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Apple 商務服務條款

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閣下聲明並保證所有代表均已達到閣下所在司法管轄區的法定成年年齡。閣下確認並同意，代表可以單獨及共同被視為有權利及權力使閣下受本協議的所有條款及義務約束，且代表所作的任何決定或行動均被視為代表閣下作出的獲授權決定或行動。

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1. Apple 商務服務

本協議規管閣下對以下各項的存取或使用：(a) 「**Apple 商務**」，即 business.apple.com 網站或任何後繼網站；(b) 閣下及任何代表於 Apple 商務上所建立、關聯、存取或使用的帳戶；(c) 由 Apple 商務提供、提述或可供使用的功能、整合、產品、計劃、服務、軟件、應用程式介面（「**API**」）及相應規格或文件（包括但不限於 Apple 商務用戶指南及 Apple 平台部署）（統稱「**文件**」）；或 (d) 任何以提述方式納入本協議的其他功能、

服務、整合、產品或計劃(上述(a)至(d)項合稱「**Apple 商務服務**」)。某些 Apple 商務服務(各自稱為「**平台服務**」)受其自身的條款及細則(統稱「**平台服務條款**」)約束，而這些條款及細則附加於本協議之上。若本協議與任何平台服務的平台服務條款有任何抵觸，則對於平台服務，概以平台服務條款為準。

Apple 商務服務讓閣下可以自訂自己在 Apple 平台上的形象，其中的「**品牌服務**」可供閣下控制品牌在整個 Apple 生態系統的顯示方式，以及個人化閣下在 Apple 地圖上的位置資訊。此外，Apple 商務服務子集允許組織對所擁有、控制或管理的 Apple 裝置和帳戶管理部署和配置，並啟用該等裝置和帳戶對其他可用 Apple 功能和服務的存取權（「**管理式服務**」）。品牌服務受附件 1 (品牌服務附加條款) 所列的附加條款約束。使用管理式服務受附件 2 (管理式服務附加條款) 所列的附加條款約束。如有抵觸，品牌服務和管理式服務將分別以《品牌服務附加條款》及《管理式服務附加條款》為準。

2. 存取 Apple 商務服務

每位代表都必須以 Apple 帳戶登入 Apple 商務。使用管理式服務時，代表必須以管理式 Apple 帳戶登入 Apple 商務，或將現有 Apple 帳戶轉換為管理式 Apple 帳戶。Apple 帳戶關聯資料 (例如電郵地址及年齡) 會用於判斷代表是否符合資格在 Apple 商務開設帳戶。Apple 帳戶的關聯姓名、電郵地址和電話號碼會用於代表的 Apple 商務帳戶。如果 Apple 帳戶被刪除，則代表將無法再使用該 Apple 帳戶登入 Apple 商務。

首位登入 Apple 商務以註冊組織的代表，在 Apple 商務的角色將為「**管理員**」。擔任管理員的代表可以管理組織及所有代表對 Apple 商務服務的存取和使用。為了提供 Apple 商務服務及維持其完整性，組織的管理員或可檢視各個代表的資料。Apple 可能會限制各組織可以擁有的管理員人數，並單方面變更任何代表的角色。

代表透過 Apple 商務服務以組織名義提交的任何資訊可能會被保留，用於提供和改進 Apple 商務服務及其他 Apple 產品。「**Apple 產品**」意指以 Apple 或 Apple 附屬品牌分發，或由 Apple 以其他方式提供的任何技術、軟件、硬件、服務、裝置、平台或產品，包括但不限於 Apple 開發者版本、預商用版本及其他非商用軟件或硬件版本。閣下在存取及使用 Apple 商務服務時，必須遵循相關文件。

不得以 Apple 商務或 API 以外的渠道存取或使用 Apple 商務服務。透過 API 存取 Apple 商務服務必須使用金鑰。要產生金鑰，管理員必須在 Apple 商務上為組織新增 API 帳戶（「**API 帳戶**」）。新增的所有 API 帳戶 (及所產生的金鑰) 和與之相關的所有活動由閣下全權負責，包括維護機密性和安全性。閣下將：(a) 不允許除代表以外的任何人使用與組織相關的任何帳戶或金鑰 (且僅限於 Apple 在文件或本協議中明確允許的

有限範圍內)；(b) 不得使用他人的帳戶或金鑰；(c) 立即通知 Apple 任何未經授權的使用或任何其他影響 Apple 商務服務安全的違規行為；及 (d) 確保任何代表的登入資料僅供該代表本人使用。

在或透過 Apple 商務上所有組織關聯帳戶和金鑰所發生的活動，包括但不限於代表存取及使用 Apple 商務服務，閣下須全權負責。在閣下與 Apple 之間，閣下須對代表的任何作為或不作為全權負責並承擔法律責任。對於因未經授權存取或以其他方式使用任何帳戶或金鑰 (包括但不限於代表存取或使用) 而產生的任何損失，Apple 概不負責。

3. 組織資訊

閣下承諾提供並保存向 Apple 註冊 Apple 商務及在使用 Apple 商務服務時所需的資訊，包括但不限於姓名、實體地址、網域或所要求的其他資訊 (統稱「**組織資訊**」)，並確保資訊準確、最新、真實且完整。組織資訊將用於在註冊過程中驗證組織。如果 Apple 未能驗證組織，或閣下未能完成註冊程序 (包括但不限於未能提供 Apple 要求的額外組織資訊)，Apple 可以終止本協議或閣下對 Apple 商務的存取權。

閣下確認並同意，對於透過閣下存取 Apple 商務及使用 Apple 商務服務上載、下載、發佈、傳輸、儲存或以其他方式提供的組織資訊，閣下須全權負責並承擔法律責任。閣下確認並同意必須及時提供、存取及協助獲取完整和準確的組織資訊，讓 Apple 得以提供 Apple 商務服務。閣下了解並確認，若未能提供、更新及維持準確、最新、真實且完整的組織資訊，可能會導致閣下對 Apple 商務服務的存取或使用權隨時被暫停或終止。

根據管理式服務附加條款，組織資訊可用於提供 Apple 商務服務、預防詐騙，以及就 Apple 商務服務與閣下通訊，包括但不限於最新消息、新功能和推廣。閣下確認並同意，閣下使用 Apple 商務服務時，Apple 須向閣下提供予 Apple 的電郵地址或其他通訊方式發送通訊。閣下同意，除非適用法律強制條文另有規定，否則 Apple 可以透過電郵或其他方式向閣下發送英文通訊。閣下在此確認，閣下有能力閱讀及理解英文通訊，或有能力將英文通訊翻譯為閣下偏好的語言，或閣下所屬司法管轄區強制要求的語言，而 Apple 不承擔任何費用。

在管理式服務附加條款的約束下，閣下確認並同意 Apple 可以保留組織資訊、組織關聯帳戶的帳戶資訊，以及與閣下 (及每位代表) 使用 Apple 商務服務相關的資訊，包括根據閣下居住/所在地或受其管轄的司法管轄區的法律要求，或按照 Apple 私隱政策規定 (詳見 <https://www.apple.com/legal/privacy/en-ww/> 或其後繼版本)，且此類保留可能會在閣下終止使用 Apple 商務服務後繼續存在。「**法律**」意指任何政府實體的任何 (1) 法令、法規、憲法、規例、命令或指令、(2) 政府實體屬簽署方的條約、協議、契約或其他協議、(3)

對上述任何內容的司法或行政詮釋或應用，或 (4) 具有法律效力的判決先例。「政府實體」意指：(i) 國家、州/省或地方政府；(ii) 其下的委員會、委員、部門、分部、機關、法院、機構或政治分支；以及 (iii) 任何 (i) 或 (ii) 中所列實體為其成員或受其管轄的協會、組織或機構。

4. 組織內容

閣下確認並同意，對於透過閣下存取 Apple 商務及使用 Apple 商務服務上載、下載、發佈、傳輸、儲存或以其他方式提供的任何品牌、標誌、數據、資料或其他內容（「組織內容」），閣下須全權負責並承擔法律責任。閣下聲明、保證並承諾，閣下已取得所有必要的許可和同意，可以使用、展示、執行、修改、調整、編譯、重現、複製、分發、傳輸及創作組織內容的衍生作品。「衍生作品」意指以一個或多個先前存在的作品為基礎的作品，例如修訂、增強、改進、修改、翻譯、註釋、標籤、節略、濃縮、擴充，或以任何其他形式將該等先前存在的作品重寫、轉換或改編。

在任何組織資訊同時構成組織內容的範圍內，適用於組織內容的條款亦適用於該等組織資訊，唯如果該等組織資訊構成個人資料，且僅為閣下使用管理式服務之目的而提供，則須受管理式服務附加條款約束。閣下進一步知悉並同意，組織內容可能會公開發佈，並可供其他人在使用 Apple 商務服務時使用。Apple 可以使用組織內容，以提供、改進及加強 (a) Apple 商務服務及其他 Apple 產品，以及 (b) 在 Apple 產品中搜尋、發掘和回應與組織相關的終端使用者查詢。

5. 使用 Apple 商務服務

A. 系統要求。使用 Apple 商務服務需要相容的硬件、互聯網或流動網絡連線、特定軟件，並可能需要不時取得更新或升級。閣下可能需要承擔與這些系統要求相關的費用。由於使用 Apple 商務服務涉及硬件、軟件以及互聯網或流動網絡連線，閣下能否使用 Apple 商務服務可能會受這些因素的效能影響。強烈建議閣下使用高速互聯網或流動網絡連線。閣下確認並同意，閣下須負責遵循該等系統要求 (可能不時變更)。

B. 可用性。閣下有責任維護閣下在使用 Apple 商務服務時向 Apple 提供組織內容和組織資訊的適當備份副本。閣下了解並確認，Apple 商務服務可能存在儲存空間、傳輸或交易限制。如果閣下達到該等限制，則閣下可能無法使用 Apple 商務服務，或可能無法存取或擷取 Apple 商務服務資料。

C. 更新；不設支援或維護。Apple 可隨時根據下述內容擴展、加強、暫停、終止或修改 Apple 商務服務 (或其任何部分) 而不另行通知，且 Apple 在行使該等權利時概不對閣下或任何第三方負責。Apple 並無義務向閣下提供 Apple 商務服務的任何錯誤修正、更新、升級、修改、增強功能或新發佈/版本（「更新」）。如果 Apple 發佈更新，則本協議的條款將適用於該等更新，除非有關更新另附協議，在此情況下將以另附

的協議條款為準。閣下確認並同意，該等更新可能會影響閣下能否使用、存取 Apple 商務服務或與之互動，而且該等更新所包含的特色、服務或功能可能與 Apple 商務服務的現有特色、服務或功能有所不同。

閣下確認並同意，Apple 並無義務為 Apple 商務服務提供任何維護、技術或其他支援。閣下亦確認並同意，Apple 並無明示或暗示的義務在未來向閣下或任何人宣佈或提供任何 Apple 商務服務更新。閣下進一步確認，該等更新可能要求閣下自費變更或更新閣下的網站或應用程式。

D. 美國政府終端使用者。Apple 商務服務及 Apple 產品均屬「商業產品」(定義見 48 C.F.R. § 2.101)，涵蓋「商用電腦軟件」和「商用電腦軟件文件」(定義見 48 C.F.R. § 12.212 或 48 C.F.R. § 227.7202) 並以適用者為準。閣下確認並同意 Apple 商務服務和 Apple 產品屬於僅限商業用途的商用產品。在符合 48 C.F.R. § 12.212 或 48 C.F.R. § 227.7202-1 至 227.7202-4 (以適用者為準) 的規定下，商用電腦軟件和商用電腦軟件說明文件 (a) 只作為商業產品向美國政府的終端使用者授予許可，及 (b) 只附有根據本許可證條款及細則授予所有其他終端使用者的權利。未公開之權利則依照美國版權法予以保留。

Apple 並非美國聯邦政府之承包商或分包商，亦非美國聯邦撥款受領人或次受領人。閣下不得對 Apple 施加任何法定、監管或合約義務，以致 Apple 成為本協議相關的美國聯邦政府承包商或分包商，或美國聯邦撥款受領人或次受領人。

6. 授權與限制

A. 閣下對 Apple 商務服務的使用。在必須遵守本協議條款的情況下，閣下獲授予有限、非專屬、可撤銷、不可再許可和不可轉讓的許可，以存取和使用 Apple 商務服務，但無權以目前已知或日後發明的任何格式重現、分發、修改、轉換或創作 Apple 商務服務的衍生作品。在本協議有效期內，閣下可以僅為內部使用及 (如與任何技術規格相關) 僅為開發或測試 API，製作及分發 Apple 就閣下使用 Apple 商務服務而建立的任何分析或報告 (統稱「Apple 商務分析」) 的合理副本數量，以及 Apple 在本協議下提供的任何文件。Apple 商務分析屬於 Apple 機密資訊。

若閣下是涵蓋實體、業務夥伴、涵蓋實體/業務夥伴的代表 (根據這些字詞在 45 C.F.R § 160.103 中的定義) 或者醫療服務供應商或實體，則閣下同意不會將 Apple 商務服務的任何組成部分、功能或其他設施用於建立、接收、維護或傳輸任何「受保護健康資料」(根據此等字詞在 45 C.F.R § 160.103 中的定義) 或適用法例下的同等健康資料，或者使用 Apple 商務服務的方式不會使 Apple 成為組織/任何第三方的業務夥伴，或不會使 Apple 直接受適用的健康資料私隱法例約束。

閣下確認 Apple 商務服務包含 Apple 及其授權人擁有的專有內容、資訊和材料，並受適用的知識產權和其他法律保護。除非 Apple 書面同意，否則閣下不得以任何方式使用此等專有內容、資訊或材料。本協議中未明確授予的一切權利均為保留權利，Apple 並未透過暗示、禁止反言或其他形式，明示或暗示授予任何其他許可、豁免或權利。Apple 保留權利現時或未來就使用 Apple 商務服務 (包括但不限於管理式服務) 收取或更改費用。

B. 有關閣下使用 Apple 商務服務的指引。閣下使用 Apple 商務服務時須遵守附表 A (Apple 商務服務指引) 所載的規則，或 Apple 商務用戶指南 (<https://www.support.apple.com/guide/business/> 或其後繼版本) 所述的規則，兩者都可能不時更新而不另行通知 (「指引」)。閣下將監察並確保各代表對 Apple 商務服務的使用符合指引。Apple 可能會監察閣下對 Apple 商務服務的使用，以確保閣下符合指引。

C. 向 Apple 授權。閣下特此授予 Apple 非專屬、免版稅、可再許可、不可撤銷、永久、全球且已全額支付的權利及許可，可以為 Apple 商務服務和其他 Apple 產品、市場營銷和推廣用途，以及本協議許可的任何其他用途，使用、展示、執行、修改、改編、編譯、重現、複製、分發、傳輸及以其他方式利用組織資訊和組織內容 (包括但不限於其中包含或可從中取得的所有文字、圖片、商標、品牌特色或任何其他知識產權)，及以組織資訊和組織內容為基礎創作衍生作品。

D. 意見。有關 Apple 商務服務、由 Apple 或代表 Apple 使用組織資訊或組織內容創作的衍生作品，或其他 Apple 知識產權 (包括但不限於與 Apple 商務服務相關的程式碼、工具及技術) (統稱「Apple IP」) 的所有建議、改進、評論及其他形式的意見，連同閣下或代表閣下向 Apple 提供的所有知識產權或其他專有權利 (統稱「意見」)，均為 Apple 的專有資產，Apple 可以自由使用而無需取得閣下同意或支付任何報酬。

E. 拒絕的權利。Apple 保留權利審核及：(i) 隨時在無需通知下基於任何理由 (包括但不限於 Apple 認為組織內容可能使 Apple 承擔刑事或民事責任、可能違反本協議或 Apple 的政策、可能對 Apple 品牌產生負面影響，或可能損害 Apple 的商業利益) 拒絕、移除、封鎖、暫停或取消閣下的帳戶、組織資訊或組織內容 (或其任何部分)；(ii) 修改組織資訊或組織內容；或 (iii) 不使用或不展示全部或部分組織資訊或組織內容。Apple 未拒絕、移除、封鎖、暫停或取消任何組織資訊或組織內容的事實，並不會以任何方式免除、減少、限制或以其他方式影響閣下在本協議下的責任和義務。Apple 從 Apple 商務服務中移除的任何組織資訊或組織內容均不得重新提交。

F. API。Apple 保留權利隨時全權酌情決定撤銷閣下的 API 金鑰和類似憑證，即使閣下的 API 使用符合文件及本協議所載的要求。如果 Apple 提出要求，閣下同意及時向 Apple 提供有關閣下的 API 實施情況資訊。閣下也同意與 Apple 合作，回答 Apple 就此類實施提出的問題，並提供 Apple 要求的資訊和材料。

G. Beta 測試。閣下確認並同意除非另有協議，否則 Apple 或其關聯公司可以在已通知或不通知閣下的情況下，進行、參與或實施可能直接或間接使用組織內容，或以其他方式影響閣下使用 Apple 商務服務的測試或實驗（統稱「測試」）；有關測試或實驗屬於 Apple 機密資訊，並受本協議約束。閣下同意不披露有關該等計劃、產品或特色的任何非公開資訊，包括其存在。

7. 知識產權

A. 擁有權。除非本協議另有規定，否則在 Apple 與閣下之間，閣下對組織內容的一切權利、所有權和權益（包括一切知識產權），前提是組織內容不含任何 Apple IP 或任何 Apple 機密資訊。本協議並未明確授予的一切權利均由 Apple 和閣下各自保留。如果閣下擁有或取得 Apple IP 的任何權利、所有權或權益，閣下將不可撤銷地將所有此等權利、所有權和權益轉讓給 Apple，Apple 無需向閣下或任何第三方承擔或支付版稅。

閣下同意 Apple 商務服務可能載有 Apple 授權人或其他第三方所擁有的專有資訊和材料，並受適用的知識產權法及其他法律保護，且除非在遵守本協議的前提下使用 Apple 商務服務，否則閣下不得以任何方式使用該等專有資訊或材料。除非本協議明確規定，且除非適用法律禁止 Apple 限制閣下這樣做，否則未經 Apple 明確書面同意，Apple 商務服務的任何部分不得以任何形式或任何方式重現。

B. 版權和商標。Apple 商務服務的所有版權均屬 Apple 或其授權人所有。Apple、Apple 標誌以及 Apple 商務服務使用之其他 Apple 商標、服務標章、圖形和標誌，均屬 Apple Inc. 於美國及/或其他國家/地區之商標或註冊商標。對於上述任何商標或對此等商標的任何使用，閣下並未獲授予任何權利或許可。

8. 聲明和保證

閣下在此聲明、保證並承諾：

A. 閣下擁有訂立及遵守本協議的全部權力，而在 Apple 提出要求後，閣下可立即向 Apple 證明此等權力和授權，而且了解並確認若未能做到，將視為嚴重違反本協議；

B. 閣下不會也不會致使或容許任何代表，以本協議條款嚴格許可範圍外的方式使用 Apple 商務服務，而且有關使用必須出於授權和合法目的，並符合一切適用法律，包括閣下居住或所在地、閣下受其管轄以及組織內容可供使用的司法管轄區之法律。這包括但不限於確保閣下對管理式服務的存取、使用或啟用符合有關資料儲存的一切適用法律；

C. 對於使用組織內容及允許本協議下的所有組織內容使用，閣下擁有並應維持一切必要權利、授權、許可和同意；如果閣下不再擁有該等權利、授權、許可或同意，則閣下應刪除任何組織內容；

D. 閣下、任何直接或間接控制閣下或與閣下受共同控制的實體或個人，以及代表都並非：(i) 在 Apple 商務服務適用的國家或地區的任何制裁名單上 (包括但不限於美國財政部特別指定國民名單、美國商務部的被拒人員名單或實體名單)，(ii) 位於任何受美國禁運的國家或地區，或在當地經營業務，或 (iii) 屬於 15 C.F.R § 744 定義及範圍內的軍事終端使用者。「控制」意指直接或間接擁有指導或促成指導另一方實體管理政策的權力，不論透過具投票權之證券的擁有權、註冊資本權益、合約或其他方式。

E. 如果閣下代表第三方存取、使用或實施 Apple 商務服務：(i) 閣下現時及未來均已獲合法授權，可以有關身分代表該等第三方存取、使用及實施 Apple 商務服務；(ii) 閣下對 Apple 商務服務的存取、使用及實施不得超出該等第三方所授予的合法授權；(iii) 閣下同意本協議以及使用 Apple 商務服務所需的任何其他義務；及 (iv) 該等第三方已授權閣下在合理需要時與 Apple 溝通，包括驗證本協議所述的必要授權，以及根據適用法律提供所需的資訊或材料，而且閣下應在 Apple 要求時協助 Apple 進行該等溝通；及

F. 閣下已就存取 Apple 商務服務而目前、曾經或將會成為政府實體的官員或僱員（「政府相關方」）之任何大股東、合夥人、主管、董事或經理，向 Apple 提供完整且準確的資訊。如組織任何時候知悉或有理由相信某代表曾經或將會成為政府相關方，則在法律允許的範圍內，組織應立即以書面通知 Apple。

9. 免責聲明

根據閣下所在司法管轄區的法律，閣下可能享有非獨家的權利或彌償。本協議中的任何內容，均無意亦不會導致法律規定不能限制、修改或排除的責任遭到限制、修改或排除。本協議中對 Apple 責任的任何及所有限制或排除，僅在法律允許此等限制的最大範圍內適用。

Apple 並不保證、聲明或擔保閣下使用 Apple 商務服務會不間斷或毫無錯誤，閣下亦確認並同意 Apple 可全權酌情決定對 Apple 商務服務的使用或存取施加限制或約束、可於無限期內移除部分或全部 Apple 商務服務，或可隨時終止提供 Apple 商務服務 (或其任何部分)，無需事先通知或承擔任何責任。

Apple 不擔保、聲明或保證 Apple 商務服務在所有地點皆有提供，且 (在服務可供使用的範圍內) 有關地點使用的所有語言都將可用。Apple 亦不聲明 Apple 商務服務適合或允許在特定地點使用。

閣下進一步確認 Apple 商務服務並非有意或適用於若 Apple 商務服務出現故障或時間延誤、或所提供的內容、數據或資訊出現錯誤或不準確之處時，可能會導致人身傷亡或嚴重的有形或環境損害的情況或環境，包括但不限於操作核子設施、飛機導航或通訊系統、空中交通管制系統、生命維持機器或武器系統。

任何由 Apple 或任何 Apple 人員提供的口頭或書面資訊或建議，均不構成本協議中未明確聲明的保證。如證實 Apple 商務服務存有瑕疵，閣下須承擔所有必要的維修、修理或修正的全部費用。

閣下明確同意因使用或無法使用 Apple 商務服務而衍生的風險由閣下獨自承擔。Apple 商務服務是基於「現況」和「現有」基礎供閣下使用，不附帶任何類型的明示或默示保證，包括但不限於對適銷性、令人滿意的質量、是否適合作某特定用途、適時性、不受干擾地享用、所有權、準確度和非侵權等方面的所有默示保證。Apple 不聲明或保證 Apple 商務服務能符合閣下的要求、能與任何其他 Apple 產品或任何第三方軟件、應用程式、產品、服務或內容相容或配合使用，或能免於網絡故障、損失、損毀、攻擊、病毒、干擾、駭客入侵或其他安全侵襲，且 Apple 概不承擔任何相關法律責任。

10. 免責

閣下須於法律允許的最大範圍內，於稅後基礎上為 Apple 及其董事、主管、僱員、關聯公司、代理、承包商及授權人（每一方均為「**Apple 受償方**」）作出彌償並使其不受損害，並根據 Apple 全權選擇為上述各方就以下各項辯護：(i) 任何仲裁、司法或行政訴訟、訟案、索賠、要求、調查或程序（統稱「**程序**」，連同利息統稱「**損失**」）中裁定或和解支付的所有款項，及 (ii) 為辯護程序或任何相關調查或協商所產生的任何自付費用，包括但不限於法院立案費、法院費用、仲裁費、證人費、律師及其他專業人士費用及支出（統稱「**訴訟費用**」，連同損失統稱「**可賠償損失**」），該等損失針對一個或多個 Apple 受償方提出，且由下列原因引起或與之相關：(a) 閣下或任何代表違反本協議、違反本協議中的任何陳述、保證或承諾、未能遵守任何適用法律，或在存取或使用 Apple 商務服務時的作為或不作為；(b) Apple 根據本協議允許，單獨或結合其他內容使用或推廣組織資訊或組織內容；(c) 因本協議而導致對 Apple 或任何第三方的專利、版權、商標、商業秘密、光罩作品或任何其他知識產權或專有權的挪用、違反或侵犯；(d) 因組織內容引起的誹謗，或侵犯他人的保密權或私隱權；(e) 與組織內容相關的虛假、具誤導性、不公平或濫用行為或實踐；或 (f) 組織履行本協議下的義務或使用 Apple 商務服務而導致人身傷害或財產損失（上述 (a) 至 (f) 項合稱為「**索賠**」）。未得 Apple 事先書面同意，閣下不得承認任何責任、就以任何形式影響 Apple 權利或約束 Apple 或任何 Apple 受償方的任何索賠（或類似協議）達成任何和解，亦不得公開與 Apple 或任何 Apple 受償方相關的任何和解詳情。

