

大量內容條款

本《大量內容條款》構成簽署本協議之實體 (下稱「貴機構」) 與 **Apple** 之間的法律協議 (下稱「協議」或「大量內容條款」)。使用服務前，請先仔細閱讀本協議。按下「同意」即表示您同意業已閱讀並理解本協議。若您沒有法律權限使貴機構接受拘束，或不同意本條款，請勿按下「同意」。

Apple 為大量內容服務的提供者，該服務 (a) 就 **App Store** 而言，允許獲得核准的商業和教育機構大量購買 **App Store** 內容，但僅限於發布予受僱於或隸屬於該機構的人員使用，例如約聘人員、員工、代理人以及 (若為教育機構) 您根據《**Apple** 媒體服務約定條款》授權的已註冊學生，或 (b) 就 **Apple Books** 而言，允許 (i) 為學校或學區 (但排除圖書館等) 並獲得核准的教育機構大量購買 **Apple Books** 內容，但僅限於發布予該機構的員工、教職員或教師助理 (不問其是否直接受僱於該機構) 或於該機構註冊為學生之人使用，或 (ii) 經核准機構購買，但僅限於根據《**Apple** 媒體服務約定條款》(如適用) 發布予受僱於或隸屬於該機構的人員使用，例如約聘人員、員工、代理人。此類大量購買的 **App Store** 內容和 **Apple Books** 內容統稱為「大量內容」。隸屬於貴機構並獲得您發佈大量內容的最終使用者 (包括但不限於作為管理式 **Apple** 帳號建立的帳號) 統稱為「授權最終使用者」。您同意，使用大量內容服務和大量內容須受本協議以及《**Apple** 媒體服務約定條款》(<http://www.apple.com/legal/internet-services/itunes/tw/terms.html>) 之拘束，其透過引用納入本文 (統稱「本條款」)。如有衝突或不一致之處，應以《大量內容條款》為準。

大量內容服務

您同意，您僅得使用獲得適當權限的管理式 **Apple** 帳號 (例如管理者或內容管理者) 來購買、管理及發布來自大量內容服務的大量內容。您同意提供正確的資訊來註冊貴機構，例如公司名稱、實際地址、**D-U-N-S** 號碼、公司付款資訊或其他要求的資訊。

僅限指定區域銷售

大量內容服務僅於 臺灣、其領土及領地 (下稱「指定區域」) 提供。

內容代碼僅限您的授權最終使用者在指定區域內使用。**App Store** 大量內容代碼僅得發布予您在指定區域內的授權最終使用者，但 **App Store** 大量內容得透過管理分配 (定義見下文) 指派給您在該大量內容可商用的任何國家或地區 (其可能隨時變更) 的授權最終使用

者。您僅得於指定區域內的 **App Store** 使用大量內容服務購買 **app** 內容，後續的下載或指派不會在您與其他 **Apple** 實體間建立單獨的協議或銷售交易。您同意，您不得使用大量內容服務來規避任何國家或地區的法律，或是大量內容提供者所設定的限制。

付款、稅金和退款政策

您同意，貴機構應為透過您的帳號購買的所有大量內容支付費用，您或使用您帳號的其他購買者有權代表採購單位進行購買，且 **Apple** 得儲存您的付款方式，並就購買的內容或您的帳號所累積或與之相關的額外金額 (包括稅金和滯納金，如適用) 收取費用。您有責任及時支付所有費用，並向 **Apple** 提供有效的付款方式來支付所有費用。**Apple** 將以您在註冊程序中指定的付款方式收取所有費用。

您的總價將包含大量內容的價格，加上根據帳單地址及購買時有效的銷售稅率計算的適用銷售稅。我們僅在數位商品須納稅之處收取稅金。您了解並同意，若您將 **App Store** 產品指派給貴機構註冊地區以外的授權最終使用者，則您應負責確定並支付因此所生的任何稅款或徵費。

