上約束此等實體受本協議的條款和義務約束。你明白你以電子方式提交即構成你同意並接受相關協議與交易的約束，並願意為之付款。你以電子方式提交的協議和相關意向，適用於你在此網站進行的所有交易之所有相關記錄，包括取消、政策、契約和應用程式的通知。為存取並保留你的電子記錄，你可能需要特定硬件和軟件，而你需對此自行負責。

對於由下列任何一種情況引起或與之相關，而為 Apple 受償方招致的任何及所有申索、損失、責任、損害、費用和成本，包括但不限於律師費和法院費用 (下文統稱「損失」)，你同意在適用法例允許的範圍內對 Apple 作出彌償及使其不受損害，並應 Apple 要求為 Apple、其董事、高級職員、員工、獨立承辦商和代理人 (各自稱為「Apple 受償方」) 抗辯：(i) 你違反本協議中所作的任何認證、公約、義務、聲明或保證；(ii) 你對大量內容服務的使用。未經 Apple 事先書面同意，你不得與第三方達成會以任何形式影響 Apple 權利或約束 Apple 之任何和解或類似協議。

LYL188

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 Hong Kong, 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.

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.

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>."

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.

DEFINITION OF APPLE

Depending on your Territory, "Apple" means:

Apple Inc., located at One Apple Park Way, Cupertino, California, for institutions in the United States, including Puerto Rico;

Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada for institutions in Canada;

Apple Services LATAM LLC, located at 1 Alhambra Plaza, Ste 700 Coral Gables, Florida, for institutions in Mexico, Central or South America, or any Caribbean country or territory (excluding Puerto Rico);

iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo for institutions in Japan;

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;

Apple Services Pte. Ltd., located at 7 Ang Mo Kio Street 64, Singapore 569086 for institutions in the Republic of Korea; and

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.

LYL188

9 September 2024