Apple 應就其要求賠償的任何索賠立即通知閣下。如閣下在該等通知發出後十 (10) 天內未有回覆，則將視為閣下不對有關索賠提出異議。若要承擔索賠的辯護責任，閣下必須向 Apple 發出通知，表示閣下接受 Apple 的辯護要求。此後，閣下應立即聘請 Apple 合理認可之獨立法律顧問代表閣下處理索賠事宜。在以下情況，Apple 受償方可自行選擇律師參與索賠的辯護，且無需閣下的參與：(1) 閣下通知 Apple 受償方閣下拒絕為索賠辯護，(2) Apple 受償方向閣下發出索賠通知後的第十天午夜前，閣下未通知 Apple 受償方閣下將為該等索賠辯護，或 (3) 同一律師認為同時代表閣下和 Apple 受償方會構成利益衝突。在閣下承擔該等索賠的辯護之前，Apple 受賠償方因索賠辯護而衍生的任何訴訟費用，均應由閣下支付。閣下須支付的金額，應足以在稅後使 Apple 受賠償方恢復至若未發生該等可賠償損失時本應處於的相同狀況。

11. 有限責任

在適用法律未禁止的範圍內，Apple 及其董事、主管、僱員、關聯公司、代理、承包商或授權人，無論任何情況均不對因本協議或閣下使用、存取（或無法使用或存取）Apple 商務服務而引起或與之相關的人身傷害或任何直接、間接、附帶、懲罰性、特殊或後果性損害（包括任何商業損害或損失）承擔責任，包括但不限於資料或資訊損毀或遺失、利潤損失、業務中斷、無法傳輸或接收任何資料或資訊、任何產品、服務、

特色或功能的任何錯誤或遺漏，或因使用或無法使用透過 Apple 商務提供的任何產品、服務、特色或功能而導致的任何類型損失或損害，無論基於合約、保證、侵權 (包括疏忽)、產品責任、違反任何法定義務、賠償原則或其他理論，即使已被告知其可能性，且即使補救措施未能達到其基本目的也是如此。在任何情況下，Apple 根據本協議就任何類型的損害對閣下承擔的全部責任 (無論基於侵權或合約，除非適用法律另有要求，例如涉及人身傷害) 均不會超過五十美元 (\$50.00 USD)。即使上述規定的補救措施未能達到其基本目的，上述限制仍將適用。

12. 保密

作為閣下使用 Apple 商務服務的一部分，Apple 可能會以任何形式 (例如書面、口頭、視覺、電子，或任何其他有形或無形形式) 向閣下提供非公開、專有或機密資訊或材料，無論是否標示或指定為機密，包括對尚未向公眾普遍開放的預發佈功能的存取 (統稱「Apple 機密資訊」)。閣下同意，所有預發佈功能 (包括預發佈文件) 及其他披露預發佈功能的 Apple 資料均被視為 Apple 機密資訊；唯預發佈功能於商業發佈後將不再屬於機密。閣下進一步同意，所有與 Apple 商務服務相關、且由 Apple 或代表 Apple 取得、產生或建立的資料及任何使用者相關活動，均被視為 Apple 機密資訊。儘管有以上陳述，Apple 機密資訊將不包括：

- (a) 公眾廣泛和合法得知的資訊，非因閣下之錯失或違反本協議所致；
- (b) Apple 廣泛提供予公眾的資訊；
- (c) 由閣下獨立開發且未使用或引用任何 Apple 機密資訊的資料；或
- (d) 從有權轉讓或披露予閣下而無保密義務的第三方正當獲得的資訊。

閣下承諾保護 Apple 機密資訊，所採取的保護措施至少與保護重要性相若之機密資訊具同等關注程度，而不低於合理關注程度。閣下同意僅出於存取和使用 Apple 商務服務以及履行閣下在本協議下的義務之目的使用 Apple 機密資訊，並承諾不將 Apple 機密資訊用於任何其他目的，包括為閣下自身或任何第三方的利益。閣下進一步承諾不披露或散播 Apple 機密資訊，(i) 除了為實現有關目的而有必要知悉的代表，且該等代表須受至少與本協議所規定保密義務同等嚴格的書面協議約束；或 (ii) 除非事先獲得 Apple 書面同意或許可。如代表違反本第 12 條任何條款，閣下將須承擔相關責任。閣下可在適用法律允許的範圍內披露 Apple 機密資訊，前提是閣下須採取合理步驟在作出此等披露之前就該等要求通知 Apple，並對 Apple 機密資訊採取保護處理。閣下知悉因不當披露 Apple 機密資訊而造成的損害可能無法彌補，因此 Apple 有權在所有其他補救措施之上尋求衡平法濟助，包括禁制令和臨時禁制令。

13. 資料私隱及安全

除非本協議另有規定，否則 Apple 就 Apple 商務服務所進行的一切資料處理，均會依照公開發佈的私隱政策 (詳見 <https://www.apple.com/legal/privacy/en-ww/> 或其任何後續版本) 進行。如需進一步了解哪些 Apple 實體負責處理與 Apple 商務服務相關的已識別或可識別個人的資料 (「個人資料」)，請參閱

<https://www.apple.com/legal/privacy/en-ww/affiliated-company/>。閣下同意遵守所有與個人資料相關的適用法律，包括涉及將個人資料從任何司法管轄區傳輸到任何其他司法管轄區的法律。

使用 Apple 商務服務，即表示閣下確認並同意 Apple 可使用有關閣下使用 Apple 商務服務的資訊，作 (包括但不限於) 提供、評估、修改或改進 Apple 商務服務，以及與閣下就 Apple 商務服務通訊等用途。閣下也確認並同意，Apple 可以收集和使用與 Apple 商務服務相關的終端使用者活動等資料。該等資料將會用於分析、報告及提升 Apple 商務服務。Apple 收集與 Apple 商務服務有關的所有資料，均會按照公開發佈的私隱政策處理和使用，詳見 apple.com/privacy 或其任何後續版本。

閣下進一步確認並同意，除非獲得 Apple 明確書面同意或法律要求，否則不得使用 Apple 向閣下提供的任何資料 (包括但不限於與終端使用者相關的報告) 來重新識別個人身分。儘管有上述規定，與閣下使用 Apple 商務服務相關的個人資料 (包括姓名、電郵地址及電話號碼) 將可供與組織關聯的其他帳戶查看，以提供和維護 Apple 商務服務。

根據 Apple 的追蹤政策，閣下同意就 Apple 商務服務而言，除非透過「App 追蹤透明度 API」並獲得使用者的明確許可，否則閣下不會也不會試圖存取、使用或以其他方式處理任何可用於追蹤個人或裝置的資訊。追蹤一詞的定義詳見 Apple 政策和指引，包括 <https://developer.apple.com/app-store/user-privacy-and-data-use> 或其任何後續版本。

14. 修改或修訂

Apple 保留權利隨時酌情決定修改或修訂本協議，無論通知閣下與否。若有通知，則修改後的條款將按照第 18 條 (通知) 向閣下發出通知時生效，或於該等通知所指明的較後時間生效。閣下確認並同意，定期查閱本協議是閣下的責任。如閣下不同意本協議的任何修改，則必須即時停止所有存取及使用 Apple 商務服務。如果閣下在本協議作出任何修改後繼續使用 Apple 商務服務，即被視為閣下接受修改後的協議。

15. 終止或暫停

任何一方均可隨時在無原因下全權酌情決定發出通知終止本協議，但在發出該等終止通知後，閣下如繼續使用 Apple 商務服務，則須遵守當下的現行協議。閣下可以透過電郵向 Apple 客戶支援團隊發出通知。於本協議終止或期滿時，除本協議另有明確規定外：(a) 根據本協議，任何一方授予對方的任何權利、許可、同意及授權將即時終止，唯本協議授予 Apple 的許可除外，該等許可將於本協議期滿或終止後繼續有效；及 (b) 閣下將停止存取及使用 Apple 商務服務。

本協議第 6(b) 至 6(e) 條及第 7 至 25 條所載的權利和義務，於本協議期滿或終止後將持續有效。儘管會有任何與本協議相反的情況，Apple 可全權酌情決定立即直接或間接暫停、終止或以其他方式拒絕閣下存取或使用服務的全部或部分，而無需事先通知。若 Apple 行使此等權利，將無需對協議或任何第三方承擔任何責任。本第 15 條並無限制 Apple 在法律、衡平法或本協議下可享的任何其他權利或彌償。

16. 雙方關係

本協議並無就閣下與 Apple 之間建立任何代理、合夥、合資、僱傭或信託關係，或任何其他形式的法律關係，閣下亦不得以明示、暗示、表現或其他方式對此作出相反聲明。本協議非為任何第三方之利益而存在。

17. 新聞稿或其他公開資料

未經 Apple 明確書面批准 (Apple 可全權酌情決定不予批准)，閣下不得就本協議或任何關係發佈任何新聞稿或發表任何其他公開聲明。

18. 通知

本協議的所有相關通知必須採用書面形式。所有由 Apple 向閣下發出的通知，只要發送至閣下就 Apple 商務服務向 Apple 提供的電郵地址或郵寄地址，即視為已送達。閣下同意定期查閱電郵地址及郵寄地址以查收 Apple 向閣下發出的通知，並及時查閱所有該等通知；如閣下無法再取用就 Apple 商務服務向 Apple 提供的電郵地址或郵寄地址，應立即通知 Apple。除非本協議另有規定，否則就本協議向 Apple 提供的所有通知於以下情況將視為已發出：(a) 親自交付，(b) 在有書面派遞證明的商業通宵貨運商寄送後三 (3) 個工作天內，或 (c) 透過已預付郵資的第一級或掛號郵件寄出後五 (5) 個工作天內，以上述 (a)、(b) 或 (c) 中所述的方式寄送至：Apple Inc., Legal (attn: Apple Business Legal), One Apple Park Way, MS 37-2ISM, Cupertino, CA 95014, United States。一方可以按照上述說明或透過 Apple 商務以書面通知另一方，以更改電郵或郵寄地址。

19. 解決爭議；管轄法律

因本協議引起或與之相關的所有爭議，將根據國際商會仲裁規則（「ICC 規則」）由三名根據 ICC 規則委派的仲裁員作出最終裁決。

仲裁地點為加州三藩市，仲裁語言為英語。除 ICC 規則外，雙方同意仲裁應該依據國際律師協會 (IBA) 有關國際仲裁取證的規則進行。

雙方承諾對任何仲裁和所有仲裁裁決，以及在仲裁相關程序中的所有材料和另一方在程序中提供的所有其他非公開文件予以保密；唯如因法律義務、為保護或行使法律權利，或於法院或其他司法機關的法律程序中執行或挑戰裁決而須披露，則不在此限。

仲裁的直接費用 (包括仲裁員的費用及支出) 原則上應由雙方平均分擔，唯須遵守 ICC 規則。法庭記錄員及庭審筆錄的費用 (如有) 應由提出要求一方承擔，除非要求由仲裁員提出，則費用將由雙方平均分擔。雙方應承擔各自的費用及律師費，仲裁員無權裁定任何一方的費用或律師費由另一方承擔。

本協議及因本協議引起或與本協議有關的任何爭議，均受紐約州法律管轄，無需考慮其法律選擇原則；唯本仲裁條款及根據本協議進行的任何仲裁，均受《聯邦仲裁法》第 1 和第 2 章管轄。《國際貨物銷售合同公約》不適用於本協議。

本協議中的任何內容均不妨礙任何一方向任何有管轄權的法院尋求臨時措施，且任何此等要求均不應被視為與仲裁協議相抵觸或放棄仲裁權。雙方特此放棄獲得任何臨時濟助時所需的任何擔保要求。

20. 合規

除非依據美國法律、閣下存取或使用 Apple 商務或使用 Apple 商務服務所在地之司法管轄區法律，或任何其他適用法律授權，否則閣下不得使用、出口、再出口、進口、出售或轉讓 Apple 商務服務或其任何部分。具體包括但不限於：閣下同意 Apple 商務服務不得在任何美國禁運國家/地區中使用，或出口或再出口到這些國家/地區，或美國財政部發佈的特別指定國民名單或美國商務部發佈的被拒人員名單、被拒實體名單或任何其他受限制方名單上的任何人士，或供這些人士使用。

21. 第三方材料

Apple 商務服務的部分內容可能會顯示、包含、使用或提供來自第三方的資訊、軟件、材料或服務，或提供某些第三方網站的連結 (「**第三方材料**」)。第三方材料的確認、許可條款和免責聲明載於 Apple 商務服務或其適用部分的電子文件中，而閣下對該等第三方材料的使用受各自的條款約束。

Apple 並未聲明 Apple 商務服務或第三方材料適用、準確，或可在任何特定地點使用。選擇使用或存取第三方材料由閣下自行承擔風險，閣下有責任遵循任何適用法律、條款或其他要求。對於任何第三方材料或任何其他第三方材料、產品或服務，Apple 概不作任何保證或代言，亦不對閣下或任何其他人承擔和負有任何法律責任或負責。Apple 商務服務及第三方材料並非所有語言及國家或地區皆適用。

22. 其他協議

任何在閣下與 Apple 之間生效但未納入本協議，或未透過引用納入此處或他處之任何其他協議「其他協議」，均為獨立於本協議。除非本協議或其他協議中另有書面規定，否則本協議在任何情況下均不得視為其他協議的條款，反之亦然。任何違反本協議的行為並不構成違反其他協議，反之亦然。閣下確認並同意，閣下根據本協議履行的義務，並不以 Apple 是否訂立任何進一步協議或提供與 Apple 商務服務相關的任何額外聲明或保證為前提條件。

23. 管轄語言

本協議的英文 (美國) 版本應為原件、規管文書和雙方之間的理解。如果 Apple 以任何其他語言或任何其他英文版本提供本協議，則在與任何其他語言的譯本或任何其他英文版本出現抵觸時，概以英文 (美國) 版本為準 (前提是不違反適用法律的強制性規定)，除非此等其他版本另有明確規定。如果閣下是法國或加拿大魁北克省的政府機構、部門、機關或組織，則受以下條款約束：雙方謹此確認已要求本協議及所有相關文件以英文草擬。Les Parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

24. 主權豁免

在任何司法管轄區，若閣下或閣下的資產有權享有豁免權 (無論是國家/地區、主權或其他形式)，免於因閣下在本協議下的義務受到法律文書送達、管轄權、訴訟、判決、執行、扣押 (無論在判決前、協助執行或其他形式) 或法律程序，或在任何該等司法管轄區內該等豁免權 (無論閣下是否主張) 可歸屬於閣下或閣下的資產，閣下在此不可撤銷地同意不主張並放棄該等豁免權，並以該等司法管轄區法律允許的最大範圍為限，其目的 (除其他外) 在於使該等豁免權的放棄具有不可撤銷的效力。

25. 其他事項

本協議構成閣下與 Apple 之間的完整協議，規範閣下對 Apple 商務服務的存取和使用，並取代閣下與 Apple 之間所有先前的協議，唯第 22 條 (其他協議) 中規定的除外。Apple 可在無需任何限制或通知的情況下，全部或部分轉讓其在本協議下的權利和義務。未得 Apple 事先書面核准，閣下不得轉讓本協議 (或閣下在本協議下的義務)，包括但不限於透過法律規定、合併或任何其他方式；任何未經事先書面核准而試圖轉讓本協議的行為均屬無效。若本協議任何部分被認為無效或無法執行，該部分應按照適用之法律解釋並盡可能反映雙方原意，其餘部分應維持完整作用和效力。Apple 未能執行本協議中的任何權利或條款，並不構成放棄該等權利、條款或本協議中的任何其他權利或條款。任何使合約用語解釋不利於起草人之法例都不適用於本協議。如果 Apple 因不受其控制的原因而致無法履行任何義務，概不承擔任何責任。章節標題

僅為方便閱讀而設，在解釋或解讀本協議時不予考慮。本協議非為任何第三方之利益而存在。連詞「或」應理解為包括的意思 (和/或)。閣下與 Apple 全面拒絕閣下隨訂單、確認、提交組織內容或組織資訊，或其他文件附帶的任何點擊同意條款或其他標準條款及細則，該等條款對 Apple 並不適用，且 Apple 完全拒絕承擔有關責任。

附表 A
(針對服務條款)
Apple 商務服務指引

Apple 保留詮釋這些指引的權利，並可自行酌情決定採取 (或不採取) 行動。在不影響 Apple 可能獲得的任何其他彌償的情況下，若 Apple (全權酌情) 決定閣下 (包括任何代表) 違反這些指引，Apple 可永久或暫時移除或停用對不合規組織內容的存取權，或終止或暫停閣下對 Apple 商務服務的存取和使用，且無需事先通知或承擔任何責任。閣下同意配合 Apple 調查並糾正任何違規行為。

受禁止的行為如下：

1. 干擾。

A. 危害 Apple 系統的安全或運作，包括但不限於探測、掃描或測試託管 Apple 商務服務的任何系統或網絡之漏洞。本禁止條款不適用於經 Apple 明確允許的安全評估。

B. 篡改、逆向工程或入侵 Apple 商務服務、規避任何安全或身分驗證措施，或試圖未經授權存取 Apple 商務服務、相關系統、網絡或資料。

C. 修改、停用或損害 Apple 商務服務或相關系統、網絡或資料之完整性或效能。

D. 解密運行 Apple 商務服務的伺服器的任何往來傳輸。

E. 壓倒或試圖壓倒 Apple 的基礎設施，對 Apple 系統施加不合理的大量負載以消耗大量資源 (CPU、記憶體、磁碟空間、頻寬等)，例如：

- i. 使用「機器人」、「蜘蛛」、「離線閱讀器」或其他自動化系統，在同一時間內向 Apple 伺服器發送的請求訊息數量超過人類以一般瀏覽器能合理發送的數量；
- ii. 遠遠超出文件所述任何 Apple 商務服務的使用參數；或
- iii. 以與 Apple 商務服務設計目的無關的方式，不合理地消耗儲存空間來儲存音樂、影片或其他內容。

2. 不當活動。

- A. 虛假陳述自己的身分，或掩蓋任何組織內容的來源 (包括透過「誘騙」、「網絡釣魚」、操縱標頭或其他識別碼、冒充他人等，或假稱與 Apple 或任何第三方存在任何贊助或關聯)。
- B. 使用 Apple 商務服務侵犯他人私隱，包括在未經他人明確許可下發佈或張貼其私人和機密資訊、從 Apple 商務服務收集或獲取他人的個人資訊 (包括帳戶名稱或資訊)、利用 Apple 商務服務推斷他人的特徵或個人資訊 (包括敏感資訊)，或者以任何方式分析或使用 Apple 商務服務以試圖推斷任何人或裝置的身分，或試圖將透過 Apple 商務服務提供的資料與任何人或裝置聯繫起來。
- C. 使用 Apple 商務服務跟蹤、追蹤或監視他人，或者騷擾、欺凌、恐嚇，或發佈針對他人的直接、具體威脅或暴力行為 (包括恐怖主義)。
- D. 使用 Apple 商務服務從事任何非法或違法目的 (包括但不限於開發、設計、製造或生產核武、導彈、化武或生物武器)，或違反任何法律 (包括但不限於資料私隱及出口管制法律)。
- E. 以 Apple 商務服務或 API 以外的任何方式存取或搜尋 Apple 商務服務的任何部分。
- F. 使用元標籤或任何其他「隱藏文字」，包括 Apple 或 Apple 供應商的產品名稱或商標。
- G. 使用 Apple 商務服務以提供有關災難情境或任何其他與健康或安全直接相關情況的警報，包括但不限於恐怖主義行為、自然災害或緊急應變。
- H. 使用 Apple 商務服務從事、推廣或促成可能導致個人或群體遭受歧視、不公平或有害待遇的實踐或行為，尤其基於敏感或受保護屬性或特徵。
- I. 移除、遮蓋或修改任何在 Apple 商務服務中可能出現或透過 Apple 商務服務提供的版權聲明、商標、任何其他專有權益或法律聲明、文件或超連結。
- J. 複製、修改 Apple 商務服務的任何部分或製作衍生作品；使用 Apple 商務服務來建立或提升競爭性服務或產品；或以任何未經授權方式存取或使用 Apple 商務服務，以試圖預先擷取、快取、索引、提取、抓取或再利用 Apple 商務服務的任何部分，包括但不限於未經授權的大量下載內容或資料，以及根據透過 Apple 商務服務提供的內容或資料建立任何數據庫。

K. 除非 Apple 明確許可，否則不得出售、出租或租賃 Apple 商務服務 (或其任何部分) 的存取權予任何第三方。

3. 不當通訊。

A. 使用 Apple 商務服務產生或傳送不符合適用垃圾郵件法律的連鎖信、垃圾郵件、任何大量訊息，或任何其他不受歡迎的通訊，包括但不限於未經請求的廣告、推廣材料或資訊公告。

B. 傳送任何電腦病毒、蠕蟲、木馬或其他惡意軟件。

C. 除非獲 Apple 明確許可，否則不得以商業目的招攬 Apple 使用者。

D. 詆毀 Apple 或其合作夥伴、外判商或關聯公司。

E. 未經適當授權，推廣或宣傳閣下自身產品或服務以外的其他產品或服務。

4. 不當內容。

A. 發佈、上載、分享、提交，或使用 Apple 商務服務以生成、促進、推廣或以其他方式提供以下組織內容：

- i. 違反或侵犯 Apple 或第三方的知識產權或其他權利，包括任何版權、商標、專利、商業秘密、精神權利、私隱權、形象權、或任何其他知識產權、所有權或合約權利，或 Apple 收到有關涉嫌違規或侵權的通知；
- ii. 閣下無權向 Apple 提供；
- iii. 包括使用者生成的內容 (例如評分和評論)，而閣下與該等內容的創作者並無直接關係，除非閣下擁有使用及向 Apple 提供該等內容所需的一切必要許可和同意；
- iv. 包括屬於他人的個人、私人或機密資訊；
- v. 要求他人提供個人、私人或機密資訊，包括要求未滿 13 歲 (或閣下所在司法管轄區的成年年齡) 的兒童提供。
- vi. 為換取評分或評論而提供任何形式的補償或獎勵；
- vii. 虛假、誤導、欺騙、操縱、詐騙、非法、違法、猥褻、粗俗、誹謗、中傷、威脅、辱罵、有害、露骨色情 (包括兒童性虐待或剝削材料，Apple 將移除有關內容並向執法部門舉報)、不雅、騷擾、貶損或仇恨內容；

- viii. 冒充他人、組織或實體，或虛假陳述閣下與另一個人、組織或實體的關係；
- ix. 描繪或鼓吹嚴重傷害，或任何形式的暴力、非法、恐怖活動、侵權、欺詐、惡意或危險行為；
- x. 意圖煽動；
- xi. 基於種族、民族、國籍、宗教、生理性別、社會性別、性取向、殘疾、健康問題或其他類似身分而攻擊或歧視他人；
- xii. 包含惡意軟件、間諜軟件、病毒、木馬程式、機器人、蠕蟲、定時炸彈、勒索軟件、指令碼漏洞，或其他類似有害或具破壞性的編程程序；
- xiii. 可能對 Apple、其服務、使用者或任何第三方造成傷害、損害、死亡或實質損害風險；或
- xiv. 曾因違反指引而被移除。

5. 禁止用途。

A. 閣下不得將任何 Apple 商務服務用於：

- i. 尋求或提供通常由合格或持證專業人士提供的建議，包括法律、醫療、健康、財務或任何其他類型的專業意見；
- ii. 作出具有法律或類似重大影響的自動決策，包括可能影響個人權利、安全、健康或福祉的任何領域 (例如：金融、信貸、保險、就業、住屋、教育、基本服務、法律或執法、移民、重要基礎設施管理、司法程序或社會評分等領域)；
- iii. 從事適用於閣下使用及產生任何輸出的司法管轄區法律歸類為禁止或高風險用途的活動，包括但不限於：(1) 在工作場所及教育環境下推斷個人的情緒；(2) 利用生物識別數據對個人進行分類，以推斷或推測敏感屬性 (例如種族或政治觀點)；或 (3) 根據個人的社會行為或個人特徵對其作出評估或分類，導致其受到有害或不利對待；
- iv. 參與政治宣傳或遊說活動，包括制作宣傳材料以影響政治進程，或干擾選舉、民主或公民進程的參與；或
- v. 誤導個人，使其誤以為自己在與真人交流 (而事實並非如此)，或聲稱任何由人工智能生成的組織內容都是由真人製作。