若您是代表免稅組織或個人提出訂單，請透過

<https://support.apple.com/zh-tw/business-education-programs> 聯絡支援人員。請備妥免稅證明。

所有銷售均銀貨兩訖。

透過大量內容服務提供的大量內容價格可能隨時變動，且大量內容服務於降價或促銷時亦不提供價格保障或退款。

若 **App Store** 內容或 **Apple Books** 內容在交易後、首次下載前無法取得，您唯一的救濟為退款。若應予退款，**Apple** 保留停用未使用的內容代碼 (定義見下文) 的權利，以及透過「管理分配」指派大量內容的能力。若遭遇技術問題，導致您並未收到大量內容，或大量內容的交付時間不合理地延遲，則由 **Apple** 根據情況決定更換或退還已支付款項，作為您專屬且僅有的補救措施。

若您為位於台灣的機構，您必須根據要求向 **Apple** 提供您的統一編號。

大量內容餘額

未使用的大量內容餘額不得兌換現金，亦不得退回以取得現金退款 (法律規定者除外)、轉售、用於購買 **Apple Store** 禮品卡或在 **Apple** 直營店使用。

在指定地區購買之大量內容的未使用餘額，僅得於指定區域內透過服務進行兌換。

大量內容餘額若遺失或遭竊，**Apple** 概不負責。若大量內容的購買是透過詐欺手法取得，或在大量內容服務中使用，**Apple** 有權關閉您的帳號並要求您支付額外費用。

對於大量內容餘額、大量內容、大量內容代碼或大量採購計劃，**Apple** 及其被授權人、關係企業與授權人未提供明示或默示的保證，包括但不限於關於適銷性或適用於特定用途的明示或默示保證。這些限制不一定適用您。

查核權

由於 **Apple** 可能透過大量內容服務查核客戶的購買項目，以確認客戶僅訂購符合資格的項目，並遵守所有購買條件和使用規則，因此您同意就您購買的大量內容的所有使用，保留完整且準確的記錄。若查核人員在交付後發現 (或 **Apple** 以其他方式得知) 您在提交訂單時不符合資格，或您並未遵守所有適用於購買的條件，**Apple** 得：

- 停用您的管理式 **Apple** 帳號；
- 在您使用信用卡提交訂單的情況下，就您為交付之商品支付的價金與 **Apple** 於您提出訂單之日就透過大量內容服務提供之同一商品，向一般大眾收取的金額之間的差額，向您的信用卡請款；以及
- 在您以信用卡之外的其他方式付款的情況下，**(a)** 就您為交付之商品支付的價金與 **Apple** 就透過大量內容服務提供之同一商品，向一般大眾收取的金額之間的差額，向您請款，且您應於請款之日起十五天內付款，且 **(b)** 在您未按時支付請款的款項時，於管轄法院對您提起法律訴訟，勝訴方有權獲得律師費的補償。

若 **Apple** 未提供您透過大量內容服務購買的特定商品，則 **Apple** 會就您為交付之商品支付的價金與 **Apple** 於您提出訂單之日就透過大量內容服務提供之同一商品，向一般大眾收取的金額之間的差額，透過您的付款方式請款或直接向您請款。

Apple 有權要求您提供補充資訊，並審核相關記錄，以確認您是否遵守本條款。

內容可用性

Apple 保留不經通知，逕行變更內容選項 (包括特定功能的資格) 的權利。

內容發布

大量內容服務可透過以下方式提供予您的授權最終使用者：(i) 直接傳輸至各授權最終使用者的 **Apple** 帳號或管理式 **Apple** 帳號 (下稱「使用者指派」)，(ii) 發布 **Apple** 產生的字母數字代碼 (內容代碼)，其可在 **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) (僅適用於 **app**) 直接指派至 **iOS**、**watchOS**、**iPadOS**、**macOS**、**tvOS** 或 **visionOS** 裝置 (「裝置指派」)，此時，(a) 每一部唯一裝置須必須單獨購買授權 (即多部裝置不得同時共享一個授權)；且 (b) 就《最終使用者授權協議》、《使用條款》或您的授權最終使用者簽訂並與 **App Store** 大量內容相關的其他協議而言，您應視為「最終使用者」。「管理分配」指「使用者指派」或「裝置指派」。