B. 將 Apple 商務服務用於以下用途即屬違反本指引：

- i. 試圖繞過或規避旨在保護 Apple 商務服務的技術或安全措施，例如：使用提示注入和越獄等技術，或故意引導 Apple 商務服務以違反該等指引的方式行事；
- ii. 未經同意、授權或相關法律權利，不得描繪或冒充任何其他個人或組織；或
- iii. 參與、製作或宣傳虛假資訊、錯誤資訊、虛假網上互動 (例如虛假評論)、抄襲或學術不端行為。

附件 1
(針對服務條款)
品牌服務附加條款

當閣下使用品牌服務 (例如品牌郵件、品牌簡介) 及在 Apple「地圖」上新增一個或多個地點 (「地點」) 或聲明擁有權，將受《品牌服務附加條款》所訂的條款約束。當閣下新增地點或聲明擁有權時，閣下可以提供有關地點的資料、資訊或內容，例如地址、電話號碼、營業時間、網站、社交媒體專頁、相片、評分、評論、影像和操作 (統稱「位置資料」)。為免疑義，閣下提供的任何位置資料均構成本協議下的組織內容。

A. 網站內容

如果閣下透過使用 Apple 商務服務向 Apple 提交、提供或以其他方式 (包括作為組織資訊的一部分) 提供任何網域或網站 (「組織網站」)，則閣下在此授權 Apple 從組織網站擷取、複製、傳輸或快取公開可用的資訊和內容 (「網站內容」) 作本協議所述之目的。Apple 可能會使用網站內容來推薦閣下可以儲存或核准的文字和內容 (「已核准的網站內容」)。為清晰起見，網站內容及已核准的網站內容構成本協議下的組織內容。

B. 授予 APPLE 許可

閣下特此授予 Apple 非專屬、已全額支付、免版稅、不可撤銷、永久、可再授權、全球範圍的權利及許可，可以現有或未來開發的任何媒體中全部或局部地使用、展示、執行、修改、調整、編譯、重現、複製、分發 (直接或間接)、傳輸、據以製作衍生作品及以其他方式利用組織內容 (或 Apple 衍生作品)，以使 Apple 得以 (包括但不限於) 營運、提供、改進及宣傳 Apple 商務服務，履行及行使本協議下的權利，以及協助 Apple 產品使用者搜尋、探索及與企業互動。作為提供 Apple 商務服務的一部分，Apple 可能會允許第三方開發者透過 Apple 產品存取組織內容，以配合第三方開發者的應用程式和網站使用。Apple 有權 (但無義務) 行使本協議下授予的任何或所有權利和許可。

C. 擁有權

Apple 擁有並保留以下各項的所有權利、所有權和權益：與 Apple 使用組織內容相關或因而開發或建立的任何設計、創意、圖紙、筆記、報告、文件、硬件、軟件、原型、演算法、模型、程序、技術知識、商業秘密、產品、服務、數據、材料，或任何其他有形或無形項目。為清楚起見，Apple 沒有義務向組織披露任何衍生作品。

D. 使用 API

經 API 提供的位置資料須遵守「Apple 地圖商業資訊整合規格文件」，詳見

<https://business.apple.com/docs/api/v1/introduction>。

E. 資料驗證

閣下確認並同意，閣下使用品牌服務時，Apple 可能需要使用閣下提供的位置資料（例如電話號碼）以人手或自動方式聯絡閣下，以作驗證或與提供 Apple 商務服務相關的用途。

F. 代理

如果組織內容包括閣下並未擁有或控制的地點之位置資料，則在 Apple 商務註冊組織時，閣下必須選擇「組織」選項。

G. 委任

閣下可以委任一個或多個代理（「受委託者」）代表閣下存取及使用 Apple 商務服務。就閣下與 Apple 之間而言，閣下須為以下各項負責：(a) 閣下（及任何代表或受委託者）向 Apple 提供或以其他方式使其可用的任何資料或內容，(b) 代表或受委託者的任何行為或疏忽，包括在或透過與組織相關的所有帳戶和金鑰進行的活動，及 (c) 代表或受委託者違反協議條款之任何行為。就本協議而言，受委託者應被視為代表。

H. 個人資料

閣下不得向 Apple 提供任何包含個人資料的位置資料，但以中小型企業（「中小企」）身分行事的自然人之個人資料除外；前提是若 Apple 根據本協議無意中向閣下分享了任何個人資料，閣下應立即予以刪除，並遵守閣下收到來自個人的任何刪除請求。

除了閣下在協議下的賠償義務外，若閣下未履行本協議或任何適用於個人資料的法律所規定的義務，或閣下超出或違反 Apple 的合法指示，導致任何個人因閣下處理個人資料而遭受損害，閣下須承擔相關法律責任。

I. 聲明和保證

除第 8 條所述的聲明和保證外（「聲明和保證」），閣下在此聲明、保證並承諾：

- i. 閣下是位置資料的唯一專屬擁有者，且有完全權力授予 Apple 本協議所授予的權利，或閣下已從位置資料擁有者處獲得所有必要權利、許可、核准及/或同意，可以授予 Apple 本協議所授予的權利；

- ii. 位置資料不得包含任何受 GPL (GNU 公共許可證)、LGPL (較寬鬆的 GNU 公共許可證)、ODbL (開放資料庫許可證) 或任何其他許可證約束的資料、程式碼或其他材料，其中該等許可證：(1) 迫使 Apple 分發或披露與位置資料結合的任何資料或軟件，或允許第三方對與位置資料結合的任何資料或軟件部分進行逆向工程或替換；(2) 要求 Apple 向任何方授予專利權；或 (3) 對 Apple 加諸本協議未明確規定的任何其他義務或限制。
- iii. 閣下將 (1) 遵守，並確保代表及受託人遵守第 I 部分 (個人資料) 及所有適用法律，包括但不限於與個人資料相關的法律；及 (2) 確保閣下具有合法的法律依據，可根據本協議條款 (包括但不限於上文第 C 部分 (授權予 Apple)) 處理、向 Apple 披露及以其他方式允許 Apple 使用與中小企相關的個人資料。
- iv. 如果閣下提供來自印度境內的位置資料，則閣下根據 2021 年 2 月 15 日的 DSTs Letter F.No.SM/25/02/2020 (Part-I) 所訂的《獲取和製作地理空間數據及地理空間數據服務 (包括地圖) 指引》(「地理空間指引」) 獲得認證，閣下亦在其他方面且所有來自印度境內的位置資料均符合地理空間指引的規定；及
- v. 在加利福尼亞州、佛蒙特州、德克薩斯州，或任何其他對收集、許可或銷售與之沒有直接互動的消費者資料的企業要求在當地註冊的司法管轄區，閣下無需註冊為數據代理商。

J. 出口管制

閣下同意不會以下列方式出口、再出口、轉售或轉讓任何商品、技術資料或軟件：(i) 違反美國或其他相關國家/地區政府機關施加的限制；(ii) 目的地為出口時需要出口許可證或其他政府核准的國家/地區，但未事先取得所有必要許可或其他核准；(iii) 對象為美國、歐盟或任何其他具司法管轄權的相關國家/地區政府機關列入禁運名單的任何國家/地區或其國民或居民；或 (iv) 對象為美國政府或其他具司法管轄權的相關外國政府機關指定為受制裁方的任何個人或企業 (受制裁方名單範例：聯合國制裁名單、美國拒絕往來名單、外國資產控制辦公室特別指定國民名單、英國制裁名單、歐盟制裁名單)，且未經適當政府授權。此外，閣下同意不會向 Apple 提供任何來自受制裁方、受制裁地區或受禁運國家的組織內容。

K. 終止之效力

此等《品牌服務附加條款》在本協議到期或終止後仍然有效。為免疑義，在此授予 Apple 的許可於本協議到期或終止後仍繼續有效。協議終止或到期不會免除閣下或 Apple 因違反本協議而產生的任何責任。對於根據條款終止本協議而導致任何形式的損害，雙方概不承擔任何責任，而終止本協議將不影響各方的任何其他權利或彌償。為免疑義，Apple 無需刪除、回溯或重新訓練任何使用組織內容開發的模型。

附件 2
(針對服務條款)
管理式服務附加條款

在閣下所屬的國家或地區可用的前提下，《管理式服務附加條款》所載的條款適用於：(i) 為閣下的授權裝置註冊 Apple 商務；(ii) 在組織內作為 Apple 商務或其他流動裝置管理 (「MDM」) 解決方案一部分使用裝置管理功能；(iii) 為授權使用者及/或授權裝置取得及分發大量內容；(iv) 為閣下的授權使用者建立、分發及管理管理式 Apple 帳戶；(v) Apple 代表組織傳輸、儲存及維護與管理式服務相關的資料；(vi) 存取 Apple 的便利工具，例如 iCloud 儲存空間、僱員名錄及電郵；(vii) 閣下的授權使用者存取相關服務的訂閱，例如額外 iCloud 儲存空間及商務版 AppleCare+；及 (viii) 為授權使用者啟用管理式服務的其他特色及功能 (統稱「管理式服務」)。

1. 定義。

本協議及《管理式服務附加條款》中均有定義的術語，應具有此處所列的含意，且《管理式服務附加條款》具有優先效力。

「**管理員**」意指為管理帳戶 (例如管理伺服器、上載 MDM 佈建設定、為閣下帳戶新增裝置、購買訂閱和大量內容，以及執行其他相關服務) 而加到 Apple 商務服務的組織僱員、合約僱員或服務供應商。

「**Apple**」意指以下各方：(a) **Apple Inc.**，地址為 One Apple Park Way, Cupertino, California 95014, U.S.A.，適用於美國境內 (包括波多黎各) 的組織；(b) **Apple Canada Inc.**，地址為 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada，適用於加拿大或其領地和屬地的組織；(c) **Apple Services LATAM LLC**，地址為 2811 Ponce de Leon Boulevard, Floor 12, Coral Gables, Florida，適用於墨西哥、中美洲、南美洲或任何加勒比海國家/地區或領地 (不包括波多黎各) 的組織；(d) **iTunes K.K.**，地址為 Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Japan，適用於日本的組織；(e) **Apple Pty Limited**，地址為 20 Martin Place, Sydney NSW 2000, Australia，適用於澳洲和紐西蘭、其任何領地和附屬司法管轄區的組織；(f) **Apple Services Pte. Ltd.**，地址為 7 Ang Mo Kio Street 64, Singapore 569086，適用於南韓的組織；及 (g) **Apple Distribution International Ltd.**，地址為 Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland，適用於有提供管理式服務但上文並未涵蓋的所有其他國家或地區之組織。

「**Apple 服務**」意指根據本協議提供予授權使用者使用之 App Store、Apple Books、Apple 網上商店、AppleCare 服務計劃、iCloud 及其他 Apple 服務。

「**Apple 軟件**」意指 iOS、iPadOS、macOS、tvOS、visionOS 和 watchOS 作業系統軟件或其任何後續版本。

「**授權裝置**」意指由閣下擁有或控制、指定為僅供授權使用者或認可使用者使用，且符合資格用於管理式服務的 Apple 品牌裝置。為免疑義，除非 Apple 另有書面同意外，否則由個別人士個人擁有的裝置 (例如：「BYOD」裝置)，一律不得作為管理式服務的一部分註冊加入受監管裝置管理 (例如：配置「裝置登記設定」)，且並非所有裝置均符合資格加到管理式服務。

「**授權使用者**」意指 (i) 組織及/或 (ii) 組織直接或間接全資擁有的附屬公司 (如適用) 之僱員、合約僱員和服務供應商。若組織為醫院，則「授權使用者」一詞的含意亦包括執業醫生、諮詢醫生和臨床醫生。為清晰起見：(i) 代表如非這裡定義的僱員、合約僱員或服務提供者，將不被視為授權使用者；及 (ii) 閣下可請求將其他類似使用者納入為「授權使用者」，並由 Apple 全權酌情決定是否核准；唯未經 Apple 事先書面同意，任何其他人士均不得納入本定義。閣下聲明並保證所有授權使用者均已達到閣下所在司法管轄區的法定成年年齡。

「**合約僱員**」意指以非計件單價形式代表實體履行工作或提供服務的個別人士，以及享有該等實體私有資料技術系統 (例如：VPN) 和/或設有保安的實體設施 (例如：企業設施的出入通行證) 之內部使用存取權限的人士。

「**裝置登記設定**」意指可在管理式服務下配置和管理的 Apple 品牌裝置設定，包括但不限於裝置的初始登記流程，以及用於監管裝置、強制執行配置或封鎖 MDM 描述檔的設定。

「**最終使用者許可協議**」或「**EULA**」意指 Apple 軟件的軟件許可協議條款及細則。

「**管理式 Apple 帳戶**」意指閣下透過使用管理式服務建立和部署的使用者帳戶 (包括但不限於儲存空間、日曆、備忘錄和通訊錄)。

「**MDM 伺服器**」意指由閣下 (或代閣下行事的服務供應商) 擁有或控制、且指定用於與管理式服務通訊的電腦。

「**認可實體**」意指：(a) 如果閣下組織是汽車生產商，即指閣下的授權汽車經銷商和獲認證的服務合作夥伴；(b) 如果閣下組織是酒店持有公司，即指在閣下組織名下營運的酒店物業、商標或品牌 (或其擁有或控制的名稱、商標或品牌)；或 (c) 如果閣下組織以「限制 App 模式」在授權裝置上部署 App (例如：在 iPad 上部

署其以 App 為基礎之付款系統的銷售點供應商)，即指在授權裝置上以「限制 App 模式」使用該等 App 的閣下組織之客戶。此外，任何該等 App 必須根據《Apple Developer Program 許可協議》的條款進行開發和分發 (例如：分發自訂 App)。為清楚起見，閣下可以要求將其他與上述 (a) 和 (b) 小節所述類似的實體納入此定義，Apple 可決定是否核准，唯未得 Apple 事先書面同意，沒有其他實體會納入此定義。

「認可使用者」意指閣下組織之認可實體的僱員和合約僱員。

「個人資料」意指可合理用於識別在本協議下受閣下組織管控之人士的資料。

「限制 App 模式」意指當 Apple 品牌裝置透過管理式服務受監管和獲配置，以致 (a) 該裝置於啟用後自動發佈並鎖定於單一應用程式中，且不可存取任何其他操作系統功能；或 (b) 終端使用者無法個人化裝置 (例如：裝置設定禁止使用個人憑證配置「郵件」app、無法使用個人 Apple 帳戶從 App Store 取得大量內容等)。

「服務供應商」意指遵照本協議代閣下提供服務的第三方。

「伺服器憑證」意指閣下的公鑰、Apple 帳戶和 Apple 提供的憑證，結合三者允許閣下的 MDM 伺服器註冊管理式服務。

「子處理方」意指代表 Apple 執行與 Apple 提供管理式服務相關的特定工作 (例如處理或儲存資料以及提供客戶服務) 之第三方。

「大量內容」意指可根據本協議所附的《大量內容服務補充協議》作為管理式服務的一部分獲得許可或取得的 app、書籍及任何其他內容或資訊。

2. 使用管理式服務

2.1 一般規定。作為管理式服務的使用條件，閣下組織須確認並同意：

- A. 組織全權負責確保其對管理式服務的使用符合所有適用的法律和法規，且僅限於本協議和相關文件明確允許的目的和方式。有關責任延伸至 (但不限於) 在使用管理式服務時，所有適用於資料儲存的法律和法規；
- B. 組織不得將任何管理式服務用於任何違法、不正當、不適當或非法的活動；
- C. 組織獲准使用管理式服務來管理的授權裝置僅供授權使用者和認可使用者使用，不得用於一般的第三方部署 (除本協議明確許可外)，而且組織須為該等使用者對授權裝置的所有使用負責，包括但不限於獲得同意並向使用者提供有關裝置管理功能的適當資料；

- D. 組織須為其認可實體 (及此等認可實體的任何認可使用者) 對管理式服務的所有使用負責，認可實體的任何行動均視為由組織採取，因此組織 (及其認可實體) 須為所有該等行為對 Apple 負責。
- E. 組織須向其授權使用者和認可使用者取得在下文允許的範圍內部署授權裝置所需的一切權利及同意；
- F. 組織有權透過管理式服務購買及管理可能獲認可的大量內容，並須符合使用大量內容的所有適用條款；
- G. 組織須向其授權使用者獲取所需的一切權利和同意，以建立管理式 Apple 帳戶並讓 Apple 為管理式 Apple 帳戶提供管理式服務 (包括處理個人資料)；
- H. 組織可以在管理式服務下新增管理員，但有關人員必須是組織的僱員或合約僱員，或代組織行事的服務供應商，且組織只能出於帳戶管理目的新增有關人員；
- I. 組織不得轉售任何啟用了裝置登記設定的授權裝置，並同意在轉售或以任何方式轉讓給第三方之前，將該等裝置從管理式服務中移除；及
- J. 除非 Apple 另有書面同意，否則組織僅獲認可就其自身 (及其認可實體之) 內部業務運作和資訊科技目的使用管理式服務，不得提供裝置或服務予第三方 (「認可實體」定義 (c) 小節所涵蓋的認可實體除外)，以任何方式整合或利用透過管理式服務提供之服務或資訊，或使用管理式服務。

2.2 無其他認可用途。組織同意不以任何未經協議授權的方式濫用管理式服務，包括但不限於入侵、加重網絡容量負擔或上載惡意程式碼。任何該等企圖均屬侵犯 Apple 及其許可人的權利。除協議明確許可外，組織不得向任何第三方提供許可、出售、分享、出租、租賃、分配、分發、託管、允許分時使用/事務局使用或提供管理式服務 (或其任何組成部分)。組織同意不得使用管理式服務上載、下載、發佈、寄送電郵、傳輸、儲存或以其他方式提供：(i) 具有違法、騷擾、威脅、傷害、誹謗、猥褻、侵犯私隱、仇恨、種族歧視性質或其他爭議之內容；(ii) 侵害著作權、其他知識產權、商業秘密或其他契約、專利權之內容；(iii) 未經同意或授權下發送之電郵訊息、廣告、宣傳資料、垃圾郵件、詐騙郵件或連鎖信；及/或 (iv) 含有病毒之內容，或意圖傷害、干擾、限制管理式服務或其他電腦軟件、硬件正常運作之電腦編碼、檔案或程式。組織進一步同意不會使用管理式服務進行追蹤、騷擾、誤導、濫用、威脅或傷害，或偽裝成已登記實體以外的任何人。Apple 保留權利拒絕或封鎖任何可能合理地被視為或懷疑冒充另一實體或人士之名字或身分或就此作虛假陳述的帳戶。組織不會干擾管理式服務，也不會干擾管理式服務中、由管理式服務或者由 Apple 軟件或任何其他相關 Apple 軟件/技術所執行的任何保安、數碼簽署、數碼版權管理、驗證或認證機制，或者允許其他人這樣做。本協議中未明確授予的一切權利均為保留權利，Apple 並未透過暗示、禁止反言或其他形式，明示或暗示授予任何其他許可、豁免或權利。

2.3 伺服器憑證用途。組織同意伺服器憑證僅可用於在管理式服務下登記組織的 MDM 伺服器，以及上

載裝置登記設定，以在授權使用者和認可使用者首次啟動授權裝置時將設定傳送到裝置。組織同意不會將其伺服器憑證提供或轉讓給任何其他實體或者與任何其他實體共用，唯組織之服務供應商除外。組織同意採取適當措施來保護該等伺服器憑證的安全和私隱，並在憑證遭盜用或組織有理由相信已遭盜用時撤回該等伺服器憑證。若 Apple 有理由相信 (i) 伺服器憑證的安全性及私隱受損害，或 (ii) 出現違反協議的行為，Apple 保留權利隨時全權酌情決定撤銷或停用伺服器憑證。此外，組織明白並同意重新產生伺服器憑證將影響組織對管理式服務的使用，直到新伺服器憑證加至 MDM 伺服器為止。

2.4 管理式 Apple 帳戶。閣下可以根據本協議在管理式服務下建立管理式 Apple 帳戶，供閣下的授權使用者存取和使用。在閣下所屬的國家或地區可用的前提下，閣下負責決定為授權使用者啟用哪些管理式服務的特色和功能，以及建立、使用和管理管理式 Apple 帳戶。

建立「管理式 Apple 帳戶」以供授權使用者使用時，需要提供以下資料，其中可能包括個人資料：姓名、建議角色、密碼、電郵地址 (供聯絡用途)，以及電話號碼。為保護授權使用者帳戶的安全性，以及讓閣下能在線上輕鬆重設授權使用者的密碼，閣下必須對有關資料保密。閣下同意僅就自身內部業務或資訊科技用途部署管理式 Apple 帳戶，並且僅供閣下的授權使用者使用。閣下同意不向授權使用者以外的任何其他人士分享、出售、轉售、出租、租賃、借出管理式 Apple 帳戶或提供其存取權限。閣下可以從閣下的帳戶停用、暫停或刪除管理式 Apple 帳戶 (例如，當授權使用者離開組織時)。Apple 有權限制可為閣下授權使用者建立之管理式 Apple 帳戶數量，以及關聯帳戶之授權裝置數量。閣下為授權使用者啟用的管理式服務的某些特色和功能 (例如：目錄) 可能需要額外資料 (包括個人資料)。

如果閣下讓管理員或授權使用者登入其他 Apple 服務，或允許管理員或授權使用者為組織登記其他 Apple 服務，即表示閣下同意 Apple 服務存取和顯示有關組織的資料以及與管理員或授權使用者的管理式 Apple 帳戶相關聯的個人資料，作登記和聯絡用途。閣下亦同意允許 Apple 服務根據適用法例，在與這些授權使用者的管理式 Apple 帳戶相關聯的帳戶中儲存資料，並同意 Apple 就閣下和/或授權使用者對 Apple 服務的使用收集、儲存和處理此等資料。如果閣下的組織位於中國大陸，閣下應了解支援使用 Apple 服務的相關 iCloud 功能由 AIPO Cloud (Guizhou) Technology Co. Ltd. (GCBD) 提供，且閣下使用該等功能須遵守 GCBD 營運 iCloud 條款及細則 (<https://www.apple.com/legal/internet-services/icloud/en/gcbd-terms.html>) (如適用)。閣下有責任確保閣下和授權使用者均符合基於閣下允許授權使用者存取之 Apple 服務的各個管理式 Apple 帳戶的所有適用法例。如果閣下的管理員、管理層或僱員存取個別 Apple 服務，Apple 可能會與授權使用者溝通以知會有關其使用 Apple 服務的事宜。

2.5 認可實體和認可使用者。視乎本協議的條款而定，認可實體和認可使用者可使用閣下的帳戶存取管理式服務，唯使用和部署管理式 Apple 帳戶除外 (除非 Apple 另有事先書面核准)。閣下有責任確保認可實體和認可使用者符合本協議的條款，如果閣下的認可實體和認可使用者違反本協議的任何條款，閣下須直

接對 Apple 承擔責任。如果閣下 (或代表閣下行事的服務供應商) 將認可實體所擁有的 Apple 品牌裝置加至管理式服務中，閣下在此向 Apple 聲明並擔保認可實體已授權閣下加入該等裝置、閣下對該等裝置享有控制權限，以及閣下有權代表認可實體 (及其認可使用者，如適用) 接受 EULA。Apple 保留權利就組織可允許認可實體 (或認可使用者) 存取或使用之管理式服務特色或功能加設限制，以及隨時全權酌情決定要求閣下移除帳戶中的任何認可實體或認可使用者。

2.6 第三方服務供應商。閣下僅可於以下情況使用服務供應商：服務供應商根據本協議代表閣下存取和使用管理式服務，而服務供應商須遵守閣下與服務供應商之間具約束力的書面協議，且其條款至少應與本協議中所述之 Apple 限制性和保護性條款一致。任何該等服務供應商就管理式服務採取及/或因本協議衍生的任何行為將視為由閣下採取，閣下 (及服務供應商) 須為所有該等作為 (或任何不作為) 對 Apple 負責。如果服務供應商的任何作為或不作為有可能構成違反本協議或造成任何損害，Apple 保留權利要求閣下終止選用該等服務供應商。

2.7 Apple 軟件最終使用者許可協議。作為管理式服務的一部分，組織可選擇讓其授權使用者和認可使用者在裝置上接受除常規初始激活過程之外的 Apple 軟件條款及細則。只要組織同意以下要求，即可以使用管理式服務的此項功能：

- A. 組織的授權代表必須在向授權使用者和認可使用者部署運行該等 Apple 軟件的授權裝置之前，在 Apple 商務入口網站上接受 Apple 軟件的 EULA；
- B. 如果 Apple 軟件的 EULA 有所改動，組織同意在收到 Apple 通知後立即要求授權代表返回 Apple 商務入口網站接受該等 EULA，以繼續使用管理式服務。組織確認在接受該等 EULA 之前將無法使用管理式服務，包括將更多授權裝置連結其 MDM 伺服器；
- C. 組織有責任確保向授權使用者和認可使用者提供該等 EULA，且每個授權使用者和認可使用者皆知悉並遵守 Apple 軟件的 EULA 條款及細則；及
- D. 組織同意有責任為授權使用者和認可使用者獲取使用 Apple 軟件所需的一切許可。

為免疑義，本協議中的所有內容均不可取代 Apple 軟件的 EULA。

2.8 購買大量內容。透過 Apple 商務的大量內容服務購買、許可及分發 app 和書籍的功能，嚴格限於位於大量內容服務目前可用的國家/地區，或在該等國家/地區有可驗證業務之組織。相關國家和地區的名單詳見 <https://support.apple.com/102867>。嚴禁在可用國家或地區之外使用大量內容服務，或虛報閣下所在國家或地區以取用大量內容服務。

大量內容服務預設為未啟用，是否啟用完全由組織酌情決定。如要讓管理員存取大量內容，閣下可以選擇授予管理員購買權限，並允許他們在管理式服務上存取大量內容。閣下選擇透過大量內容服務進行的交易，受本協議所附大量內容服務附錄及本協議限制的約束。

3. 額外義務

組織聲明並保證：

- A. 組織會監察其代表、管理員、服務供應商、授權使用者、認可使用者及認可實體，並須為他們對管理式服務之使用及對本協議條款之遵守情況負責；
- B. 對於組織、其代表、管理員、服務供應商、授權使用者、認可使用者、認可實體和授權裝置因管理式服務而招致的一切費用、開支、損失和責任以及進行之活動，組織須全權負責；
- C. 就使用管理式服務及在管理式服務下使用或收集資料 (包括個人資料) 和資訊而言，組織須全權負責確保遵守所有私隱及資料保護法例 (例如 2016 年 4 月 27 日歐洲議會和理事會就保護自然人個人資料之處理和自由流通所頒佈的歐盟 (EU) 第 2016/679 號條例，以及廢除 95/46/EC (下稱「GDPR」) 指令)；
- D. 組織須為其個人資料相關活動負責 (例如保護、監察和限制存取個人資料、避免和處理不當活動等)；及
- E. 組織將遵守協議條款並履行其在本協議下的義務。

4. 資料處理；私隱及安全

4.1 個人資料的使用及披露。作為代表閣下處理管理式服務資料的一方，Apple 可能會收到或存取閣下或代閣下提供的個人資料。閣下簽署本協議，即指示 Apple 按照適用法律處理及使用該等個人資料，以提供及維護管理式服務。閣下透過使用管理式服務所作出的指示 (例如透過管理式服務作出的指示)，以及閣下以書面形式發出並獲 Apple 書面接受及確認的其他指示，Apple 只會根據此類書面指示處理個人資料。在法律另有要求的情況下，Apple 會在處理前通知閣下有關法律要求，除非有關法律因重大公共利益為由禁止提供該等通知。此外，Apple 可以處理個人資料，以助提供軟件更新、產品支援及與服務相關的其他功能；用於安全和帳戶管理用途；以及核實是否遵守本協議的條款。

4.2 資料事故。若 Apple 發現因有人未經授權使用管理式服務而致個人資料遭更改、刪除或遺失 (「資料事故」)，Apple 將按法例要求在沒有過度延遲的時間內通知組織，Apple 亦會採取合理措施減少損害並保護資料。Apple 對資料事故作出的通知或回應，不可視為 Apple 確認對有關資料事故負有任何責任或義務。組織有責任遵循適用的事故通知法例，並履行與資料事故相關的任何第三方義務。Apple 不會為識別受任何特定法例規定約束的資料而存取個人資料內容。

4.3 安全程序；合規。Apple 在管理式服務下轉移、處理和儲存個人資料期間，將使用符合業界標準之措施保護有關資料。作為這些措施的一部分，Apple 會採取商業上合理的措施，為儲存及傳輸的個人資料加密；確管理式服務的持續保密性、完整性、可用性和復原性；在發生問題時適時恢復個人資料的可用性；以及定期測試、評核和評估此等措施的有效性。Apple 將採取適當措施確保其員工、承辦商和子處理方遵守安全

程序，且 Apple 須確保獲授權處理此等個人資料的任何人員就管理式服務相關之個人資料保密性與安全性遵守適用法例。Apple 可視乎各地理區域情況儲存經加密的個人資料。在 Apple 擔任資料處理方的範圍內，Apple 將協助閣下確保符合 (如適用) 以下各項：(a) GDPR 第 28 條或法例下其他同等義務 (透過提供所有必要資料；透過安排和參與審計 (前提是 Apple Inc. 的 ISO 27001 和 ISO 27018 認證應被視為足以完成此等必要的審計用途)；如果 Apple 認為閣下的任何指示違反 GDPR 或其他歐盟或歐盟成員國的資料保護規定，則根據適用法律的要求通知閣下)；(b) GDPR 第 32 條或法律規定的其他同等義務 (包括實施本第 4.3 節訂明的安全程序，及維護 ISO 27001 和 ISO 27018 認證)；(c) GDPR 的第 33 和第 34 條或法例下其他同等義務 (透過協助閣下向監管機構或資料當事人提供資料事故的必要通知)；(d) GDPR 第 35 條和第 36 條或法律規定的其他同等義務，要求組織進行資料保護影響評估或在處理前諮詢監管機構；(e) 由資料保護監管機構或類似機關就個人資料作出的調查；(f) 在可能的情況下，考慮到透過適當的技術和組織措施進行處理的性質，閣下有義務回應根據 GDPR 或其他同等法律義務行使資料當事人權利的請求。如果閣下所在國家/地區位於歐盟境內，將受 (EU) 2023/2854 號規定的相關附加條款約束，詳見：<https://support.apple.com/guide/deployment/depe03a2705f>。如果 Apple 認為無法再履行《加州消費者私隱法》(CCPA) 或其他適用資料保護法律與規範所賦予的義務，就必須通知閣下。

4.4 子處理方。Apple 可能會將個人資料提供予管理式服務下向 Apple 提供服務的子處理方。閣下授權 Apple 使用「Apple」定義所訂明的全部 Apple 實體作為子處理方，並且使用任何其他子處理方；此等子處理方在合約上具有資料保護義務，程度須最少達到協議的保護水平。如果子處理方未能履行資料保護義務，Apple 將就子處理方應履行適用法律所要求的義務向閣下承擔責任。閣下可發送電郵至 dpo@apple.com，索取本協議下的現行子處理方名單。

4.5 資料存取與轉移；終止；組織為處理方。若法律規定並收到要求，Apple 將確保按照適用法律的規定，就國際資料傳輸採取適當的安全保護措施。此類保護措施可能包括 Apple 執行的標準協議條款，或閣下同意簽訂的其他資料傳輸協議（若閣下所在司法管轄區要求，而由 Apple 執行，詳見 <https://www.apple.com/legal/platform-services/datatransfer/>。Apple 於國際間傳輸在亞太經濟合作組織 (APEC) 參與國家或地區所收集的個人資料時，須嚴格根據 APEC 跨境私隱規則 (CBPR) 體系 (<http://cbprs.org/>) 及資料處理者私隱認可 (PRP) 體系 (<http://cbprs.org/>) 傳輸個人資料。如對 APEC CBPR 或 PRP 認證有疑問或未能解決的疑慮，請聯絡我們的第三方爭議排解機構 (<https://feedback-form.truste.com/watchdog/request>)。對於閣下在 Apple 系統以外儲存或傳輸的資料，Apple 概不負責。除非為避免欺詐或法例有所規定，若本協議因任何原因終止，Apple 須於合理時間內安全地銷毀 Apple 因閣下使用管理式服務而儲存的個人資料。若組織以認可實體的資料處理方身分簽訂本協議，則組織聲明並保證代表自己及 (在本協議訂明的有限範圍內) 此等認可實體簽訂協議。組織聲明已獲此等認可實體的適用同意，可簽訂本協議並視 Apple 為代表此等實體的子處理方，且須對此等認可實體的任

何申索對 Apple 負責。Apple 不得以構成「銷售」或「分享」(這些詞彙已定義於 CCPA，以及其他資料保護法律中的任何其他類似概念) 個人資料的方式披露任何個人資料，也不得從事任何與協議相關，且可能構成「銷售」或「分享」個人資料的處理活動。

4.6 存取第三方產品及服務。若閣下選擇存取、使用、下載、安裝或啟用與管理式服務共同運作，但不屬於管理式服務範圍之第三方產品或服務，則該等產品或服務可於使用此類附加服務之必要範圍內存取個人資料。當中某些第三方產品或服務也可能向 Apple 提供對個人資料的存取權限，例如，如果閣下允許授權使用者透過聯合身分供應商登入 Apple 商務。閣下並無義務使用與管理式服務相關的附加產品或服務，而管理員可依照協議限制使用該等附加產品或服務。於存取、使用、下載、安裝或允許第三方產品或服務，並與管理式 Apple 帳戶一併使用前，閣下應細閱該等第三方產品及服務之條款、政策與實務，以了解其可能自授權使用者收集之資料內容，及使用、分享、儲存方法 (如適用)，以及該等實務是否符合閣下取得之同意。

4.7 其他。在適用法律允許的範圍內，為執行 Apple 條款及細則或者為保護 Apple 營運或使用者，Apple 在判斷披露屬合理必要時，可能會披露閣下的個人資料。此外，若發生公司重組、合併或出售事宜，Apple 亦可能將閣下提供的任何及全部個人資料轉移予相關方。本披露規定不適用於任何內容 (包括第三方 app) 的資料收集。購買或下載作為 Apple 商務服務一部分的內容前，閣下應細閱這些條款、政策，以及該等內容的實踐方式。若有第三方向 Apple 索取個人資料 (「第三方要求」)，Apple 會在法例允許的範圍內通知閣下收到第三方要求，並通知提出要求者向閣下說明此等第三方要求。除非法例或第三方另有要求，否則應由閣下負責回應有關要求。

此外，Apple 及其附屬公司和代理可收集及處理彙總的統計診斷、技術、使用情況及相關資訊，並以無法識別授權使用者身分的方式進行，以提供及改進 Apple 的裝置和服務 (包括管理式服務) 作內部用途，例如用於提升 Apple 裝置、服務及客戶通訊的審計、數據分析及研究；促進提供軟件或軟件更新、裝置支援及其他與管理式服務或任何此等軟件相關的其他服務 (如有)；保障安全及帳戶管理；及核實閣下是否遵守協議條款。Apple 可以在提供和改進管理式服務所需範圍內，與 Apple 授權經銷商分享根據第 4.7 條所收集的數據。根據本節內容收集的資料將按照 Apple 的私隱政策處理，詳見：<http://www.apple.com/legal/privacy>。

5. 附加合規義務

除非閣下獲美國法例、獲取管理式服務或 Apple 軟件時所在司法管轄區的法例和/或任何其他適用法例和規定的授權，否則不得使用、出口、再出口、進口、出售或轉讓管理式服務或 Apple 軟件或其任何部分。具體包括但不限於：管理式服務和 Apple 軟件不得出口或再出口到 (a) 任何美國禁運國家/地區，或 (b) 美國財政部發佈的特別指定國民名單或美國商務部發佈的被拒人員名單、被拒實體名單或任何其他受限制方名單上的任何人士。使用管理式服務或 Apple 軟件，即表示閣下聲明並保證閣下不在任何此類國家/地區或任

何此類名單上。閣下同時同意不會將本服務或 Apple 軟件用於美國法例禁止的任何目的，包括但不限於開發、設計、製造或生產核武器、導彈、化學武器或生物武器。

閣下聲明並保證，閣下或任何直接/間接控制閣下，或是與閣下受到同一方控制的實體或人員：(a) 不在提供管理式服務的國家/地區的任何制裁名單上，(b) 並未在美國禁運國家/地區或區域經營業務，且 (c) 並非 15 C.F.R § 744 所定義並位於其涵蓋範圍內的軍方最終使用者。如同第 5 條所用，「控制」一詞是指直接或間接擁有指導或促成指導另一方實體管理政策的權力，不論透過具投票權之證券的擁有權、註冊資本權益、合約或其他方式。

6. 裝置管理功能

Apple 可能會提供讓組織得以在合資格 Apple 品牌裝置上配置、管理及強制執行管理設定的功能 (「**裝置管理功能**」)。裝置管理功能預設為未啟用，是否啟用完全由組織酌情決定。裝置管理功能的可用性、效能和特色可能因地區、裝置、作業系統或配置而有所不同，且可能隨時作為管理式服務的一部分被修改、限制或終止。組織須對裝置管理功能的使用承擔全部責任，包括遵守適用法例、管理授權裝置及授權使用者，以及透過管理式服務註冊的裝置之安全、配置及運作。

7. 組織提供的套件

管理式服務可以讓管理員提供連結，讓授權使用者及許可使用者下載由組織提供的套件，包括 app、圖示、字型及系統更新 (各為「**套件**」)。作為執行上述操作的條件，閣下聲明並保證：(a) 組織需對其透過管理式服務提供連結的任何套件全權負責，包括因使用任何此等套件而產生的任何費用付款；(b) 組織擁有所有必要的權利、許可、同意及授權，可以為授權使用者和許可使用者提供套件連結，並利用管理式服務促進該等提供 (包括向授權使用者和許可使用者展示該等套件的連結、名稱及圖示，並按照組織指示在下載後安裝套件)；(c) 任何套件 (包括其任何部分) 或授權使用者或許可使用者的使用，均不得違反或侵犯 Apple 或第三方的權利，包括知識產權、任何法律或任何適用的 Apple 或第三方協議或私隱政策；(d) 套件可能受閣下與第三方之間的單獨條款約束。組織有責任確保組織遵守該等條款，並確保每位授權使用者和許可使用者知悉並遵守所有適用的 Apple 及第三方協議；(e) 組織不得利用管理式服務違反組織與任何第三方之間的任何條款；(f) 組織不得利用管理式服務傳輸侵權、誹謗或其他違法或侵害他人權益的材料，或儲存或傳輸違反任何第三方權益的材料。此功能僅提供予設於美國的組織，於任何其他國家或地區均不適用。如果 Apple 合理相信某套件可能違反適用法律、第三方權利或本協議，Apple 可以從組織帳戶中移除該等套件的連結。

8. 訂閱方案

管理式 Apple 帳戶的額外 iCloud 儲存空間訂閱 (「**iCloud 儲存空間訂閱**」) 及商務版 AppleCare+ (「**商務**

版 AppleCare+ 訂閱」) 僅限於位於美國的組織，於任何其他國家或地區皆無法使用。閣下可以授權管理員購買並存取 iCloud 儲存空間訂閱 (受 iCloud 條款及細則和協議約束) 或商務版 AppleCare+ 訂閱 (受商務版 AppleCare+ 條款及細則和協議約束)，讓管理員得以取得一項或多項訂閱。

閣下的商務版 AppleCare+ 訂閱可讓閣下為組織擁有的裝置及自攜裝置購買商務版 AppleCare+ 使用者訂閱，以及為組織擁有的裝置購買裝置訂閱。該等訂閱為 Apple TV、iPad、iPhone、iPod、Mac 或其他經 Apple 書面授權的裝置，以及該等裝置原包裝所附的配件，提供硬件服務與技術支援服務，並受個別條款、細則及限制約束。視乎《iCloud 條款及細則》和《商務版 AppleCare+ 條款及細則》(如適用)，閣下的 Apple 商務訂閱將繼續有效並按月結算，直至取消訂閱為止。閣下可以隨時在 Apple 商務入口網站變更或取消訂閱。月費單會根據上個月的用量計算，並包括任何適用的稅項。如想進一步了解如何更改或取消訂閱，請瀏覽 <https://support.apple.com/guide/business/axma756c6228>。如想進一步了解用量費用的計算方式，請瀏覽 <https://support.apple.com/guide/business/axmb4509c4c3>。如組織享有免稅資格，閣下可以在「註冊資料」中調整稅務狀態。閣下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。閣下同意 Apple 可以儲存閣下所提供的付款方式並向其收取所有費用，包括適用的稅項。

Apple 可以在付款網絡或閣下的金融機構提供相關資訊時，根據當地法律自動更新閣下的付款資料。若 Apple 未能成功向閣下收費，閣下仍有責任支付任何未收取款項，我們可能會再次向閣下收費，或要求閣下提供其他付款方式。如閣下的付款逾期未付，Apple 保留權利限制閣下新增其他訂閱方案或終止閣下任何現有訂閱方案。無論是終止協議還是更改或取消訂閱，均不構成 Apple 向閣下退還任何已付費用的義務。

如果閣下直接向 Apple 購買，閣下可以新增商務版 AppleCare+ 訂閱，只要閣下不超過 <https://support.apple.com/guide/business/axme884379fa> 中所述的限制即可。本條適用於閣下直接向 Apple 購買商務版 AppleCare+ 訂閱；向 Apple 授權經銷商購買商務版 AppleCare+ 訂閱的帳單和其他訂閱條款，將以閣下與該等經銷商的協議為準。

9. 終止之效力

《管理式服務附加條款》第 1 條、第 2.5 條第二句、第 2.6 條第二句以及第 4 至 10 條，於本協議到期或終止後仍繼續有效。協議終止或到期不會免除閣下或 Apple 因違反本協議而產生的任何責任。對於根據條款終止本協議而導致任何形式的損害，雙方概不承擔任何責任，而終止本協議將不影響各方的任何其他權利或彌償。

10. 額外責任免責聲明

對於因使用、誤用、依賴、無法使用、中斷、暫停或終止管理式服務而引起的任何損害或損失，或因授權

終端使用者使用前述內容而引起的任何索賠，Apple 概不負責。

大量內容服務附錄

- 附加於管理式服務附加條款

以下條款是《管理式服務附加條款》的補充，適用於閣下對大量內容服務的使用。

注意：大量內容服務僅限位於大量內容服務可用的國家或地區，或在該等國家或地區有可驗證業務之組織使用。相關國家或地區的名單詳見 <https://support.apple.com/102867>。如果組織不符合有關地理要求，則閣下無權使用大量內容服務，而與大量內容服務相關的特定條款亦不適用於組織。

1. 大量內容服務的使用

A. 閣下可以透過大量內容服務，根據《Apple 媒體服務條款及細則》大量授權或購買：(a) App Store 上可供組織使用的 app 及其他內容（「**App Store 內容**」），僅分發予授權使用者並供其使用；或 (b) Apple Books 上可供組織大量使用的 Apple Books、數碼書籍、有聲書及其他內容（「**Apple Books 內容**」），僅分發予授權使用者並供其使用（統稱「**大量內容服務**」）。閣下根據本協議授權或取得的 App Store 內容將構成「**App Store 大量內容**」，而閣下根據本協議授權或取得的 Apple Books 內容則構成「**Apple Books 大量內容**」。App Store 大量內容及 Apple Books 大量內容會合併納入《管理式服務附加條款》第 1 條所述的「大量內容」定義範圍內。

B. 閣下同意組織使用大量內容服務和大量內容時須遵守 Apple 商務服務條款（為清晰起見，包括《管理式服務附加條款》和《大量內容服務附錄》），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/>）（統稱「**條款**」）。如有任何衝突或不一致，概以本 Apple 商務服務條款為準，而非 Apple 媒體服務條款及細則。

C. 閣下同意僅使用具有適當權限的管理員帳戶，透過大量內容服務購買、管理和分發大量內容。

2. App Store 內容銷售

A. 大量內容服務僅於閣下組織所在國家或地區（「**地區**」）向閣下提供。

B. App Store 內容代碼只能分發予閣下區域內的授權使用者，並供其兌換。然而，App Store 大量內容可以透過管理式分發方式（定義見下文），指派給此等 App Store 大量內容可供商業使用的任何國家/地區之授權使用者，條件可能隨時變更。

C. 閣下透過大量內容服務購買 App Store 內容僅限於所在地區的 App Store，任何後續下載或指派均不會在閣下與任何其他 Apple 實體之間建立單獨的協議或銷售交易。閣下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。

3. 付款、稅項和退款政策

- A. 閣下同意閣下組織將為透過組織帳戶購買的所有大量內容付費，閣下或組織帳戶的任何其他購買者均獲授權代表組織進行此類購買，且 Apple 可以儲存閣下的付款方式，並就任何所購大量內容、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。閣下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。所有費用將以閣下在註冊過程中指定的付款方式，或按條款更新的付款方式收取。
- B. 閣下同意按照要求，為閣下組織提供並維持準確和完整的帳單及付款資料，以完成購買。
- C. 總價包括大量內容價格，以及在購買時根據付款方地址和交易稅率所計算的任何適用交易稅 (銷售稅、增值稅、商品及服務稅或類似稅項)。我們只會在數碼商品應課稅的情況下才收取稅項。閣下理解並同意，閣下應負責確定並支付因閣下將大量內容指派給閣下組織所在地區以外地區的授權使用者所衍生的任何稅項或徵費。
- D. 如果閣下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。
- E. 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。
- F. 所有大量內容銷售均為最終交易。儘管有前述規定，如果大量內容在交易完成後但在初次下載前無法使用，閣下唯一的補救措施為退款。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 App Store 內容的能力 (定義見下方)。如有技術問題妨礙或不合理地延遲傳送大量內容，閣下的專屬和唯一彌償就是重發大量內容許可證或退還已付價格，並由 Apple 決定。
- G. 如果閣下的組織位於台灣，則閣下必須應要求向 Apple 提供「統一商業編號」。
- H. 如果閣下的組織位於菲律賓，則閣下表示自己屬於 (i) 政府部門/機構 (包括公立學校) 或 (ii) 經商 (包括私立學校)。如果閣下的組織經商，則閣下必須應要求向 Apple 提供「菲律賓納稅人身分識別號碼」。

4. 大量內容平衡

- A. 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 Gift Card，或在 Apple Retail Store 內使用。
- B. 在閣下的地區所購大量內容的未用餘額，只能透過閣下所在地區的大量內容服務兌換。
- C. 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。

D. 對於閣下的大量內容餘額、大量內容、內容代碼或大量內容服務計劃，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閣下。

5. 審計權

A. 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（為清晰起見，包括本協議的條文），因此閣下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）閣下在下訂單時進行的購買不合資格，或者閣下尚未遵守所有適用的購買條件，Apple 可能會：

- i. 停用管理式 Apple 帳戶；
- ii. 如果閣下透過信用卡下單，我們將向閣下的信用卡收取閣下透過大量內容服務為已遞送商品所支付的金額，與 Apple 就相同商品向公眾收取的價格之間的差額（受以下第 5(b) 條約束），並由閣下下單的日期起生效；及
- iii. 如果閣下以信用卡以外的方式付款，(a) 須於發票日期起計十五日內，支付閣下透過 Apple 大量內容服務為已遞送商品支付的金額，與 Apple 就相同商品向公眾收取的價格之間的差額（受以下第 5(B) 條約束）；及 (b) 如果閣下未能按時繳付發票金額，我們會根據受管服務附加條款第 5 條向閣下提出法律訴訟，而勝訴方有權獲得律師費。

B. 如果 Apple 不提供閣下透過大量內容服務購買的特定商品，我們將向閣下的付款方式收費，或者收取閣下透過大量內容服務就已遞送商品已付的金額，與 Apple 就最接近同等商品向公眾收取的價格之間的差額，並由閣下下訂單當日起生效。

C. Apple 有權要求閣下提供補充資料及審核相關記錄，以確認閣下已遵守條款。

6. 大量內容可用性

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

7. 內容分發方式

A. 大量內容可以分發予閣下的授權使用者（詳見下文第 8 及第 9 條，各情況受其約束）：

- i. 透過由 Apple 生成的字母數字代碼（「內容代碼」）分發，該代碼可於 App Store 兌換特定 App Store 內容，或於 Apple Books 兌換特定 Apple Books 內容；
- ii. 透過將大量內容指派予與授權使用者相關聯的特定 Apple 帳戶或管理式 Apple 帳戶（「使用者指派」）；
- iii. 僅限 App Store 大量內容，可透過直接指派至由閣下或授權使用者所擁有或控制的唯一 iOS、watchOS、iPadOS、macOS、tvOS 或 visionOS 裝置（「裝置指派」）；而使用者指派

及裝置指派各為「**管理式分發**」)，在此情況下：(a) 每部唯一裝置必須分別購買 (即單一授權不得同時由多部裝置共用)；及 (b) 就授權使用者所涉及的 App Store 大量內容相關之終端使用者授權協議、使用條款或其他協議而言，閣下將被視為「終端使用者」；

B. 僅為方便閣下，Apple 同意允許閣下：(1) 使用單一內容代碼將 App Store 內容同步至多部裝置，數量以閣下購買的代碼數量為限 (無需為每部裝置分別兌換代碼)，前提是閣下同意同步的副本數量不得超過閣下購買的代碼數量；及 (2) 購買同一 Apple Books 內容的多份副本，並分發予授權使用者兌換。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。

8. 內容代碼分發

A. 對於購買項目，Apple 可能會向閣下提供閣下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 大量內容；或 (ii) 在 Apple Books 中兌換所購買的特定 Apple Books 大量內容。執行購買程序後，系統會透過電郵以電子形式向閣下提供內容代碼，而該等內容代碼應可立即供授權使用者兌換，且不設到期日，視乎供應情況而定。閣下和/或閣下的授權使用者只能根據本條款兌換內容代碼。App Store 大量內容的每個內容代碼都必須兌換到閣下的組織或授權使用者所擁有和控制的 Apple 帳戶。Apple Books 大量內容的每個內容代碼都必須兌換到授權使用者所擁有或控制的 Apple 帳戶。閣下了解並同意，兌換 Apple 帳戶的擁有者將成為 (i) App Store 大量內容副本的獲授權人；(ii) Apple Books 大量內容副本的擁有者，並享有一切相關權利。此類許可證或內容不可轉讓。

B. 閣下只可將內容代碼分發給閣下的授權終端使用者，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：
<https://www.apple.com/legal/internet-services/itunes/giftcards/ww/>。

9. 管理式分發 (使用者指派及裝置指派)

完成購買大量內容後，閣下將有權向授權使用者指派：(i) 閣下已購買並按所選數量透過使用者指派分配之特定 Apple Books 大量內容；或 (ii) 閣下已購買並按所選數量透過使用者指派或裝置指派分配的特定 App Store 大量內容；前提是閣下的授權使用者必須 (i) 擁有有效的 Apple 帳戶或管理式 Apple 帳戶 (須接受條款)，以及相容的硬件、軟件及互聯網連線；及 (ii) 接受閣下透過 MDM 解決方案發出的邀請，將其 Apple 帳戶或裝置 (如適用) 與閣下的組織建立關聯。此授權不會到期，視乎特定產品的供應情況而定。

10. 其他限制；確認事項

A. 閣下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，閣下須承擔一切責任。

- B.** 閣下不得將大量內容出口至區域以外使用，也不得聲稱閣下有權或有能力這樣做。閣下只能在本條款允許的範圍內，將 App Store 大量內容指派給區域以外的授權使用者。
- C.** 閣下不可在資料庫類型的租借情境下使用 Apple Books 大量內容。閣下了解並同意，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。
- D.** 閣下將保留 App Store 大量內容的擁有權，不論其是否已指派給授權使用者的 Apple 帳戶、管理式 Apple 帳戶或特定裝置 ID。閣下可以在特定服務限制下，撤銷 App Store 大量內容的指派，並重新指派給其他授權使用者或裝置 ID。一旦閣下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 大量內容。
- E.** 閣下確認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閣下後轉移給閣下。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。
- F.** 使用「大量內容服務」即表示閣下同意所得的大量內容，是供閣下和閣下的授權使用者代閣下使用。

11. 額外責任免責聲明

對於因使用、誤用、依賴、無法使用、中斷、暫停或終止大量內容服務或大量內容而引起的任何損害或損失，或因閣下的授權使用者使用前述內容而引起的任何申索，Apple 概不負責。

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2026 年 4 月 14 日

THESE TERMS OF SERVICE, INCLUDING ANY ADDENDA, ATTACHMENTS, EXHIBITS, OR SCHEDULES HERETO WHICH ARE INCORPORATED BY REFERENCE (COLLECTIVELY, THE “**AGREEMENT**” OR THESE “**TERMS OF SERVICE**”), CONSTITUTE A LEGAL AGREEMENT AND ARE ENTERED INTO BETWEEN YOU AND APPLE, AND GOVERNS YOUR ACCESS TO OR USE OF THE APPLE BUSINESS SERVICES. BY CLICKING THE “AGREE” BUTTON, YOU, THROUGH A REPRESENTATIVE, ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU ARE NOT PERMITTED TO USE THE APPLE BUSINESS SERVICES.