僅作為給您的彈性空間，**Apple** 同意允許您 (1) 使用單一內容代碼將 **App Store** 內容同步至多部裝置，數量上限為您購買的代碼數量 (而不必另行兌換代碼)，前提為您同意同步的副本數量不得超過您購買的代碼數量；以及 (2) 購買同一 **Apple Books** 內容的多份副本，並發布予機構的員工、教職員或教師助理 (不問其是否直接受聘於該機構) 或於您的學校或學區註冊為學生之人，以供兌換。此彈性空間可能僅在有限的期間內提供，**Apple** 不保證未來將提供此類彈性。

管理分配

完成購買大量內容後，您將有權將您所購買的指定數量的特定 **Apple Books** 內容或 **App Store** 內容指派給由您或您的授權最終使用者擁有或控制的 **Apple** 帳號或管理式 **Apple** 帳號；或者，若為 **App Store** 大量內容，亦可指派給由您或您的授權最終使用者擁有或控制的唯一裝置。此權利不會過期，視特定產品的供應情形而定。您可以使用行動裝置管理系統 (下稱「MDM」) 邀請您的授權最終使用者綁定其 **Apple** 帳號或裝置。若授權最終使用者接受，則您得將 **Apple Books** 內容或 **App Store** 內容指派給該最終使用者；若為 **App Store** 內容，可指派給其裝置。為接收產品，您的授權最終使用者必須擁有有效的 **Apple** 帳號或管理式 **Apple** 帳號 (前提為接受本條款)，以及相容的硬體、軟體和網際網路存取權限。

針對 **Apple Books** 內容：您不得在類似圖書館的借閱情境下使用 **Apple Books** 內容。您理解並同意，獲指派 **Apple Books** 產品之 **Apple** 帳號的擁有者將成為該產品的擁有者，並根據本條款享有所有相關權利。該產品不可轉讓。

針對 **App Store** 內容：無論是否已將 **App Store** 內容指派給授權最終使用者的 **Apple** 帳號、管理式 **Apple** 帳號或特定裝置 ID，您都將保留其所有權。您可以撤銷指派，並將 **App Store** 內容重新指派給其他授權最終使用者或裝置 ID，但須遵守某些服務限制。一旦您撤銷特定使用者或裝置的指派，該使用者或裝置即不再有權使用 **App Store** 內容。

內容代碼

針對購買項目，**Apple** 可能依照您在購買時指定的數量，向您提供內容代碼，其可以：(i) 在 **App Store** 中兌換購買的特定 **App Store** 內容；或 (ii) 在 **Apple Books** 中兌換購買的特定 **Apple Books** 內容。您進行購買後，**Apple** 應透過電子郵件，以電子形式提供內容代碼；該內容代碼應立即生效，以供您的授權最終使用者兌換，且不會過期 (視供應情況而定)。您及/或您的授權最終使用者僅得依本條款兌換內容代碼。**App Store** 內容的每個內容代碼均必須兌換至貴機構或您的某位授權最終使用者擁有和控制的 **Apple** 帳號。**Apple Books** 內容的每個內容代碼均必須兌換至授權最終使用者擁有和控制的帳號。您了解並同意，兌換用 **Apple** 帳號的擁有者將成為 (i) **App Store** 內容副本的擁有者；以及 (ii) **Apple Books** 內容副本的擁有者，並應享有一切相關權利。此類授權或內容不可轉讓。