Apple Business Terms of Service

Unless otherwise specified herein or in an addendum, attachment, exhibit, or schedule that is incorporated herein by reference or that incorporates this Agreement by reference, “**Apple**” shall mean Apple Inc., located at One Apple Park Way, Cupertino, California 95014, if Your country or region of domicile is in North America, Central America, South America, or the Caribbean (the “**Americas**”); Apple Distribution International Ltd. (“**ADI**”), located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, if Your country or region of domicile is in Europe, the Middle East, Africa, or India (“**EMEIA**”); or Apple South Asia Pte. Ltd., located at 7 Ang Mo Kio Street 64, Singapore, 569086, if Your country or region of domicile is not in the Americas or EMEIA (“**Asia-Pacific**”).

“**Organization**,” “**You**,” and “**Your**” means any entity, sole proprietorship, partnership, company, organization, institution, or agency, instrumentality, or department of a federal, state, or local government that has agreed to this Agreement or has accessed or engaged in the use of the Apple Business Services. “**Representative(s)**” means one or more individuals who access and use the Apple Business Services on behalf of the Organization, including but not limited to the Organization’s employees, agents, assigns, nominees, consultants, or contractors. Apple and the Organization are each a “**Party**” and together the “**Parties**”.

You represent and warrant that all Representatives are of the legal age of majority in Your jurisdiction. You acknowledge and agree that Representatives are severally and jointly deemed to have the right and authority to legally bind You to all the terms and obligations of this Agreement and any decision or action made by a Representative is deemed as an authorized decision or action on Your behalf.

You agree to accept and abide by this Agreement as presented; changes, additions or deletions are not agreed to by Apple, and Apple may deny access to the Apple Business Services for noncompliance with any part of this Agreement or for any other reason at Apple’s sole discretion.

1. APPLE BUSINESS SERVICES

This Agreement governs Your access to or use of (a) “**Apple Business**,” the website located at business.apple.com (or any successor website), (b) the account(s) created, associated with, accessed, or used by You (and any Representative) on Apple Business, (c) the features, integrations, products, programs, services, software, or application programming interfaces (“**APIs**”), and the corresponding specifications or documentation (including but not limited to Apple Business User Guide and Apple Platform Deployment) (collectively, “**Documentation**”) that are provided, referenced, or made available through Apple Business, or (d) any other features, services, integrations, products, or programs that incorporate by reference this Agreement (subsections (a) through (d) inclusively, collectively, the “**Apple Business Services**”). Certain of the Apple Business Services (each a “**Platform Service**”) are subject to their own terms and conditions (collectively, the “**Platform Service Terms**”) that are supplemental to this Agreement. In the event of a conflict between this Agreement and any Platform Service Terms for a Platform Service, such Platform Service Terms shall control with respect to that Platform Service.

The Apple Business Services enables You to customize Your presence on Apple platforms and includes **“Brand Services”** where You can direct how Your brand appears across the Apple ecosystem and personalize Your location information on Apple Maps. Additionally, a subset of the Apple Business Services allow the Organization to manage the deployment and configuration of Apple devices and accounts that are owned, controlled, or managed by the Organization, and to enable access to other available Apple features and services for such devices and accounts (**“Managed Services”**). The Brand Services are subject to additional terms set forth in Attachment 1 (Additional Terms for Brand Services). Use of the Managed Services is subject to additional terms set forth in Attachment 2 (Additional Terms for Managed Services). In the event of a conflict, the Additional Terms for Brand Services and the Additional Terms for Managed Services shall control with respect to the Brand Services and the Managed Services, respectively.

2. ACCESSING THE APPLE BUSINESS SERVICES

Each Representative must log into Apple Business using an Apple Account. Use of the Managed Services will require Representative to log into Apple Business using a Managed Apple Account or convert their existing Apple Account into a Managed Apple Account. Information associated with the Apple Account, such as email address and age, will be used to determine whether the Representative is eligible to create an account on Apple Business. The name, email address, and phone number associated with the Apple Account will be used for the Representative’s account on Apple Business. If the Apple Account is deleted, then the Representative will no longer be able to log into Apple Business using that Apple Account.

The first Representative to log into Apple Business to register the Organization will have the role of **“Administrator”** on Apple Business. As an Administrator, the Representative can manage access to and use of the Apple Business Services by the Organization and all Representatives. Each Representative’s information may be visible to Administrators of the Organization for the purposes of providing and maintaining integrity of the Apple Business Services. Apple may restrict the number Administrators each Organization can have and unilaterally change the role of any Representative.

Any information a Representative submits through use of the Apple Business Services on behalf of the Organization may be retained for the purposes of providing and improving the Apple Business Services and other Apple Products. **“Apple Products”** means any technology, software, hardware, service, device, platform, or product, including, but not limited to, Apple developer releases, pre-commercial releases, and other non-commercial software or hardware releases, that is distributed under an Apple or Apple affiliate brand or that is otherwise provided by Apple. You must comply with the Documentation when accessing and using the Apple Business Services.

You agree not to access or use the Apple Business Services other than through Apple Business or through the APIs. Access to the Apple Business Services through the APIs requires the use of keys. To generate a key, an Administrator must add an API account (**“API Account”**) for the Organization on Apple Business. You are solely responsible for all API Accounts added (and the keys generated) and all activities associated therewith, including maintaining the confidentiality and security thereof. You will: (a) not permit anyone to use any accounts or keys associated with the Organization other than Representatives (and only to the limited extent expressly permitted by Apple in the Documentation or this Agreement); (b) use anyone else’s accounts or keys; (c) immediately notify Apple of any unauthorized use of or any other breach of security of the Apple Business Services; and (d) ensure that login details for any Representative are only used by that Representative.

You are entirely responsible for all activities that occur on or through all accounts and keys associated with the Organization on Apple Business, including but not limited to access to and use of the Apple Business Services by Representatives. As between You and Apple, You are solely responsible and liable for any acts or omissions of the Representatives. Apple will not be responsible for any losses arising out of the unauthorized access to or other use of any accounts or keys, including but not limited to access or use by a Representative.

3. ORGANIZATION INFORMATION

You covenant to provide and keep information required to register with Apple for Apple Business and as may be required in Your use of the Apple Business Services, including but not limited to name, physical address, domain, or other information as requested (collectively, “**Organization Information**”) accurate, current, true, and complete. The Organization Information will be used to verify the Organization as part of the registration process. Apple may terminate this Agreement or Your access to Apple Business if Apple is unable to verify the Organization or You fail to complete the registration process, including but not limited to failing to provide additional Organization Information requested by Apple.

You acknowledge and agree that You are solely responsible and liable for the Organization Information that is uploaded, downloaded, posted, transmitted, stored, or otherwise made available through Your access to Apple Business and use of the Apple Business Services. You acknowledge and agree that the timely provision of, access to, and assistance with complete and accurate Organization Information is required for Apple to provide the Apple Business Services. You understand and acknowledge that failure to provide, update, and maintain accurate, current, true, and complete Organization Information may lead to suspension or termination of Your access to or use of the Apple Business Services at any time.

Subject to the Additional Terms for Managed Services, the Organization Information may be used for the purposes of providing the Apple Business Services, preventing fraud, and communicating with You about the Apple Business Services, including but not limited to updates, new features, and promotions. You acknowledge and agree that Your use of the Apple Business Services will require Apple to send communications to You at the email address(es) or other means of communication that You provide to Apple. You agree that Apple may send to You, whether by email or otherwise, communications in the English language unless otherwise required by mandatory provisions of applicable law. You hereby confirm Your ability to read and comprehend communications in the English language or Your ability to have communications in the English language translated to a language of Your preference or as mandated by the jurisdiction(s) to which You are subject, at no cost to Apple.

Subject to the Additional Terms for Managed Services, You acknowledge and agree that Apple may retain the Organization Information, account information for accounts associated with the Organization, and information about Your (and each Representative’s) use of the Apple Business Services, including as may be required by the Law of the jurisdiction(s) in which You reside or are located, or to which You are subject, or otherwise in accordance with Apple’s Privacy Policy, available at <https://www.apple.com/legal/privacy/en-ww/> (or any successor thereto), and that such retention may persist beyond Your cessation of use of the Apple Business Services. “**Law**” means any (1) statute, decree, constitution, regulation, order, or any directive of any Government Entity, (2) treaty, pact, compact, or other agreement to which any Government Entity is a signatory party, (3) judicial or administrative interpretation or application of any of the foregoing, or (4) any binding judicial precedent having the force of law. “**Government Entity**” means any (i) national, state, or local government, (ii) board, commission, department, division, instrumentality, court, agency, or political subdivision thereof, and (iii) association, organization, or institution of which any of the entities listed in (i) or (ii) is a member or whose jurisdiction any such entity is subject.

4. ORGANIZATION CONTENT

You acknowledge and agree that You are solely responsible and liable for any branding, logos, data, information, or other content that is uploaded, downloaded, posted, transmitted, stored, or otherwise made available through Your access to Apple Business and Your use of the Apple Business Services (collectively, “**Organization Content**”). You represent, warrant, and covenant that You have the necessary permissions and consents to use, display, perform, modify, adapt, compile, reproduce, copy, distribute, transmit, and create Derivative Works of the Organization Content. “**Derivative Work**” means a work which is based upon one or more pre-existing works, such as a revision, enhancement, improvement, modification, translation, annotation, labeling, abridgment, condensation, expansion, or any other form in which such pre-existing works may be recast, transformed, or adapted.

To the extent any Organization Information also constitutes Organization Content, the terms that apply to the Organization Content will apply to such Organization Information, except where such Organization Information constitutes Personal Data and is provided solely for Your use of the Managed Services, which is subject to Additional Terms for Managed Services. You further acknowledge and agree that the Organization Content may be made publicly available and may be used by others through their use of the Apple Business Services. Apple may use the Organization Content to provide, improve, and enhance (a) the Apple Business Services and other Apple Products and (b) the search and discovery of, and responses to, end-user queries relating to the Organization in Apple Products.

5. USING THE APPLE BUSINESS SERVICES

A. System Requirements. Use of the Apple Business Services requires compatible hardware, internet or mobile access, certain software, and may require obtaining updates or upgrades from time to time. You may incur costs associated with these system requirements. Because use of the Apple Business Services involves hardware, software, and internet or mobile access, Your ability to use the Apple Business Services may be affected by the performance of these factors. High-speed internet or mobile access is strongly recommended. You acknowledge and agree that such system requirements, which may change from time to time, are Your responsibility.

B. Availability. It is Your responsibility to maintain an appropriate alternate backup of the Organization Content and Organization Information that You provide to Apple as part of Your use of the Apple Business Services. You understand and acknowledge that there may be storage capacity, transmission, or transactional limits for the Apple Business Services. If You reach such limits, then You may be unable to use the Apple Business Services or may be unable to access or retrieve data from the Apple Business Services.

C. Updates; No Support or Maintenance. Apple may extend, enhance, suspend, discontinue, or otherwise modify the Apple Business Services (or any part thereof) provided hereunder at any time without notice, and Apple will not be liable to You or to any third-party should it exercise such rights. Apple shall not be obligated to provide You with any bug fixes, updates, upgrades, modifications, enhancements, or new releases or versions ("**Updates**") to the Apple Business Services. If Updates are made available by Apple, the terms of this Agreement will govern such Updates, unless the Update is accompanied by a separate agreement in which case the terms of that separate agreement will govern. You acknowledge and agree that such Updates may affect Your ability to use, access, or interact with the Apple Business Services and have features, services, or functionality that are different from those found in the Apple Business Services.

You acknowledge and agree that Apple is not obligated to provide any maintenance, technical, or other support for the Apple Business Services. You also acknowledge and agree that Apple has no express or implied obligation to announce or make available any Updates to the Apple Business Services to You or anyone in the future. You further acknowledge that such Updates may require You to change or update Your website or application at Your own cost.

D. U.S. Government End Users. The Apple Business Services and Apple Products are "**Commercial Products**," as that term is defined under 48 C.F.R. § 2.101, consisting of "**Commercial Computer Software**" and "**Commercial Computer Software Documentation**," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. You acknowledge and agree that the Apple Business Services and Apple Products are Commercial Products to be used for commercial purposes. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Products and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

Apple is not a U.S. federal government contractor or subcontractor, nor a U.S. federal grant recipient or subrecipient. You shall not impose any statutory, regulatory, or contractual obligation on Apple that would cause Apple to become a U.S. federal government contractor or subcontractor, or a U.S. federal grant recipient or subrecipient in connection with this Agreement.

6. LICENSE GRANT AND RESTRICTIONS

A. Your Use of the Apple Business Services. Subject to and during the term of this Agreement, You are granted a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to access and use the Apple Business Services, with no right to reproduce, distribute, modify, transform, or create Derivative Works of the Apple Business Services, in any format now known or hereafter devised. You may, during the term of this Agreement, make and distribute a reasonable number of copies of any analyses or reports created by Apple relating to Your use of the Apple Business Services (collectively, “**Apple Business Analytics**”) and any Documentation provided by Apple herein for internal use only and, in connection with any technical specifications, for the sole purpose of developing or testing the APIs. Apple Business Analytics are Apple Confidential Information.

If You are a covered entity, business associate, representative of a covered entity or business associate (as those terms are defined at 45 C.F.R § 160.103), or otherwise a health care provider or entity, You agree that You will not use any component, function, or other facility of the Apple Business Services to create, receive, maintain, or transmit any “protected health information” (as such term is defined at 45 C.F.R § 160.103) or equivalent health data under applicable Law, or use the Apple Business Services in any manner that would make Apple a business associate of the Organization or any third-party, or otherwise directly subject Apple to applicable health privacy Laws.

You acknowledge that the Apple Business Services contain proprietary content, information, and material owned by Apple and its licensors and protected by applicable intellectual property and other laws. You may not use such proprietary content, information, or materials in any way whatsoever, except as agreed by Apple in advance in writing. All rights not expressly granted in this Agreement are reserved and no other licenses, immunity, or rights, express or implied, are granted by Apple, by implication, estoppel, or otherwise. Apple reserves the right to charge or change fees for use of the Apple Business Services, including without limitation, the Managed Services, now or in the future.

B. Guidelines on Your Use of the Apple Business Services. Your use of the Apple Business Services must follow the rules set forth in Schedule A (Apple Business Services Guidelines) or otherwise as described in the Apple Business User Guide, available at <https://www.support.apple.com/guide/business/> (or any successor thereto), either of which may be updated from time to time, without notice (the “**Guidelines**”). You will monitor and ensure each Representative’s use of the Apple Business Services is in compliance with the Guidelines. Apple may monitor use of the Apple Business Services to ensure that You are following the Guidelines.

C. License Grant to Apple. You hereby grant to Apple a non-exclusive, royalty-free, sublicensable, irrevocable, perpetual, worldwide, fully paid right and license to use, display, perform, modify, adapt, compile, reproduce, copy, distribute, transmit, create Derivative Works based upon, and otherwise exploit the Organization Information and the Organization Content (which shall be deemed to include and not be limited to all text, images, trademarks, brand features, or any other intellectual property contained therein or accessible therefrom) in connection with the Apple Business Services and other Apple Products, for marketing and promotional purposes, for use internally by Apple, and for any other uses permitted under this Agreement.

D. Feedback. All suggestions, improvements, comments, and other forms of feedback regarding the Apple Business Services, Derivative Works based upon the Organization Information or the Organization

Content created by or on behalf of Apple, or other Apple intellectual property, including but not limited to code, tools, and technology used in connection with the Apple Business Services (collectively, “**Apple IP**”), collectively with all intellectual property rights or other proprietary rights therein, provided by You, or on Your behalf, to Apple (collectively, “**Feedback**”) shall be the sole property of Apple which Apple may freely use without any obligation to obtain consent or pay compensation.

E. Right to Reject. Apple reserves the right to review and: (i) reject, remove, block, suspend, or cancel Your account, the Organization Information or the Organization Content (or any portion thereof) at any time without notice, and for any reason, including but not limited to belief by Apple that the Organization Content may subject Apple to criminal or civil liability, may contravene this Agreement or Apple’s policies, may negatively impact Apple’s brand, or may be adverse to Apple’s business interests; (ii) modify the Organization Information or the Organization Content; or (iii) not use or display all or part of the Organization Information or the Organization Content. The fact that Apple has not rejected, removed, blocked, suspended, or cancelled any of the Organization Information or the Organization Content will not in any way waive, reduce, limit, or otherwise affect Your responsibilities and obligations under this Agreement. Any Organization Information or Organization Content that Apple has removed from the Apple Business Services may not be resubmitted.

F. APIs. Apple reserves the right to revoke Your keys for the APIs and similar credentials at any time in Apple’s sole discretion, even if Your use of the APIs meets the requirements set forth in the Documentation and the terms of this Agreement. If requested by Apple, You agree to promptly provide information regarding Your implementation of the APIs to Apple. You also agree to cooperate with Apple and answer questions and provide information and materials requested by Apple regarding such implementation.

G. Beta Testing. You acknowledge and agree that Apple or its affiliates may, with or without notice to You, conduct, participate in, or implement tests or experiments that may, directly or indirectly, use the Organization Content or otherwise affect Your use of the Apple Business Services (collectively, “**Testing**”), which, unless otherwise agreed, is Apple Confidential Information and governed by this Agreement. You agree to not disclose any non-public information regarding such programs, products, or features, including their existence.

7. INTELLECTUAL PROPERTY

A. Ownership. Unless otherwise specified herein, as between Apple and You, You retain all right, title, and interest, including all intellectual property rights, in the Organization Content, provided that the Organization Content does not incorporate any Apple IP or any Apple Confidential Information. All rights not expressly granted hereunder are reserved by each of Apple and You, respectively. To the extent that You have or obtain any right, title, or interest in or to Apple IP, You unconditionally and irrevocably assign all such right, title, and interest to Apple without any duty to account or pay royalties to You or any third party.

You agree that the Apple Business Services may contain proprietary information and material that is owned by Apple’s licensors or other third parties and is protected by applicable intellectual property Laws and other Laws, and that You will not use such proprietary information or materials in any way whatsoever except for use of the Apple Business Services in compliance with this Agreement. Except as expressly set forth herein, and except to the extent that applicable Laws prevent Apple from restraining You from doing so, no portion of the Apple Business Services may be reproduced in any form or by any means without Apple’s express written consent.

B. Copyrights and Trademarks. All copyrights in and to the Apple Business Services are owned by Apple or its licensors. Apple, the Apple logo, and other Apple trademarks, service marks, graphics, and logos used in connection with the Apple Business Services are trademarks or registered trademarks of Apple Inc. in the U.S. and/or other countries. You are not granted any rights or licenses with respect to any of the aforesaid trademarks or any use of such trademarks.

8. REPRESENTATIONS AND WARRANTIES

You represent, warrant, and covenant that:

A. You have full power to enter into and carry out Your obligations under this Agreement, and upon Apple's request, You can and shall immediately demonstrate such power and authorization to Apple's satisfaction, and understand and acknowledge that Your failure to do so will be deemed a material breach of this Agreement;

B. You will not, and will not cause or allow any Representative to, use the Apple Business Services other than as strictly permitted pursuant to the terms of this Agreement, and for authorized and legal purposes consistent with all applicable Laws, including those of the jurisdiction(s) in which You reside or are located, to which You are subject, and in which Organization Content is made available. This includes, but is not limited to, ensuring that Your access, use, or enabling of the Managed Services complies with all applicable Laws regarding the storage of data;

C. You hold and shall maintain all the necessary rights, authorizations, permissions, and consents to use the Organization Content and to permit all uses of the Organization Content as set forth in this Agreement, and You shall remove any Organization Content if and to the extent You no longer have such rights, authorizations, permissions, or consents;

D. You, any entity or person that directly or indirectly Controls You, or is under common Control with You, and the Representatives are not: (i) on any sanctions lists in the countries or regions where the Apple Business Services are available (including but not limited to the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List), (ii) doing business or located in any of the U.S. embargoed countries or regions, or (iii) a military end user as defined and scoped in 15 C.F.R § 744. "**Control**" means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

E. if You access, use, or implement the Apple Business Services on behalf of a third party: (i) You are and shall be lawfully authorized to access, use, and implement the Apple Business Services on behalf of such third party in that capacity; (ii) Your access, use, and implementation of the Apple Business Services shall not exceed the lawful authorization provided by such third party; (iii) You have agreed to this Agreement and any other obligation required to use the Apple Business Services; and (iv) such third party has authorized You to communicate with Apple as reasonably necessary, including to validate the necessary authorizations specified herein and to provide information or materials required by applicable Law, and You shall assist Apple in such communications upon or at Apple's request; and

F. You have provided Apple with complete and accurate information regarding any majority owner, partner, officer, director, or manager of the Organization accessing the Apple Business Services that is, has been, or will become an official or employee of a Government Entity ("**Government Related Party**"). If at any time the Organization becomes aware, or otherwise has reason to believe, that a Representative has been or will become, a Government Related Party, then, to the extent permissible by Law, the Organization shall promptly notify Apple in writing.

9. DISCLAIMER OF WARRANTIES

YOU MAY HAVE NON-EXCLUDABLE RIGHTS OR REMEDIES UNDER LAWS IN YOUR JURISDICTION. NOTHING IN THIS AGREEMENT IS INTENDED TO OR HAS THE EFFECT OF LIMITING, MODIFYING, OR EXCLUDING ANY LIABILITY WHICH CANNOT BE SO LIMITED, MODIFIED OR EXCLUDED BY LAW. ANY AND ALL LIMITATIONS OR EXCLUSIONS OF APPLE'S LIABILITY IN THIS AGREEMENT SHALL APPLY ONLY TO THE MAXIMUM EXTENT SUCH LIMITATIONS ARE PERMITTED BY LAW.

APPLE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE APPLE BUSINESS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU ACKNOWLEDGE AND AGREE THAT APPLE, IN ITS SOLE DISCRETION, MAY IMPOSE LIMITS OR RESTRICTIONS ON THE USE OF OR ACCESS TO THE APPLE BUSINESS SERVICES, MAY REMOVE SOME OR ALL OF THE APPLE BUSINESS SERVICES FOR INDEFINITE PERIODS OF TIME, OR MAY CEASE TO OFFER THE APPLE BUSINESS SERVICES (OR ANY PART THEREOF) AT ANY TIME WITHOUT NOTICE OR LIABILITY TO YOU.

APPLE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE APPLE BUSINESS SERVICES ARE AVAILABLE IN ALL LOCATIONS, AND, TO THE EXTENT THAT THEY ARE AVAILABLE, THAT ALL LANGUAGES USED IN SUCH LOCATIONS WILL BE AVAILABLE, AND APPLE MAKES NO REPRESENTATION THAT THE APPLE BUSINESS SERVICES ARE APPROPRIATE OR PERMISSIBLE FOR YOUR USE IN A PARTICULAR LOCATION.

YOU FURTHER ACKNOWLEDGE THAT THE APPLE BUSINESS SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR THE ERRORS OR INACCURACIES IN, ANY CONTENT, DATA, OR INFORMATION PROVIDED BY OR THROUGH THE APPLE BUSINESS SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT, OR WEAPONS SYSTEMS.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR ANY APPLE PERSONNEL SHALL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE APPLE BUSINESS SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE APPLE BUSINESS SERVICES IS AT YOUR SOLE RISK. THE APPLE BUSINESS SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS, QUIET ENJOYMENT, TITLE, ACCURACY, AND NON-INFRINGEMENT. APPLE DOES NOT REPRESENT OR GUARANTEE THAT THE APPLE BUSINESS SERVICES WILL MEET YOUR REQUIREMENTS, BE COMPATIBLE OR WORK WITH ANY OTHER APPLE PRODUCTS OR ANY THIRD PARTY SOFTWARE, APPLICATIONS, PRODUCTS, SERVICES, OR CONTENT, OR BE FREE FROM NETWORK FAILURES, LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND APPLE DISCLAIMS ANY LIABILITY RELATING THERETO.

10. INDEMNITY

You will, to the maximum extent permitted by Law, indemnify and hold harmless on an after tax basis and, at Apple's sole option, defend Apple and its directors, officers, employees, affiliates, agents, contractors, and licensors (each, an "**Apple Indemnified Party**") for (i) all amounts awarded in, or paid in settlement of, any arbitration, judicial or administrative action, suit, claim, demand, investigation, or proceeding (collectively, "**Proceeding**" and together with interest, "**Losses**") and (ii) any out of pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including but not limited to court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements (collectively, "**Litigation Expenses**," and together with Losses, the "**Indemnifiable Losses**") brought against one or more Apple Indemnified Parties, that arises out of or is in connection with : (a) Your or any Representative's breach of this Agreement, breach of any representation, warranty, or covenant herein, failure to comply with any applicable Law, or acts or omissions in connection with the access to or use of the Apple Business Services; (b) Apple's use of, on its own or in combination with other

content, or promotion of the Organization Information or Organization Content as permitted by this Agreement; (c) misappropriation, violation, or infringement of Apple's or any third party's patent, copyright, trademark, trade secret, mask work, or any other intellectual property or proprietary right in connection with this Agreement; (d) defamation arising out of Organization Content, or breach of the confidentiality or privacy of another; (e) false, deceptive, unfair, or abusive acts or practices in connection with the Organization Content; or (f) the performance of the Organization's obligations hereunder or use of the Apple Business Services cause personal injury or property damage (subsections (a) through (f) inclusively, collectively, "**Claims**"). You shall not make any admissions of liability, enter into any settlement of any Claim (or like agreement) that affects Apple's rights or binds Apple or any Apple Indemnified Party in any way, or publicize any settlement details related to Apple or any Apple Indemnified Party, without Apple's prior written consent.

Apple shall promptly provide notice to You of any Claim for which it seeks indemnification. If You do not respond within ten (10) days to such notice, You will be deemed not to dispute the Claim. To assume the defense of a Claim, You must provide notice to Apple that You accept Apple's request for defense. Promptly thereafter, You shall retain independent legal counsel that is reasonably acceptable to Apple to represent You in the Claim. An Apple Indemnified Party may participate in the defense of a Claim with counsel of its own choosing and without Your participation if (1) You notify the Apple Indemnified Party that You refuse to defend the Claim, (2) by midnight at the end of the tenth day after the Apple Indemnified Party provides notice to You of the Claim, You fail to provide notice to the Apple Indemnified Party that You will defend the Claim, or (3) representation of You and the Apple Indemnified Party by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. You shall pay any Litigation Expenses that an Apple Indemnified Party incurs in connection with the defense of a Claim before You assume the defense of that Claim. The amount which You will be required to pay with respect to any Indemnifiable Losses will be an amount sufficient to restore the Apple Indemnified Party on an after-tax basis to the same position such Apple Indemnified Party would have been in had such Indemnifiable Loss not been incurred.

11. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR PERSONAL INJURY, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF OR ACCESS TO, OR INABILITY TO USE OR ACCESS, THE APPLE BUSINESS SERVICES, INCLUDING, WITHOUT LIMITATION, FOR CORRUPTION OR LOSS OF DATA OR INFORMATION, LOSS PROFITS, BUSINESS INTERRUPTION, FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION, ANY ERRORS OR OMISSIONS IN ANY PRODUCT, SERVICE, FEATURE, OR FUNCTIONALITY, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF OR INABILITY TO USE ANY PRODUCT, SERVICE, FEATURE, OR FUNCTIONALITY MADE AVAILABLE VIA APPLE BUSINESS, EVEN IF ADVISED OF THEIR POSSIBILITY, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, OR OTHERWISE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OR ANY REMEDY. IN NO EVENT SHALL APPLE'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR DAMAGES OF ANY KIND, WHETHER BY TORT OR CONTRACT (OTHER THAN AS MAY BE REQUIRED UNDER APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY U.S. DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. CONFIDENTIALITY

As part of Your use of the Apple Business Services, Apple may provide You, in any form (e.g., written, oral, visual, electronic, or any other tangible or intangible form), with nonpublic, proprietary, or confidential information or materials, whether or not labeled or designated as confidential, including access to pre-

release features that are not generally available to the public (collectively, “**Apple Confidential Information**”). You agree that all pre-release features (including pre-release documentation), and other Apple materials that disclose pre-release features, are deemed Apple Confidential Information; provided however that pre-release features will no longer be confidential upon their commercial release. You further agree that data and any user related activity related to the Apple Business Services that is obtained, generated, or created by or on behalf of Apple will be deemed Apple Confidential Information. Notwithstanding the foregoing, Apple Confidential Information will not include: (a) information that is generally and legitimately available to the public other than through Your fault or breach of this Agreement; (b) information that is generally made available to the public by Apple; (c) information that is independently developed by You without the use of or reference to any Apple Confidential Information; or (d) information that was lawfully obtained from a third party who had the right to transfer or disclose it to You without any obligation of confidentiality.

You covenant to protect Apple Confidential Information using at least the same degree of care that You use to protect your own confidential information of similar importance, but no less than a reasonable degree of care. You agree to use Apple Confidential Information solely for the purpose of accessing and using the Apple Business Services and performing your obligations under this Agreement and covenant not to use Apple Confidential Information for any other purpose, including for Your own or any third party’s benefit. You further covenant not to disclose or disseminate Apple Confidential Information (i) to anyone other than Representatives who have a need to know in order to accomplish such purpose and who are bound by a written agreement that is at least as restrictive as the confidentiality obligations set forth herein; or (ii) except as otherwise agreed or permitted in writing in advance by Apple. You will be liable for any violation of the terms of this Section 12 by Representatives. You may disclose Apple Confidential Information to the extent required by applicable Law, provided that You take reasonable steps to notify Apple of such requirement before disclosing the Apple Confidential Information and to obtain protective treatment of the Apple Confidential Information. You acknowledge that damages for improper disclosure of Apple Confidential Information may be irreparable and therefore, Apple is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

13. DATA PRIVACY AND SECURITY

Unless otherwise specified in this Agreement, all data processing by Apple in connection with the Apple Business Services will be done in accordance with its publicly posted Privacy Policy, available at <https://www.apple.com/legal/privacy/en-ww/> (or any successor thereto). For more information regarding which Apple entity is responsible for handling data relating to identified or identifiable individuals (“**Personal Data**”) provided in connection with the Apple Business Services, please see <https://www.apple.com/legal/privacy/en-ww/affiliated-company/>. You agree to comply with all applicable Laws pertaining to Personal Data, including as applicable to transfers of Personal Data from any jurisdiction to any other jurisdiction.

By using the Apple Business Services, You acknowledge and agree that Apple may use information about Your use of the Apple Business Services, for, among other things, the purpose of providing, evaluating, modifying, or improving the Apple Business Services and for communicating with You about the Apple Business Services. You also acknowledge and agree that Apple may, among other things, collect and use data related to end user activities in connection with the Apple Business Services. This data is used for analyzing, reporting, and enhancing the Apple Business Services. All data collected by Apple in connection with the Apple Business Services will be processed and used in accordance with its publicly posted Privacy Policy, available at [apple.com/privacy](https://www.apple.com/privacy/) (or any successor thereto).

You further acknowledge and agree that You shall make no attempt to reidentify an individual using any data provided to You by Apple, including but not limited to reporting related to end users, without express written consent from Apple or where required by Law. Notwithstanding the foregoing, Personal Data associated with Your use of the Apple Business Services, including name, email address, and phone

number, will be visible to other accounts associated with the Organization in connection with providing and maintaining the Apple Business Services.

Consistent with Apple's policy on tracking, You agree that in connection with the Apple Business Services, You will not, and will not attempt to, access, use, or otherwise process any information that can be used to track any individual or device, except with the user's explicit permission by means of the App Tracking Transparency APIs. Tracking is defined by Apple's policies and guidelines, including at <https://developer.apple.com/app-store/user-privacy-and-data-use> (or any successor thereto).

14. MODIFICATION OR AMENDMENT

Apple reserves the right, at its discretion, to modify or amend this Agreement at any time with or without notice to You. If notice is provided, then such modified terms shall become effective upon notice to You in accordance with Section 18 (Notices), or at a later time as specified in such notice. You acknowledge and agree that regularly reviewing this Agreement is Your responsibility. IF YOU DO NOT AGREE TO ANY MODIFICATION TO THIS AGREEMENT, YOU SHALL IMMEDIATELY STOP ALL ACCESS TO AND USE OF THE APPLE BUSINESS SERVICES. YOUR CONTINUED USE OF THE APPLE BUSINESS SERVICES AFTER ANY MODIFICATION TO THIS AGREEMENT SHALL BE DEEMED AS YOUR ACCEPTANCE OF THIS AGREEMENT, AS MODIFIED.

15. TERMINATION OR SUSPENSION

Either Party, in its sole discretion, may terminate this Agreement at any time upon notice without cause; provided, however, that any continued use of the Apple Business Services by You after such notice of termination will be subject to the then-current Agreement. You may provide notice by e-mailing Apple's customer support team. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) any rights, licenses, consents, and authorizations granted by either Party to the other hereunder will immediately terminate, except for the licenses granted to Apple herein which will survive any expiration or termination of this Agreement; and (b) You will cease all access to and use of the Apple Business Services.

THE RIGHTS AND OBLIGATIONS SET FORTH IN SECTIONS 6(B) THROUGH 6(E) AND 7 THROUGH 25 WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, APPLE MAY, IN ITS SOLE DISCRETION, DIRECTLY OR INDIRECTLY, IMMEDIATELY AND WITHOUT ADVANCE NOTICE, SUSPEND, TERMINATE, OR OTHERWISE DENY YOUR ACCESS TO OR USE OF ALL OR ANY PART OF THE APPLE BUSINESS SERVICES, AND APPLE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY SHOULD IT EXERCISE SUCH RIGHTS. This Section 15 does not limit any of Apple's other rights or remedies, whether at law, in equity, or under this Agreement.

16. RELATIONSHIP OF THE PARTIES

This Agreement does not create and shall not be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship, or any other form of legal association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties.

17. PRESS RELEASES OR OTHER PUBLICITY

You may not issue any press releases or make any other public statements regarding this Agreement or any relationship with Apple without Apple's express prior written approval, which may be withheld at Apple's sole discretion.

18. NOTICES

Any notices relating to this Agreement shall be in writing. All notices from Apple to You will be deemed given when sent to You at the email address or mailing address You provide to Apple in connection with

the Apple Business Services. You agree to regularly check Your email address and Your mailing address for notices from Apple to You, to promptly review all such notices, and to immediately notify Apple if You no longer have access to the email address or the mailing address You provided to Apple in connection with the Apple Business Services. Unless otherwise specified herein, all notices to Apple relating to this Agreement will be deemed given: (a) when delivered personally, (b) three (3) business days after having been sent by commercial overnight carrier with written proof of delivery, or (c) five (5) business days after having been sent by first class or certified mail, postage prepaid, by the foregoing methods stated in (a), (b), and (c), to: Apple Inc., Legal (attn: Apple Business Legal), One Apple Park Way, MS 37-2ISM, Cupertino, CA 95014, United States. A Party may change its email or mailing address by giving the other Party written notice as described above or through Apple Business.

19. DISPUTE RESOLUTION; GOVERNING LAW

All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “**ICC Rules**”) by three arbitrators appointed in accordance with the ICC Rules.

The place of the arbitration shall be San Francisco, California. The language of the arbitration shall be English. In addition to the ICC Rules, the Parties agree that the arbitration shall be conducted according to the International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration.

The Parties undertake to keep confidential the fact of any arbitration and all awards in the arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

The direct expenses of the arbitration, including fees and expenses of the arbitrators, shall in principle be borne and shared equally by the Parties, subject to the ICC Rules. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the Party requesting such, unless requested by the arbitrators, which will then be borne and equally shared by the Parties. Each Party shall bear its own costs and attorney’s fees, and the arbitrators shall not have the authority to award any Party’s costs or attorney’s fees to another Party.

This Agreement and any dispute arising under or in connection with this Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles, except that this arbitration clause and any arbitration hereunder shall be governed by the Federal Arbitration Act, Chapters 1 and 2. The Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Nothing in this Agreement shall prevent either Party from seeking provisional measures from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the Agreement to arbitrate or a waiver of the right to arbitrate. The Parties hereby waive any requirements for security for obtaining any provisional relief.

20. COMPLIANCE

You may not use, export, re-export, import, sell, or transfer the Apple Business Services, or any part thereof, except as authorized by the Laws of the United States, the Laws of the jurisdiction in which You access Apple Business or use the Apple Business Services, or any other applicable Laws. In particular, but without limitation, You agree that the Apple Business Services may not be used, exported, or re-exported in or to any U.S. embargoed countries or by anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List or any other restricted party lists.

21. THIRD-PARTY MATERIALS

Portions of the Apple Business Services may display, include, utilize, or make available information, software, materials, or services from third parties or provide links to certain third-party websites (“**Third-Party Materials**”). Acknowledgements, licensing terms, and disclaimers for the Third-Party Materials are contained in the electronic documentation for the Apple Business Services or applicable part thereof, and Your use of the Third-Party Materials is governed by their respective terms.

Apple makes no representation that the Apple Business Services or Third-Party Materials are appropriate, accurate, or available for use in any particular location. To the extent You choose to use or access Third-Party Materials, You do so at Your own risk and are responsible for compliance with any applicable Laws, terms, or other requirements. Apple does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any Third-Party Materials, or for any other materials, products, or services of third parties. The Apple Business Services and Third-Party Materials may not be available in all languages or in all countries or regions.

22. OTHER AGREEMENTS

Any other agreements in effect between You and Apple that do not incorporate this Agreement or are not incorporated herein or therein by reference (“**Other Agreements**”) are separate from this Agreement. Except as otherwise specified in writing herein or in the Other Agreements, this Agreement will in no event be deemed to be the terms of the Other Agreements and vice versa. No breach of this Agreement will constitute a breach of the Other Agreements and vice versa. You acknowledge and agree that the performance of Your obligations under this Agreement shall not be conditioned on Apple entering into any further agreements or providing any additional representations or warranties relating to the Apple Business Services.

23. GOVERNING LANGUAGE

THE UNITED STATES, ENGLISH LANGUAGE VERSION OF THIS AGREEMENT SHALL BE THE ORIGINAL, GOVERNING INSTRUMENT, AND UNDERSTANDING OF THE PARTIES. IF THIS AGREEMENT IS MADE AVAILABLE BY APPLE IN ANY OTHER LANGUAGE OR IN ANY OTHER ENGLISH LANGUAGE VERSION, THEN THE UNITED STATES, ENGLISH LANGUAGE VERSION SHALL GOVERN AND CONTROL IN THE EVENT OF ANY CONFLICT WITH ANY TRANSLATION INTO ANOTHER LANGUAGE OR ANY OTHER ENGLISH VERSION (TO THE EXTENT THIS DOES NOT CONTRADICT MANDATORY PROVISIONS OF APPLICABLE LAW), UNLESS SUCH OTHER VERSION EXPLICITLY STATES OTHERWISE. If You are a government agency, department, instrumentality or organization in France or the Province of Quebec, Canada, the following clause applies: The Parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. *Les Parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.*

24. SOVEREIGN IMMUNITY

To the extent You may be entitled in any jurisdiction to claim for Yourself or Your assets immunity (whether state or sovereign or otherwise) from service of process, jurisdiction, suit, judgment, execution, attachment (whether before judgment, in aid of execution, or otherwise), or legal process with respect to Your obligations under this Agreement, or to the extent that, in any such jurisdiction, such immunity (whether or not claimed) may be attributed to You or Your assets, You hereby irrevocably agree not to claim, and hereby irrevocably waive, such immunity to the fullest extent permitted by the Laws of such jurisdiction with the intent, inter alia, that such waiver of immunity shall have irrevocable effect.

25. MISCELLANEOUS

This Agreement constitute the entire agreement between You and Apple and governs Your access to and use of the Apple Business Services, superseding all prior agreements between You and Apple, except as set forth in Section 22 (*Other Agreements*). Apple may assign its rights and obligations in this Agreement, in whole or in part, without restriction or notice. You may not assign this Agreement (or Your obligations hereunder), including, without limitation, by operation of law or merger, or any other means without Apple’s

prior written approval, and any attempt to assign this Agreement without such prior written approval is null and void. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a matter consistent with applicable Law to reflect, as nearly as possible, the original intentions of the Parties, and the remaining portions shall remain in full force and effect. Apple's failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision, or any other right or provision of this Agreement. Any Laws that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Apple will not be responsible for failure to fulfill any obligations due to causes beyond its control. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement. This Agreement is not to the benefit of any third parties. The conjunction "or" will be understood in its inclusive sense (and/or). You and Apple wholesale reject any of Your clickwrap or other standard terms and conditions attached to an order, confirmation, submission of Organization Content or Organization Information, or other document, and such terms are not applicable to Apple and are wholly disclaimed.

Schedule A
(to the Terms of Service)
Apple Business Services Guidelines

Apple reserves the right to interpret these guidelines and take (or refrain from taking) action in its sole discretion. Without affecting any other remedies that may be available to Apple, Apple may permanently or temporarily remove or disable access to unacceptable Organization Content or terminate or suspend Your access to and use of the Apple Business Services without notice or liability if Apple (in its sole discretion) determines that You (including any Representative) have violated these guidelines. You agree to cooperate with Apple to investigate and remedy any violation.

The following are prohibited:

1. DISRUPTION.

A. Compromising the security or operation of Apple's systems, including but not limited to probing, scanning, or testing the vulnerability of any system or network that hosts the Apple Business Services. This prohibition does not apply to security assessments expressly permitted by Apple.

B. Tampering with, reverse-engineering, or hacking the Apple Business Services, circumventing any security or authentication measures, or attempting to gain unauthorized access to Apple Business Services, related systems, networks, or data.

C. Modifying, disabling, or compromising the integrity or performance of the Apple Business Services or related systems, network or data.

D. Deciphering any transmissions to or from the servers running the Apple Business Services.

E. Overwhelming or attempting to overwhelm Apple infrastructure by imposing an unreasonably large load on Apple systems that consumes extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:

- i. Using "robots," "spiders," "offline readers," or other automated systems to send more request messages to Apple servers than a human could reasonably send in the same period of time by using a normal browser;
- ii. Going far beyond the use parameters for any Apple Business Service as described in the Documentation; or
- iii. Consuming an unreasonable amount of storage for music, videos, or other content in a way that's unrelated to the purposes for which the Apple Business Services were designed.

2. WRONGFUL ACTIVITIES.

A. Misrepresentation of Yourself or disguising the origin of any Organization Content (including by "spoofing," "phishing," manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Apple or any third party).

B. Using the Apple Business Services to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, collecting or gathering other people's personal information (including account names or information) from the Apple Business Services, inferring characteristics or personal information (including sensitive information) about other people using the Apple Business Services, or analyzing or using the Apple Business Services in any manner to attempt to derive the identity of any person or device, or otherwise attempt to correlate data provided through the Apple Business Services with any person or device.

C. Using the Apple Business Services to stalk, track, or monitor others or to harass, bully, intimidate, or post direct, specific threats or acts of violence (including terrorism) against others.

D. Using the Apple Business Services in furtherance of any illegal or unlawful purpose (including without limitation the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons) or in violation of any Laws (including without limitation data privacy and export control laws).

E. Accessing or searching any part of the Apple Business Services by any means other than through Apple Business or the APIs.

F. Using meta tags or any other “hidden text” including Apple’s or Apple’s suppliers’ product names or trademarks.

G. Using the Apple Business Services for the purpose of providing alerts on disaster scenarios or any other situations directly related to health or safety, including but not limited to acts of terrorism, natural disasters, or emergency response.

H. Using the Apple Business Services to engage in, promote, or facilitate practices or behaviors that could lead to discriminatory, unfair, or harmful treatment of individuals or groups of people, particularly on the basis of sensitive or protected attributes or characteristics.

I. Removing, obscuring, or altering any copyright notices, trademarks, or any other proprietary rights or legal notices, documents, or hyperlinks that may appear in or be provided through the Apple Business Services.

J. Copying, modifying, or creating Derivative Works of any portion of the Apple Business Services, using the Apple Business Services to create or enhance a competing service or product, or accessing or using the Apple Business Services in any unauthorized manner that attempts to pre-fetch, cache, index, extract, scrape, or reutilize any portion of the Apple Business Services, including but not limited to unauthorized bulk downloads of content or data, or creation of any databases based upon content or data provided through the Apple Business Services.

K. Selling, leasing, or renting access to the Apple Business Services (or any part thereof) to any third party, except as expressly permitted by Apple.

3. INAPPROPRIATE COMMUNICATIONS.

A. Using the Apple Business Services to generate or send chain letters, spam, any bulk messaging, or any other form of unwanted communication that does not comply with applicable spam Laws, including, but not limited to, unsolicited advertising, promotional materials, or informational announcements.

B. Transmitting any computer viruses, worms, trojan horses, or other malware.

C. Soliciting Apple users for commercial purposes, unless expressly permitted by Apple.

D. Disparaging Apple or our partners, vendors, or affiliates.

E. Promoting or advertising products or services other than Your own without appropriate authorization.

4. INAPPROPRIATE CONTENT.

A. Posting, uploading, sharing, submitting, or using the Apple Business Services to generate, facilitate, promote, or otherwise provide Organization Content that:

- i. Violates or infringes Apple's or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights, rights of publicity, or any other intellectual property right or proprietary or contractual right, or where Apple receives notice of alleged violation or infringement;
- ii. You don't have the right to provide to Apple;
- iii. Includes user generated content (e.g., ratings and reviews) in which You don't have a direct relationship with the originator of such content, unless You have all the necessary permissions and consents to use and deliver such content to Apple;
- iv. Includes personal, private, or confidential information belong to others;
- v. Requests personal, private, or confidential information from others, including from a child under the age of 13 (or age of majority in Your jurisdiction);
- vi. Offers any kind of compensation or incentive in exchange for a rating or review;
- vii. Is false, misleading, deceptive, manipulative, fraudulent, illegal, unlawful, obscene, vulgar, defamatory, libelous, threatening, abusive, harmful, sexually explicit (including child sexual abuse or exploitation material, which Apple will remove and report to law enforcement), indecent, harassing, derogatory, or hateful;
- viii. Impersonates, or misrepresents Your affiliation with, another person, organization, or entity;
- ix. Depicts or encourages serious harm or any form of violent, illegal, terrorist, tortious, fraudulent, malicious, or dangerous conduct;
- x. Is intended to be inflammatory;
- xi. Attacks or discriminates against others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, medical condition, or other similar status;
- xii. Contains malware, spyware, viruses, Trojan horses, bots, worms, time bombs, ransomware, scripting exploits, or other similar harmful or deleterious programming routines;
- xiii. Could otherwise cause injury, damage, death, or credible risk of harm to Apple, the services, its users, or any third party; or
- xiv. Has been previously removed for violating the Guidelines.