您僅得將內容代碼發布給您的授權最終使用者，且您同意根據購買的內容類型，在用以發布內容代碼的工具 (如憑證、卡片、電子郵件) 中提供以下《授權最終使用者條款與細則》：

針對 **app** 及/或書籍：

「代碼僅可在指定區域適用的 **App Store** 及/或 **Apple Books** 中兌換。您必須擁有 **Apple** 帳號，並事先同意授權與使用條款。您需要相容的軟體與硬體，以及網際網路連線 (可能需要付費)。不得轉售。適用完整條款：

<http://www.apple.com/legal/internet-services/itunes/tw/terms.html>。」

大量內容限制

您不得轉售大量內容，或以發布大量內容換取任何形式的報酬，亦不得向授權最終使用者以外之人發布或授權發布大量內容。就您對大量內容的使用，以及內容提供者或 **Apple** 因此所受的損失或所負的責任，應由您單獨負責。您不得將 **Apple Books** 或 **App Store** 大量內容出口至指定區域之外使用，亦不得聲明您有權利或能力為此行為；您僅得在本大量內容條款允許的範圍內，將 **App Store** 大量內容指派給指定區域以外的最終使用者。大量內容遺失及所有權移轉的風險，在以電子傳輸予您後即移轉予您。若 **Apple** 認定大量內容以詐欺手法取得或使用，**Apple** 有權關閉所有適用的 **Apple** 帳號並要求支付額外費用。使用大量內容服務，即表示您同意取得大量內容供您和您的授權最終使用者代表您使用。

Apple 的定義

視指定區域而定，「**Apple**」意指：

Apple Inc.，位於 **One Apple Park Way, Cupertino, California**，適用於美國 (含波多黎各) 境內的機構；

Apple Canada Inc.，位於 **120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada**，適用於加拿大境內的機構；

Apple Services LATAM LLC，位於 **1 Alhambra Plaza, Ste 700 Coral Gables, Florida**，適用於墨西哥、中南美洲或其他加勒比海國家或地區或領土 (不含波多黎各) 境內的機構；

iTunes K.K.，位於 **Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106- 6140, Tokyo**，適用於日本境內的機構；

Apple Pty Limited，位於 **Level 3, 20 Martin Place, Sydney NSW 2000, Australia**，適用於澳洲或紐西蘭 (包括其領地及附屬管轄區) 境內的機構；

Apple Services Pte. Ltd.，located at **7 Ang Mo Kio Street 64, Singapore 569086**，適用於韓國境內的機構；以及

Apple Distribution International Ltd.，located at **Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland**，適用於提供大量內容服務但未記載於前述條文的所有其他國家或地區境內的機構。

電子締約

使用本大量內容服務包括能夠以電子方式簽訂協議及/或進行交易。您聲明並保證，您有權代表貴機構簽署本協議，並依法使該實體受本協議的條款與義務拘束。您確認您的電子提交構成您同意並有意受該等協議拘束，並支付交易款項。您的同意及受電子提交拘束的意圖適用於與您在本網站所進行的所有交易相關的所有記錄，包括取消通知、政策、契約和申請。你可能必須擁有特定硬體和軟體 (由你全權負責)，才能存取及保留你的電子記錄。

若 **Apple** 及其董事、高階主管、員工、獨立約聘人員與代理人 (各稱「**Apple** 受償方」) 因下列事項而承擔索賠、損失、負債、損害、費用與成本，包括但不限於律師費與法院費用 (統稱「損失」)，於適用法律允許的範圍內，您同意賠償 **Apple** 受償方，使其不受損害，並於 **Apple** 要求時為其抗辯：(i) 您違反本協議中的任何保證、約定、義務、聲明或擔保；(ii) 您對大量內容服務的使用。未經 **Apple** 事前書面同意，您不得與第三方締結影響 **Apple** 權利，或以任何形式拘束 **Apple** 的和解協議或訂立類似約定。

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 Taiwan, 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.

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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.

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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.

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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.

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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.

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"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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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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