5. PROHIBITED USES.

A. You will not use any Apple Business Services to:

- i. Seek or provide advice that would ordinarily be provided by a qualified or licensed professional, including legal, medical, health, financial, or other professional advice of any kind;
- ii. Make automated decisions with legal or similarly significant effects, including in any domains that may affect an individual's rights, safety, health, or well-being (for example, in the domains of finance, credit, insurance, employment, housing, education, essential services, law or law enforcement, migration, management of critical infrastructure, judicial proceedings, or social scoring);
- iii. Engage in activities classified as prohibited or high-risk use under the Laws of the jurisdictions that apply to Your use and any output You generate, including, for example, (1) to infer the emotions of an individual in workplace and educational settings, (2) to categorize individuals using their biometric data to deduce or infer sensitive attributes (for example, race or political opinions), or (3) to evaluate or classify individuals based on their social behavior or personal characteristics in a way that leads to detrimental or unfavorable treatment;
- iv. Engage in political campaigning or lobbying, including generating campaign materials to influence a political process, or to interfere with participation in electoral, democratic, or civic processes; or
- v. Mislead individuals into believing that they are communicating with a human when they are not or claim that any Organization Content generated through artificial intelligence was generated by a human.

B. It is a violation of these guidelines to use the Apple Business Services to:

- i. Seek to override or circumvent the technical or safety measures designed to safeguard the Apple Business Services, including, for example, by using techniques such as prompt injection and

jailbreaking, or intentionally prompt the Apple Business Services to act in a manner that violates these guidelines;

ii. Depict or impersonate any other individual or organization without their consent, authorization, or legal right to do so; or

iii. Engage in, generate, or promote disinformation, misinformation, false online engagement (such as fake reviews), plagiarism, or academic dishonesty.

Attachment 1
(to the Terms of Service)
Additional Terms for Brand Services

The terms set forth in these Additional Terms for Brand Services apply when You utilize Brand Services, such as Branded Mail, Brand Profiles, and adding or claiming one or more locations on Apple Maps (“**Places**”). When You add or claim a Place, You can provide data, information, or content, such as address, phone number, hours of operation, website, social media page, photos, ratings, reviews, images, and actions (collectively, “**Location Data**”) for that Place. For the avoidance of doubt, any Location Data You provide constitutes Organization Content under the Agreement.

A. WEBSITE CONTENT

To the extent You submit, provide, or otherwise make available to Apple through Your use of the Apple Business Services any domains or websites, including as part of Organization Information (“**Organization Websites**”), You hereby grant Apple permission to extract, copy, transmit, or cache publicly available information and content from the Organization Websites (“**Website Content**”) for the purposes described in the Agreement. Apple may use Website Content to recommend text and content that You may save or approve (“**Approved Website Content**”). For the sake of clarity, Website Content and Approved Website Content constitutes Organization Content under the Agreement.

B. LICENSE TO APPLE

You hereby grant to Apple a non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicensable, worldwide right and license to use, display, perform, modify, adapt, compile, reproduce, copy, distribute (directly or indirectly), transmit, create Derivative Works based upon, and otherwise exploit the Organization Content (or Apple’s Derivative Works thereof), in whole or in part and in any media now known or later discovered, to enable Apple, among other things, to operate, provide, improve, and promote the Apple Business Services, perform and exercise rights under this Agreement, and support users of Apple Products in search, discovery, and interaction with businesses. As part of providing the Apple Business Services, Apple may enable third party developers to access the Organization Content through an Apple Product for use in conjunction with third party developer applications and websites. Apple shall have the right, but not the obligation to exercise any or all of the rights and licenses granted under this Agreement.

C. OWNERSHIP

Apple shall own and retain all rights, title and interest in and to designs, ideas, drawings, notes, reports, documentation, hardware, software, prototypes, algorithms, models, processes, know-how, trade secrets, products, services, data, materials, or any other tangible or intangible items developed or created in connection with or related to Apple’s use of the Organization Content. For clarification, Apple is not obligated to disclose any Derivative Works to the Organization.

D. USE OF API

Location Data that is provided via the APIs must comply with the Apple Maps Business Listing Integration Specification Document, available at <https://business.apple.com/docs/api/v1/introduction>.

E. DATA VERIFICATION

You acknowledge and agree that Your use of the Brand Services may require Apple to contact You using the Location Data You provided (e.g., phone number), via manual or automated means, for verification or other purposes related to providing the Apple Business Services.

F. AGENCIES

If the Organization Content includes Location Data for Places You do not own or control, then You must select the “**Agency**” option when registering the Organization on Apple Business.

G. DELEGATION

You may delegate to one or more Agencies (“**Delegates**”) to access and use the Apple Business Services on Your behalf. As between You and Apple, You are responsible and liable for (a) any data or content that You (and any Representative or Delegate) provide or otherwise make available to Apple, (b) any acts or omissions of Representatives or Delegates, including activities that occur on or through all accounts and keys associated with the Organization, and (c) any violations of the terms of the Agreement by Representatives or Delegates. For the purposes of the Agreement, Delegates shall be treated as Representatives.

H. PERSONAL DATA

You will not provide Apple with any Location Data containing Personal Data with the exception of Personal Data of natural persons acting as small or medium-sized businesses (“**SMBs**”); provided that to the extent any Personal Data is inadvertently shared by Apple to You pursuant to the Agreement, You will promptly delete it and comply with any deletion requests that You receive from individuals.

In addition to Your indemnification obligations under the Agreement, You will be liable for the damage caused to any individual as a result of Your processing of Personal Data, where You have not complied with Your obligations under this Agreement or any applicable Laws pertaining to Personal Data, or where You have acted outside or contrary to lawful instructions from Apple.

I. REPRESENTATIONS AND WARRANTIES

In addition to the Representations and Warranties set forth in Section 8 (*Representations and Warranties*), You represent, warrant, and covenant that:

- i. You are the sole and exclusive owner of the Location Data and You have full power to grant the rights granted to Apple in this Agreement, or You otherwise have all rights, licenses, approvals, and/or consents from the owner(s) of the Location Data to grant the rights being granted to Apple under this Agreement;
- ii. Location Data will not contain any data, code, or other materials that are subject to a GPL (GNU Public License) or LGPL (Lesser GNU Public License) license, ODbL (Open Database license), or any other license (1) that would impose obligations on Apple to distribute or disclose any data or software with which the Location Data is combined or to permit third parties to reverse engineer or replace any portions of any data or software with which Location Data is combined, (2) that would require Apple to license patent rights to any party, or (3) that would impose any other obligation or limitation on Apple not expressly set forth in the Agreement;
- iii. You will (1) comply, and will ensure that Representatives and Delegates comply, with Section I (*Personal Data*), and all applicable Laws, including without limitation those pertaining to Personal Data; and (2) ensure that You have a legitimate legal basis for processing of, disclosing to, and otherwise allowing the use by Apple of Personal Data related to SMBs pursuant to the terms of the Agreement, including, without limitation, Section C (*License to Apple*) above;
- iv. If You provide Location Data from the territory of India, You are certified in accordance with the Guidelines for acquiring and producing Geospatial Data and Geospatial Data Services including Maps, under DSTs Letter F.No.SM/25/02/2020 (Part-I) dated 15th of February 2021 (the “**Geospatial Guidelines**”) and You are otherwise in compliance with, and all Location Data from the territory of India is in compliance with, the Geospatial Guidelines; and
- v. You are not required to register as a data broker in California, Vermont, Texas, or any other jurisdiction that requires a business that collects, licenses or sells data from consumers with which it has no direct interaction to register in such jurisdiction.

J. EXPORT CONTROL

You agree that You will not export, re-export, resell, or transfer any commodity, technical data, or software: (i) in violation of such limitations imposed by the United States, or any other relevant national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, the European Union, or any

other appropriate national government authority with jurisdiction; or (iv) to any person or firm designated as a sanctioned party by the United States Government or other relevant foreign government authority with jurisdiction (sanctioned party list examples: United Nations Sanctions List, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, United Kingdom Sanctions List, European Union Sanctions List), without appropriate government authorization. Furthermore, You agree that You will not provide to Apple any Organization Content from a sanctioned party or from a sanctioned region or an embargoed country.

K. EFFECT OF TERMINATION

These Additional Terms for Brand Services will survive expiration or termination of the Agreement. For the sake of clarity, the licenses granted to Apple herein will survive any expiration or termination of the Agreement. Termination or expiration will not relieve You or Apple of any liability arising from any breach of the Agreement. Neither Party will be liable to the other for damages of any sort solely as a result of terminating the Agreement in accordance with its terms, and termination of the Agreement will be without prejudice to any other right or remedy of either Party. For the avoidance of doubt, Apple shall not be required to delete, rewind, or re-train any models developed using Organization Content.

Attachment 2 **(to the Terms of Service)** **Additional Terms for Managed Services**

Subject to availability in the country or region in which You are domiciled, the terms set forth in these Additional Terms for Managed Services apply to (i) the enrollment of Your Authorized Devices into Apple Business; (ii) use of the device management functionality as part of Apple Business or other mobile device management (“MDM”) solutions within Organization; (iii) the acquisition and distribution of Volume Content for Authorized Users and/or Authorized Devices; (iv) the creation, distribution, and management of Managed Apple Accounts for Your Authorized Users; (v) the transmission, storage, and maintenance of data by Apple on behalf of Organization in connection with the Managed Services; (vi) access to Apple facilitation tools, such as iCloud storage, employee directory and email; (vii) access to subscriptions for related services, such as additional iCloud storage and AppleCare+ for Business, by Your Authorized Users; and (viii) the enablement of additional features and functionality of the Managed Services for Your Authorized Users (collectively, the “**Managed Services**”).

1. DEFINITIONS.

Capitalized terms defined both in the Agreement and these Additional Terms for Managed Services shall have the meaning set forth herein and control with respect to these Additional Terms for Managed Services:

“**Administrators**” means employees, Contract Employees, or Service Providers of Organization who have been added to Apple Business Services for purposes of account management (e.g., administering servers, uploading MDM provisioning settings, adding devices to Your account, purchasing subscriptions and Volume Content, and performing other related services).

“**Apple**” means the following: (a) **Apple Inc.**, located at One Apple Park Way, Cupertino, California 95014 U.S.A, for Organizations domiciled in the United States, including Puerto Rico; (b) **Apple Canada Inc.**, located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada, for Organizations domiciled in Canada or its territories and possessions; (c) **Apple Services LATAM LLC**, located at 2811 Ponce de Leon Boulevard, Floor 12, Coral Gables, Florida, for Organizations domiciled in Mexico, Central or South America, or any Caribbean country or territory (excluding Puerto Rico); (d) **iTunes K.K.**, located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Japan, for Organizations domiciled in Japan; (e) **Apple Pty Limited**, located at 20 Martin Place, Sydney NSW 2000, Australia, for Organizations domiciled in Australia and New Zealand, in any of their territories, and affiliated jurisdictions; (f) **Apple Services Pte. Ltd.**, located at 7 Ang Mo Kio Street 64, Singapore 569086 for Organizations domiciled in South Korea; and (g) **Apple Distribution International Ltd.**, located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for Organizations domiciled in all other countries or territories not specified above in which the Managed Services are offered.

“**Apple Services**” means the App Store, Apple Books, Apple Online Store, AppleCare, iCloud, and other Apple services as available to Your Authorized Users under the Agreement.

“**Apple Software**” means the iOS, iPadOS, macOS, tvOS, visionOS, and watchOS operating system software, or any successor versions thereof.

“**Authorized Devices**” means Apple-branded devices that are owned or controlled by You, have been designated for use by Authorized Users or Permitted Users only, and that are eligible for use in the Managed Services. For the avoidance of doubt, devices that are personally-owned by an individual (e.g., “BYOD” devices) are not permitted to be enrolled in supervised device management (e.g., configured with Device Enrollment Settings) as part of the Managed Services, unless otherwise agreed by Apple in writing, and not all devices are eligible to be added to the Managed Services.

“Authorized Users” means employees, Contract Employees, and Service Providers of (i) the Organization and/or (ii) the Organization’s directly or indirectly wholly-owned subsidiaries, if applicable. If You are a hospital, the term “Authorized Users” also includes credentialed physicians, referring physicians and clinicians). For clarity: (i) Representatives who are not employees, Contract Employees and Service Providers as set forth in this definition are not considered Authorized Users; and (ii) You may request, and Apple may approve, in its sole discretion, other similar users to be included as “Authorized Users”; however, no other parties shall be included in this definition without Apple’s prior written consent. You represent and warrant that all Authorized Users are of legal age of majority in Your jurisdiction.

“Contract Employees” means individuals who perform work or provide services on behalf of an entity on a non-piece-rate basis and who have internal use access to the entity’s private information technology systems (e.g., VPN) and/or secured physical premises (e.g., badge access to corporate facilities).

“Device Enrollment Settings” means settings for an Apple-branded device that can be configured and managed as part of the Managed Services, including but not limited to the initial enrollment flow for a device, and settings to supervise a device, make configuration mandatory, or lock an MDM profile.

“End User License Agreement” or **“EULA”** means the software license agreement terms and conditions for the Apple Software.

“Managed Apple Account(s)” means a user account (including but not limited to storage, calendar, notes, and contacts) that You create and deploy through the use of the Managed Services.

“MDM Server(s)” means computers owned or controlled by You (or a Service Provider acting on Your behalf) that have been designated to communicate with the Managed Services.

“Permitted Entity(ies)” means: (a) if You are a vehicle manufacturer, Your authorized vehicle dealerships and certified service partners; (b) if You are a hotel holding company, hotel properties operating under Your name, trademark or brand (or a name, trademark or brand it owns or controls); or (c) if You deploy an app on Authorized Devices in Restricted App Mode (e.g., a point-of-sale provider who deploys its app-based payment system on iPads), Your customers who are using such app in Restricted App Mode on the Authorized Device. Further, any such app must be developed and distributed in accordance with the terms of the Apple Developer Program License Agreement (e.g., distribution of a Custom App). For clarity, You may request, and Apple may approve, other entities similar to those identified in subsections (a) and (b) above; however, no other entity shall be included in this definition without Apple’s prior written consent.

“Permitted Users” means employees and Contract Employees of Your Permitted Entity.

“Personal Data” means data that can be reasonably used to identify an individual that is under the control of the Organization under the Agreement.

“Restricted App Mode” means when an Apple-branded device is supervised and configured through the Managed Services such that (a) the device automatically launches and is locked into a single application upon activation and no other operating system functionality can be accessed; or (b) the device cannot be personalized by an end-user (e.g. the device settings prohibit the Mail app from configuration with personal credentials, Volume Content cannot be acquired from the App Store with a personal Apple Account, etc.).

“Service Provider” means a third-party who provides a service on Your behalf in accordance with the Agreement.

“Server Token” means the combination of Your public key, Apple Account and a token provided by Apple that permits Your MDM Server(s) to be registered with the Managed Services.

“Sub-processor” means a third party that performs certain tasks on Apple’s behalf, such as processing or storing data and providing customer service, in connection with Apple’s provision of the Managed Services.

“Volume Content” means apps, books and any other material or information that may be licensed or acquired as part of the Managed Services pursuant to the Volume Content Service Addendum attached hereto.

2. USE OF MANAGED SERVICES

2.1 Generally. As a condition to using the Managed Services, Organization acknowledges and agrees that:

A. Organization is solely responsible for ensuring that its use of the Managed Services complies with all applicable laws and regulations, and is limited to the purposes and in the manner expressly permitted by this Agreement and the Documentation. This responsibility extends to, but is not limited to, all applicable laws and regulations for the storage of data when using the Managed Services;

B. Organization is not permitted to use any of the Managed Services for any unlawful, improper, inappropriate, or illegal activity;

C. Organization is permitted to use the Managed Services to manage Authorized Devices for use only by Authorized Users and Permitted Users and not for general deployment to third parties (except as otherwise expressly permitted herein), and Organization will be responsible for all use of the Authorized Devices by such users, including but not limited to obtaining consents and providing appropriate information to users about the managed features of such devices;

D. Organization will be responsible for all use of the Managed Services by its Permitted Entities (and any Permitted Users of the Permitted Entity), and any actions undertaken by its Permitted Entity shall be deemed to have been taken by Organization, and Organization (in addition to its Permitted Entity) shall be responsible to Apple for all such actions.

E. Organization will obtain all necessary rights and consents from its Authorized Users and Permitted Users to deploy its Authorized Devices as permitted hereunder;

F. Organization will have the rights to purchase and manage Volume Content as may be permitted through the Managed Services and will comply with all applicable terms for the use of Volume Content;

G. Organization will obtain all necessary rights and consents from its Authorized Users where necessary to create Managed Apple Accounts and to allow Apple to provide the Managed Services for Managed Apple Accounts (including processing of Personal Data);

F. Organization may add Administrators to the Managed Services, but only if such individuals are employees or Contract Employees of Organization or are Service Providers acting on Organization’s behalf, and Organization may add such parties only for account management purposes;

G. Organization will not resell any Authorized Devices with Device Enrollment Settings enabled and agrees to remove such devices from the Managed Services prior to reselling them or transferring them to third parties in any way; and

H. Organization is permitted to use the Managed Services only for its own (and its Permitted Entity's) internal business operations and information technology purposes and is not permitted to provide a device or service to third parties (other than to a Permitted Entity that is covered under subsection (c) of the "Permitted Entity" definition) that integrates with or leverages services or information provided by the Managed Services or uses the Managed Services in any way, or as otherwise agreed by Apple in writing.

2.2 No Other Permitted Uses. Organization agrees not to exploit the Managed Services in any way unauthorized by the Agreement, including, but not limited to, by trespass, burdening network capacity, or uploading malicious code. Any attempt to do so is a violation of the rights of Apple and its licensors. Organization may not license, sell, share, rent, lease, assign, distribute, host, permit timesharing or service bureau use, or otherwise make the Managed Services (or any components thereof) available to any third-party, except as expressly permitted in the Agreement. Organization agrees not to use the Managed Services to upload, download, post, email, transmit, store or otherwise make available: (i) any content that is unlawful, harassing, threatening, harmful, defamatory, obscene, invasive of another's privacy, hateful, racially or ethnically offensive or otherwise objectionable; (ii) any content that infringes any copyright or other intellectual property, or violates any trade secret, or contractual or other proprietary right; (iii) any unsolicited or unauthorized email message, advertising, promotional materials, junk mail, spam, or chain letters; and/or (iv) any content that contains viruses or any computer code, files or programs designed to harm, interfere with or limit the normal operation of the Managed Services or any other computer software or hardware. Organization further agrees that it will not use the Managed Services to stalk, harass, mislead, abuse, threaten or harm or pretend to be anyone other than the entity that has enrolled, and Apple reserves the right to reject or block any accounts that could be reasonably deemed or suspected to be an impersonation or misrepresentation of another entity or person's name or identity. Organization will not interfere with the Managed Services, or with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Managed Services or by the Apple Software or any other related Apple software or technology, or enable others to do so. All rights not expressly granted in the Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise.

2.3 Server Token Usage. Organization agrees to use the Server Token only for purposes of enrolling Organization's MDM Server into the Managed Services and uploading Device Enrollment Settings that will be sent to Authorized Devices when they are initially activated by Authorized Users and Permitted Users. Organization agrees not to provide or transfer its Server Token to any other entity or share it with any other entity, excluding its Service Provider. Organization agrees to take appropriate measures to safeguard the security and privacy of such Server Token and to revoke it if it has been compromised or Organization has reason to believe it has been compromised. Apple reserves the right to revoke or disable Server Tokens at any time in its sole discretion if Apple has reason to believe that (i) the security and privacy of a Server Token has been compromised or (ii) a breach of this Agreement has occurred. Further, Organization understands and agrees that regenerating the Server Token will affect Organization's ability to use the Managed Services until a new Server Token has been added to the MDM Server.

2.4 Managed Apple Accounts. You may create Managed Apple Accounts for Your Authorized Users, to access and use as part of the Managed Services in accordance with the Agreement. Subject to availability in the country or region in which You are domiciled, You are responsible for deciding which features and functionality of the Managed Services to enable for Your Authorized Users and for the creation, use, and management of Managed Apple Accounts.

To create a Managed Apple Account for use by an Authorized User, the following information, which may include Personal Data, is needed: name, proposed role, password, email address (for contact purposes), and phone number. In order to protect the security of Authorized Users' accounts and preserve Your ability to easily reset Your Authorized Users' passwords online, You should keep this information confidential. You agree to deploy Managed Apple Accounts only for Your own internal business or information

technology purposes and only to Your Authorized Users. You agree not to share, sell, resell, rent, lease, lend, or otherwise provide access to Managed Apple Accounts to anyone other than Your Authorized Users. You may disable, suspend, or delete Managed Apple Accounts from Your account (e.g., if an Authorized User leaves Organization). Apple reserves the right to limit the number of Managed Apple Accounts that may be created for Your Authorized Users and the number of Authorized Devices associated with an account. Additional information, including Personal Data, may be needed for certain features and functionality of the Managed Services You enable for Your Authorized Users, such as a directory.

If You make available other Apple Services for Your Authorized Users to sign into, or allow Your Administrators or Authorized Users to register Your Organization for other Apple Services, You agree to allow the Apple Services to access and display information about Your Organization and Personal Data associated with Your Administrator's or Authorized User's Managed Apple Accounts for registration and contact purposes. You also agree to allow the Apple Services to store data in the accounts associated with those Authorized User's Managed Apple Accounts, and for Apple to collect, store and process such data in association with Your and/or Your Authorized User's use of the Apple Service in accordance with applicable laws. If You are domiciled in mainland China, You understand relevant iCloud functionalities to support the use of the Apple Service are provided by AIPO Cloud (Guizhou) Technology Co. Ltd. (GCBD), and Your use of such functionalities is subject to iCloud operated by GCBD Terms and Conditions (<https://www.apple.com/legal/internet-services/icloud/en/gcbd-terms.html>), as applicable. You are responsible for ensuring that You and Your Authorized Users are in compliance with all applicable laws for each Managed Apple Account based on the Apple Service You allow Your Authorized Users to access. If Your Administrators, managers or staff access certain Apple Services, Apple may communicate with Your Authorized Users about their use of the Apple Service.

2.5 Permitted Entities and Permitted Users. Subject to the terms of the Agreement, Permitted Entities and Permitted Users may access the Managed Services under Your account, excluding the use and deployment of Managed Apple Accounts (unless otherwise separately approved in advance and in writing by Apple). You shall be responsible for compliance with the terms of the Agreement by the Permitted Entities and Permitted Users and shall be directly liable to Apple for any breach of the Agreement by Your Permitted Entities and Permitted Users. If You (or Service Provider acting on Your behalf) add Apple-branded devices to the Managed Services that are owned by a Permitted Entity, You represent and warrant to Apple that the Permitted Entity has authorized You to add such devices, that You have control of such devices, and that You have the authority to accept EULAs on behalf of the Permitted Entity (and its Permitted Users, if applicable). Apple reserves the right to: set limitations on the Managed Services features or functionality that Organization may allow its Permitted Entity (or Permitted Users) to access or use, and to require You to remove any Permitted Entities or Permitted Users from Your account at any time, in its sole discretion.

2.6 Third-Party Service Provider. You are permitted to use a Service Provider only if the Service Provider's access to and use of the Managed Services on Apple Business is done on Your behalf and in accordance with the Agreement, and is subject to a binding written agreement between You and the Service Provider with terms at least as restrictive and protective of Apple as those set forth in the Agreement. Any actions undertaken by any such Service Provider in relation to the Managed Services and/or arising out of the Agreement shall be deemed to have been taken by You, and You (in addition to the Service Provider) shall be responsible to Apple for all such actions (or any inactions). In the event that any actions or inactions by the Service Provider could constitute a violation of the Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Service Provider.

2.7 Apple Software End User License Agreements. As part of the Managed Services, Organization may elect to have its Authorized Users and Permitted Users accept the terms and conditions for the Apple Software outside of the normal initial activation process on a device. Organization may use this feature of the Managed Services as long as Organization agrees to the following requirements:

A. Organization's authorized representative must accept the EULAs for the Apple Software on the Apple Business web portal prior to deploying Authorized Devices running such Apple Software to Authorized Users and Permitted Users;

B. If the EULAs for the Apple Software have changed, Organization agrees to have its authorized representative return to the Apple Business web portal and accept such EULAs promptly upon notice from Apple in order to continue using the Managed Services. Organization acknowledges that it will not be able to use the Managed Services, including associating additional Authorized Devices with its MDM Server, until such EULAs have been accepted;

C. Organization is responsible for ensuring that such EULAs are provided to Authorized Users and Permitted Users, and that each Authorized User and Permitted User is aware of and complies with the terms and conditions of the EULAs for the Apple Software; and

D. Organization agrees to be responsible for obtaining any required consents for Authorized Users' and Permitted Users' use of the Apple Software.

For the avoidance of doubt, nothing in the Agreement supersedes the EULAs for the Apple Software.

2.8 Purchasing Volume Content. The ability to purchase, license, and distribute apps and books via the Volume Content Service within Apple Business is strictly limited to Organizations domiciled in, or with verifiable operations within the countries or regions where the Volume Content Service is currently available. The list of such available countries and regions can be viewed at <https://support.apple.com/102867>. Use of the Volume Content Service outside of the available countries or misrepresenting Your country or region of domicile to access the Volume Content Service is strictly prohibited.

The Volume Content Service is not enabled by default and is activated solely at the discretion of the Organization. You may choose to enable Your Administrators to access Volume Content by granting them purchasing authority and allowing them to access the Volume Content on the Managed Services. Purchases You choose to transact through the Volume Content Service are subject to the Volume Content Service Addendum attached hereto and the restrictions of the Agreement.

3. ADDITIONAL OBLIGATIONS

Organization represents and warrants that:

A. Organization will monitor and be responsible for its Representatives, Administrators', Service Providers', Authorized Users', Permitted Users', and Permitted Entities' use of the Managed Services and their compliance with the terms of the Agreement;

B. Organization will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by Organization, its Representatives, Administrators, Service Providers, Authorized Users, Permitted Users, Permitted Entities, and Authorized Devices, in connection with the Managed Services;

C. Organization is solely liable and responsible for ensuring compliance with all privacy and data protection laws (e.g., Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing directive 95/46/EC ("GDPR")) regarding the use of the Managed Services and use or collection of data, including Personal Data, and information through the Managed Services;

D. Organization is responsible for its activity related to Personal Data (e.g., safeguarding, monitoring, and limiting access to Personal Data, preventing and addressing inappropriate activity, etc.); and

E. Organization will comply with the terms of and fulfill Organization's obligations under the Agreement.

4. DATA PROCESSING; PRIVACY AND SECURITY

4.1 Personal Data Usage and Disclosure. Apple, acting as a data processor on Your behalf with respect to the Managed Services, may receive or have access to Personal Data, if provided by You or on Your behalf. By entering into the Agreement, You instruct Apple to process and use this Personal Data to provide and maintain the Managed Services in accordance with applicable law. Your instructions given through the use of the Managed Services (e.g., instructions given through the Managed Services), and any other written instructions given by You that are accepted and acknowledged in writing by Apple, and Apple shall only process the Personal Data on such documented instructions, unless required to do so by law, in such case, Apple shall inform You of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. Additionally, Apple may process Personal Data to facilitate the provision of software updates, product support, and other features related to the Services; for security and account management purposes; and to verify compliance with the terms of this Agreement.

4.2 Data Incidents. If Apple becomes aware that Personal Data has been altered, deleted, or lost as a result of any unauthorized access to the Managed Services (a "**Data Incident**"), Apple will notify Organization without undue delay if required by law, and Apple will take reasonable steps to minimize harm and secure the data. Notification of, or response to, a Data Incident by Apple will not be construed as an acknowledgment by Apple of any responsibility or liability with respect to a Data Incident. Organization is responsible for complying with applicable incident notification laws and fulfilling any third-party obligations related to Data Incident(s). Apple will not access the contents of Personal Data in order to identify information subject to any specific legal requirements.

4.3 Security Procedures; Compliance. Apple shall use industry-standard measures to safeguard Personal Data during the transfer, processing, and storage of Personal Data as part of the Managed Services. As part of these measures, Apple will use commercially reasonable efforts to encrypt Personal Data at rest and in transit; ensure the ongoing confidentiality, integrity, availability and resilience of the Managed Services; in the event of an issue, restore the availability of Personal Data in a timely manner; and regularly test, assess, and evaluate the effectiveness of such measures. Apple will take appropriate steps to ensure compliance with security procedures by its employees, contractors and Sub-processors, and Apple shall ensure that any persons authorized to process such Personal Data comply with applicable laws regarding the confidentiality and security of Personal Data with regards to the Managed Services. Encrypted Personal Data may be stored at Apple's geographic discretion. To the extent Apple is acting as a data processor, Apple will assist You with ensuring Your compliance, if applicable, with the following: (a) Article 28 of the GDPR or other equivalent obligations under law (by making available all necessary information; by allowing for and contributing to audits (provided, that Apple Inc.'s ISO 27001 and ISO 27018 certifications shall be considered sufficient for such required audit purposes) and by informing You, as required by applicable law, if, in Apple's opinion, any of Your instructions infringes the GDPR or other European Union or European Union Member State data protection provisions); (b) Article 32 of the GDPR or other equivalent obligations under law (including implementing the security procedures set forth in this Section 4.3 and by maintaining the ISO 27001 and ISO 27018 Certifications); (c) Articles 33 and 34 of the GDPR or other equivalent obligations under law (by assisting You with providing required notice of a Data Incident to a supervisory authority or data subjects); (d) Articles 35 and 36 of the GDPR or other equivalent obligations under law requiring Organization to conduct data protection impact assessments or to consult with a supervisory authority prior to processing; (e) an investigation by a data protection regulator or similar authority regarding Personal Data; and (f) Your obligation to respond to request for exercising data subject's rights under the GDPR or other equivalent obligations under law, taking into account the nature

of the processing by appropriate technical and organizational measures, insofar as this is possible. If Your country or region of domicile is within the European Union, the following additional terms related to Regulation (EU) 2023/2854 apply: <https://support.apple.com/guide/deployment/depe03a2705f>. Apple shall inform You if, in its opinion, it can no longer meet its obligation under the California Consumer Privacy Act (CCPA) or other applicable data protection laws and regulations.

4.4 Sub-Processors. Apple may provide Personal Data to Sub-processors who provide services to Apple in connection with the Managed Services. You authorize Apple to use all the Apple entities set forth in the definition of “Apple” as Sub-processors and to use any other Sub-processors; provided such Sub-processors are contractually bound by data protection obligations at least as protective as those in the Agreement. If a Sub-processor fails to fulfil its data protection obligations, Apple shall remain liable to You for the performance of that Sub-processor’s obligations to the extent required by applicable law. You may request a current list of the Sub-Processors under the Agreement by sending an email to dpo@apple.com.

4.5 Data Access and Transfer; Termination; Organization as Processor. If required by law and upon request, Apple will ensure appropriate safeguards for international data transfers, as set forth in applicable law are put into place. Such safeguards may include the Model Contract Clauses as executed by Apple, or other data transfer agreements, which You agree to enter into if required by Your jurisdiction, as executed by Apple at <https://www.apple.com/legal/platform-services/datatransfer/>. Apple’s international transfer of Personal Data collected in participating Asia-Pacific Economic Cooperation (APEC) countries abides by the APEC Cross-Border Privacy Rules (CBPR) System (<http://cbprs.org/>) and Privacy Recognition for Processors (PRP) System (<http://cbprs.org/>) for the transfer of Personal Data. In case of questions or unresolved concerns about our APEC CBPR or PRP certifications, our third-party dispute resolution provider (<https://feedback-form.truste.com/watchdog/request>) can be contacted. Apple is not responsible for data You store or transfer outside of Apple’s system. Upon termination of the Agreement for any reason, Apple shall securely destroy Personal Data stored by Apple in connection with Your use of the Managed Services within a reasonable period of time, except to prevent fraud or as otherwise required by law. To the extent that Organization enters into the Agreement as a data processor for a Permitted Entity, Organization represents and warrants that Organization is entering into the Agreement on behalf of itself, and, to the limited extent set forth herein, such Permitted Entity. Organization represents that it has the applicable consents from such Permitted Entity to enter into the Agreement and to engage Apple as a sub-processor on such entity’s behalf, and is responsible to Apple for any claims from such Permitted Entities with respect thereto. Apple shall not disclose any Personal Data in such a manner as to constitute a “sale” or “sharing” (as those terms are defined in the CCPA or any similar concept in other data protection laws) of Personal Data nor shall Apple engage in any processing activity in connection with the Agreement that would constitute a “sale” or “sharing” of Personal Data.

4.6 Access to Third-Party Products and Services. If You choose to access, use, download, install, or enable third-party products or services that operate with the Managed Service but are not a part of the Managed Service, then such products or services may be allowed to access Personal Data as required for the use of those additional services. Certain of those third-party products or services may also provide access to Personal Data to Apple, such as if You allow Your Authorized Users to sign into Apple Business through federated identity providers. You are not required to use such additional products or services in relation to the Managed Services, and Your Administrator may restrict the use of such additional products or services in accordance with the Agreement. Prior to accessing, using, downloading, installing, or enabling third-party products or services for use with a Managed Apple Account, You should review the terms, policies and practices of the third-party products and services to understand what data they may collect from Your Authorized Users, how the data may be used, shared and stored, and, if applicable, whether such practices are consistent with any consents You have obtained.

4.7 Other. To the extent permitted under applicable laws, Apple may disclose Personal Data about You if Apple determines that disclosure is reasonably necessary to enforce Apple’s terms and conditions or protect Apple’s operations or users. Additionally, in the event of a reorganization, merger, or sale, Apple

may transfer any and all Personal Data You provide to the relevant party. THIS DISCLOSURE DOES NOT APPLY TO THE DATA COLLECTION PRACTICES OF ANY CONTENT (INCLUDING THIRD-PARTY APPS). PRIOR TO PURCHASE OR DOWNLOAD OF CONTENT AS PART OF THE APPLE BUSINESS SERVICES, YOU SHOULD REVIEW THE TERMS, POLICIES, AND PRACTICES OF SUCH CONTENT. In the event Apple receives a third-party request for Personal Data ("Third-Party Request"), Apple will notify You, to the extent permitted by law, of its receipt of the Third-Party Request, and notify the requester to address such Third-Party Request to You. Unless otherwise required by law or the Third-Party Request, You will be responsible for responding to the Request.

In addition, Apple and its affiliates and agents may collect and process aggregated statistical diagnostic, technical, usage and related information in a way that does not personally identify Your Authorized Users in order to provide and improve Apple's devices and services, including the Managed Services, for internal purposes such as auditing, data analysis, and research to improve Apple's devices, services, and customer communications, to facilitate the provision of software or software updates, device support and other services to You (if any) related to the Managed Services or any such software, for security and account management purposes, and to verify compliance with the terms of this Agreement. Apple may share data collected pursuant to this Section 4.7 with an Apple authorized reseller to the extent necessary to provide and improve the Managed Services. Data collected pursuant to this Section will be treated in accordance with Apple's Privacy Policy, which can be viewed at: <http://www.apple.com/legal/privacy>.

5. ADDITIONAL COMPLIANCE OBLIGATIONS

You may not use, export, re-export, import, sell or transfer the Managed Services or Apple Software, or any part thereof, except as authorized by United States law, the laws of the jurisdiction in which You obtained the Managed Services or Apple Software, and/or any other applicable laws and regulations. In particular, but without limitation, the Managed Services and the Apple Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List or any other restricted party lists. By using the Managed Services or Apple Software, You represent and warrant that You are not domiciled in any such country or on any such list. You also agree that You will not use the Managed Services or Apple Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons.

You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions where the Managed Services are available, (b) doing business in any of the US embargoed countries or regions, and (c) a military end user as defined and scoped in 15 C.F.R § 744. As used in this Section 5, "control" means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

6. DEVICE MANAGEMENT FUNCTIONALITY

Apple may make available functionality that allows an Organization to configure, manage, and enforce administrative settings on eligible Apple-branded devices (the "**Device Management Functionality**"). Device Management Functionality is not enabled by default and is activated solely at the discretion of the Organization. Availability, performance, and features of the Device Management Functionality may vary by region, device, operating system, or configuration and may be modified, limited, or discontinued at any time as part of the Managed Services. Organization remains solely responsible for its use of the Device Management Functionality, including compliance with applicable laws, management of Authorized Devices and Authorized Users, and the security, configuration, and operation of devices enrolled through the Managed Services.

7. ORGANIZATION-PROVIDED PACKAGES

The Managed Services may provide Your Administrator with the ability to provide links to Organization-provided packages, including apps, icons, fonts, and system updates (each, a **“Package”**) for Authorized Users and Permitted Users to download. As a condition to doing so, You represent and warrant that: (a) Organization is solely responsible for any Package that Organization provides a link to through the Managed Services, including the payment of any fees associated with the use of any such Package; (b) Organization has all necessary rights, licenses, consents, and permissions for Organization to provide links to Packages for Authorized Users and Permitted Users, and to use the Managed Services to facilitate such provision (including the presentment of the link, name, and icon, for such Packages to Authorized Users and Permitted Users and following Organization’s instructions for installing Packages once downloaded); (c) no Package, including any part thereof, or its use by Authorized Users or Permitted Users violates or infringes any Apple or third-party rights, including intellectual property rights, any laws, or any applicable Apple or third-party agreements or privacy policies; (d) a Package may be subject to separate terms between You and a third party. Organization is responsible for ensuring Organization’s compliance with such terms and for ensuring that each Authorized User and Permitted User is aware of and complies with all applicable Apple and third-party agreements; (e) Organization will not use the Managed Services to breach or violate any terms between Organization and any third party; and (f) Organization may not use the Managed Services to transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of any third-party rights. This functionality is available only to Organizations domiciled in the United States and is not available in any other country or region. If Apple reasonably believes that a Package may violate applicable law or third-party rights or the Agreement, Apple may remove the link to such Package from Organization’s account.

8. SUBSCRIPTION OFFERINGS

Subscriptions for additional iCloud storage for Your Managed Apple Accounts (**“iCloud Storage Subscription”**) and AppleCare+ for Business (**“AppleCare+ for Business Subscription”**) are available only to Organizations domiciled in the United States and are not available in any other country or region. You may enable Your Administrators to acquire one or more subscriptions by granting them purchasing authority and permitting them to access the iCloud Storage Subscription (subject to the iCloud Terms and Conditions and the Agreement) or the AppleCare+ for Business Subscription (subject to the AppleCare+ for Business Terms and Conditions and the Agreement).

Your AppleCare+ for Business Subscription enables You to purchase AppleCare+ for Business user subscriptions for org-owned devices and BYOD Devices and device subscriptions for org-owned devices. Such subscriptions provide hardware services and technical support services for Apple TV, iPad, iPhone, iPod, Mac or other devices authorized in writing by Apple and the bundled accessories contained in the original packaging with such devices, separate terms, conditions, and restrictions apply. Subject to the iCloud Terms and Conditions and the AppleCare+ for Business Terms and Conditions, as applicable, Your subscriptions on Apple Business will continue, and be billed on a monthly basis, until cancelled. You can change or cancel Your subscription at any time in the Apple Business portal. Your monthly bill will be based on the prior month’s usage and will include any applicable taxes. To learn more about changing or canceling Your subscription, visit <https://support.apple.com/guide/business/axma756c6228>. To learn more about how usage charges are calculated, visit <https://support.apple.com/guide/business/axmb4509c4c3>. If Organization is tax-exempt, You can adjust your tax status in Enrollment Information. You are responsible for the timely payment of all charges and for providing Apple with a valid payment method for payment of all charges. You agree that Apple may store and charge the payment method you provide for all charges, including applicable taxes.

In accordance with local law, Apple may automatically update Your payment information regarding Your payment method if provided such information by the payment networks or Your financial institutions. If Apple 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 Your payments are past due, Apple reserves the right to limit Your ability to add additional subscription plans or to terminate any of Your

existing subscription plans. Neither termination of the Agreement, nor changing or canceling Your subscriptions, oblige Apple to refund You any charges paid.

If You are purchasing directly from Apple, You may add an AppleCare+ Business Subscription as long as you do not exceed the limit described in <https://support.apple.com/guide/business/axme884379fa>. This Section applies when You purchase an AppleCare+ for Business Subscription directly from Apple; billing and other subscription terms related to purchase of an AppleCare+ for Business Subscription from an Apple authorized reseller will be in Your agreement with such reseller.

9. EFFECT OF TERMINATION

Section 1, the second sentence of Section 2.5, the second sentence of Section 2.6, and Sections 4 through 10 of these Additional Terms for Managed Services will survive expiration or termination of the Agreement. Termination or expiration will not relieve You or Apple of any liability arising from any breach of the Agreement. Neither Party will be liable to the other for damages of any sort solely as a result of terminating the Agreement in accordance with its terms, and termination of the Agreement will be without prejudice to any other right or remedy of either Party.

10. ADDITIONAL LIABILITY DISCLAIMER

APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE MANAGED SERVICES, OR ANY CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR AUTHORIZED END USERS.

Volume Content Service Addendum to Additional Terms for Managed Services

The following terms are supplemental to the Additional Terms for Managed Services and apply to Your use of the Volume Content Service.

Note: The Volume Content Service is strictly limited to Organizations domiciled in, or with verifiable operations within, the countries or regions where the Volume Content Service is currently available. The list of such available countries or regions can be viewed at <https://support.apple.com/102867>. If Your Organization does not meet this geographic requirement, You are not authorized to use the Volume Content Service, and these specific terms related to the Volume Content Service do not apply to Your Organization.

1. USE OF THE VOLUME CONTENT SERVICE

A. You may use the Volume Content Service to license or purchase (a) apps and other content available to Your Organization on the App Store (“**App Store Content**”) in bulk solely for distribution to, and use by Your Authorized Users, in accordance with the Apple Media Services Terms and Conditions, or (b) Apple Books, digital books, audiobooks and other content available to Your Organization on Apple Books (“**Apple Books Content**”) in bulk, solely for distribution to, and use by Your Authorized Users, as applicable (collectively, the “**Volume Content Service**”). Such App Store Content licensed or acquired by You hereunder shall constitute “**App Store Volume Content**,” and such Apple Books Content licensed or acquired by You hereunder shall constitute “**Apple Books Volume Content**.” App Store Volume Content and Apple Books Volume Content are collectively included within the definition of 'Volume Content' as set forth in Section 1 of the Additional Terms for Managed Services.

B. You agree that Organization’s use of the Volume Content Service and the Volume Content will be subject to the Apple Business Terms of Service (including, for sake of clarity, these Additional Terms for Managed Services and this Volume Content Service Addendum), 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 Apple Business Terms of Service shall control over the Apple Media Services Terms and Conditions.

C. You agree that You will only use an administrator account with appropriate privileges to purchase, manage and distribute Volume Content from the Volume Content Service.

2. APP STORE CONTENT SALES

A. The Volume Content Service is available to You only in the country or region where Your Organization is domiciled (the “**Territory**”).

B. Content Codes for App Store Content may only be distributed to, and redeemed by, your Authorized Users in the Territory. However, App Store Volume Content may be assigned via Managed Distribution (as defined below) to your Authorized Users in any country where such App Store Volume Content is commercially available, subject to change at any time.

C. Your use of the Volume Content Service for the purchase of App Store 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.

3. PAYMENTS, TAXES AND REFUND POLICY

A. You agree that Organization will pay for all Volume Content purchased through Organization's account, that You or any other purchaser on Organization's account are authorized to make such purchases on behalf of Organization, and that Apple may store and charge Your payment method for any Volume 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, or as updated in accordance with the Terms.

B. You agree to provide and maintain accurate and complete billing and payment information for Your Organization, as requested to complete purchases.

C. Your total price will include the price of the Volume Content plus any applicable transaction taxes (sales tax, value added tax, good and services tax or similar) based on the bill-to address and the transaction 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 Volume Content to Authorized Users in territories other than the Territory in which Your Organization is domiciled.

D. 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.

E. 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.

F. All Volume Content sales are final. The foregoing notwithstanding, if Volume 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 App Store Content via Managed Distribution (as defined below). If technical problems prevent or unreasonably delay delivery of Your Volume Content, Your exclusive and sole remedy is either reissuance of Volume Content licenses or refund of the price paid, as determined by Apple.

G. If Your Organization is domiciled in Taiwan, You are required to provide Your Unified Business Number to Apple upon request.

H. If Your Organization is domiciled in the Philippines, You represent that You are either (i) a government agency (inclusive of public schools) or (ii) engaged in business (inclusive of private schools). If Your Organization is engaged in business, You are required to provide Your Philippine Taxpayer Identification Number to Apple upon request.

4. VOLUME CONTENT BALANCE

A. 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.

B. Unused balances for Volume Content purchased in Your Territory may be redeemed through the Volume Content Service only in Your Territory.

C. 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.

D. APPLE, AND ITS LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO YOUR BALANCE FOR VOLUME CONTENT, VOLUME CONTENT, CONTENT CODES, OR THE VOLUME CONTENT SERVICE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS MAY NOT APPLY TO YOU.

5. AUDIT RIGHTS

A. 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 (including, for clarity, the provisions hereof), 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 made an ineligible purchase at the time You placed Your order or that You have not observed all of the conditions applicable to Your purchase, Apple may:

i. Disable Your Managed Apple Account;

ii. If You placed Your order by credit card, charge to Your credit card the difference between the amount You paid for the delivered goods via the Volume Content Service and the price that Apple charged the general public for the same goods (subject to 5(b) below), in effect on the date that You placed Your order; and

iii. If You paid by a means other than credit card, (a) invoice You for the difference between the amount that You paid for the delivered goods via the Volume Content Service and the price that Apple charged the general public for the same goods (subject to Section 5(B) below), 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 accordance with Section 5 of the Additional Terms for Managed Services, with the prevailing party entitled to attorneys' fees.

B. Should Apple not offer the specific products that You purchased via 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 via the Volume Content Service and the price that Apple charged the general public for the closest equivalent goods, in effect on the date that You placed Your order.

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

6. VOLUME CONTENT AVAILABILITY

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

7. METHODS OF CONTENT DISTRIBUTION

A. Volume Content may be distributed to Your Authorized User (in each case, subject to, and as further specified in, Sections 8 and 9 below):

i. via distribution of alphanumeric codes generated by Apple ("**Content Codes**") which are redeemable in the App Store for specific App Store Content, or in Apple Books for specific Apple Books Content;

ii. via assignment of Volume Content to a specific Apple Account or Managed Apple Account associated with Your Authorized Users ("**User Assignment**")

iii. for App Store Volume Content only, via assignment directly to a unique iOS, watchOS, iPadOS, macOS, tvOS, or visionOS device owned or controlled by You or Your Authorized User ("**Device Assignment**"; and each of User Assignment and Device Assignment, a "**Managed Distribution**"), 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 Users relating to any App Store Volume Content;

B. 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 Authorized Users. 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.

8. CONTENT CODE DISTRIBUTION

A. 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 Volume Content purchased; or (ii) in Apple Books for specific Apple Books Volume 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 Users and shall not expire, subject to availability. You and/or Your Authorized Users may redeem the Content Code only in accordance with the Terms. Each Content Code for App Store Volume Content must be redeemed to an Apple Account owned and controlled by Your Organization or by one of Your Authorized Users. Each Content Code for Apple Books Volume Content must be redeemed to an Apple Account owned or controlled by the Authorized User. YOU UNDERSTAND AND AGREE THAT THE OWNER OF THE REDEEMING APPLE ACCOUNT WILL BECOME (i) FOR APP STORE VOLUME CONTENT, THE LICENSEE OF THAT COPY OF THE CONTENT; AND (ii) FOR APPLE BOOKS VOLUME CONTENT, THE OWNER OF THAT COPY OF THE CONTENT, AND SHALL BE ENTITLED TO ALL ASSOCIATED RIGHTS. SUCH LICENSES OR CONTENT ARE NON-TRANSFERABLE.

B. You may distribute the Content Codes only to Your Authorized Users and You agree to make the following Authorized 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): <https://www.apple.com/legal/internet-services/itunes/giftcards/ww/>.

9. MANAGED DISTRIBUTION (USER ASSIGNMENT AND DEVICE ASSIGNMENT)

Upon completion of Your purchase of Volume Content, You will be entitled to assign to Your Authorized User: (i) specific Apple Books Volume Content that You have purchased, in the quantity selected, via User Assignment; or (ii) specific App Store Volume Content that You have purchased, in the quantity selected, either via User Assignment or Device Assignment; provided, that Your Authorized Users must have (i) a valid Apple Account or Managed Apple Account (subject to acceptance of the Terms), and compatible hardware, software and Internet access; and (ii)

accepted Your invitation, issued via an MDM solution, to associate their Apple Account or device (if applicable) with Your Organization. This entitlement will not expire, subject to availability of the specific products.

10. ADDITIONAL RESTRICTIONS; ACKNOWLEDGMENTS

A. 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 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.

B. You may not export 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 Authorized Users outside of the Territory solely to the extent permitted by these Terms.

C. You may not use the Apple Books Volume 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.

D. You will retain ownership of App Store Volume Content regardless of whether it has been assigned to an Authorized User's Apple Account, Managed Apple Account or a specific device ID. You may revoke the assignment and re-assign the App Store Volume Content to another Authorized 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 Volume Content.

E. You acknowledge that 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.

F. By using the Volume Content Service, You agree that you are acquiring Volume Content for use by You and your Authorized Users on Your behalf.

11. ADDITIONAL LIABILITY DISCLAIMER

APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE VOLUME CONTENT SERVICES OR THE VOLUME CONTENT, OR ANY CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR AUTHORIZED END USERS.