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Apple Business 服務條款

除本文或以引用方式納入本文或本協議的增補、附錄、附錄或附表另有規定外，若您居住的國家或地區位於北美洲、中美洲、南美洲或加勒比海地區 (下稱「**美洲**」)，則「**Apple**」應指地址位於 One Apple Park Way, Cupertino, California 95014 的 Apple Inc.；若您居住的國家或地區位於歐洲、中東、非洲或印度 (「**EMEIA**」)，則應指地址位於 Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland 的 Apple Distribution International Ltd. (「**ADI**」)；若您居住的國家或地區不在美洲或 EMEIA 地區 (「**亞太地區**」)，則應指地址位於 7 Ang Mo Kio Street 64, Singapore, 569086 的 Apple South Asia Pte. Ltd.。

「**組織**」及「**您**」係指任何同意本協議，或存取或使用 Apple Business 服務的實體、獨資事業、合夥團體、公司、組織、機構，或聯邦、州或地方政府的機關、單位或部門。「**代表人**」係指代表組織存取和使用 Apple Business 服務的一名或多名個人，包括但不限於組織的員工、代理人、受讓權人、被指名者、顧問或約聘人員。Apple 與組織分稱「**當事人**」，合稱「**雙方當事人**」。

您聲明並保證，所有代表人均已達到您所在司法管轄區的法定成年年齡。您確認並同意，代表人各自及共同有權利與權限使您依法受本協議所有條款和義務的拘束，且任何代表人作出的決定或採取的行動均視為代表您作出的授權決定或行動。

您同意接受並遵守本協議；Apple 未同意您進行任何變更、增補或刪減，且 Apple 得因您未遵守本協議或其全權決定的其他理由，拒絕您存取 Apple Business 服務。

1. Apple Business 服務

本協議規範您對以下項目的存取或使用：(a) 「**Apple Business**」，即位於 business.apple.com 的網站 (或任何後續網站)；(b) 您 (及任何代表人) 於 Apple Business 上建立、關聯、存取或使用的帳號；(c) 透過 Apple Business 提供、引用或可取得的功能、整合、產品、計畫、服務、軟體或應用程式設計介面 (「**API**」)，以及相應的規格或文件 (包括但不限於 Apple Business 使用者指南及 Apple Platform Deployment，合稱「**文件**」)；或 (d) 任何透過引用本協議納入的其他功能、服務、整合、產品或計畫 (上

述 (a) 至 (d) 項合稱「**Apple Business 服務**」)。某些 Apple Business 服務(各稱為「**平台服務**」) 受其自身的條款與細則 (統稱「**平台服務條款**」) 拘束，此類條款與細則為對本協議的補充。若本協議與任何平台服務的平台服務條款之間有所牴觸，則就該平台服務而言，應以該平台服務條款為準。

Apple Business 服務可供您自訂您在 Apple 平台上的形象，並包含「**品牌服務**」，供您指示您的品牌在 Apple 生態系統中的展現方式，並個人化您在 Apple 地圖上的位置資訊。此外，Apple Business 服務中有部分服務允許組織管理其擁有、控制或管理之 Apple 裝置及帳號的部署與設定，並開放該裝置和帳號存取其他可用的 Apple 功能與服務(「**管理式服務**」)。品牌服務受附件 1 (品牌服務附加條款) 之附加條款規範。使用管理式服務受附件 2 (管理式服務附加條款) 之附加條款規範。若有所牴觸，《品牌服務附加條款》與《管理式服務附加條款》將分別適用於品牌服務與管理式服務。

2. 存取 Apple Business 服務

每位代表人均必須使用 Apple 帳號登入 Apple Business。使用管理式服務時，代表人必須以管理式 Apple 帳號登入 Apple Business，或將其現有的 Apple 帳號轉換為管理式 Apple 帳號。我們將使用與 Apple 帳號相關聯的資訊 (例如電子郵件地址和年齡) 判斷代表人是否符合在 Apple Business 上建立帳號的條件。代表人在 Apple Business 中的帳號將使用與其 Apple 帳號相關聯的姓名、電子郵件地址和電話號碼。若 Apple 帳號遭刪除，代表人將無法再使用該 Apple 帳號登入 Apple Business。

第一位登入 Apple Business 並註冊組織的代表人將在 Apple Business 上擔任「**管理者**」角色。作為管理者，代表人可管理組織及所有代表人對 Apple Business 服務的存取和使用。組織管理者可查看每位代表人的資訊，以便提供 Apple Business 服務並維護其完整性。Apple 得限制每個組織所擁有的管理者數量，並單方面變更代表人的角色。

我們得保留組織代表人使用 Apple Business 服務代表組織提交的任何資訊，用於提供及改進 Apple Business 服務及其他 Apple 產品。「**Apple 產品**」係指以 Apple 或 Apple 關係企業品牌名義發布或由 Apple 另行提供的任何技術、軟體、硬體、服務、裝置、平台或產品，包括但不限於 Apple 開發者版本、上市前版本及其他非商業軟體或硬體版本。存取及使用 Apple Business 服務時，您必須遵守文件的規定。

您同意不以 Apple Business 或 API 以外的方式存取或使用 Apple Business 服務。透過 API 存取 Apple Business 服務時需使用金鑰。為產生金鑰，管理者必須在 Apple Business 為組織新增 API 帳號(「**API 帳號**」)。您須對新增的所有 API 帳號 (及所產生的金鑰) 以及與之相關的所有活動全權負責，包括維護其機密性及安全性。您負有以下義務：(a) 除代表人外 (且僅在 Apple 於文件中或本協議明文許可的有限範圍內)，

您不得允許他人使用與組織相關的帳號或金鑰；(b) 您不得使用他人的帳號或金鑰；(c) Apple Business 服務如有任何未經授權的使用或其他安全漏洞，您應立即通知 Apple；以及 (d) 您應確保代表人的登入資訊僅由該代表人本人使用。

對於透過組織在 Apple Business 上的所有關聯帳號和金鑰所進行的所有活動，包括但不限於由代表人存取及使用 Apple Business 服務，您需負全部責任。在您與 Apple 之間，應由您對代表人的所有行為或過失承擔全部責任。對於因未經授權存取或以其他方式使用任何帳號或金鑰 (包括但不限於由代表人進行的存取或使用) 所產生的任何損失，Apple 概不負責。

3. 組織資訊

您承諾提供向 Apple 註冊 Apple Business 及使用 Apple Business 服務所需的資訊，包括但不限於名稱、實體地址、網域或 Apple 要求的其他資訊 (統稱「組織資訊」)，並確保其準確、最新、真實且完整。組織資訊將用於在註冊過程中驗證組織。若 Apple 無法驗證組織，或您未完成註冊流程 (包括但不限於未提供 Apple 要求的其他組織資訊)，Apple 得終止本協議或您對 Apple Business 的存取權限。

您確認並同意，對於透過您存取 Apple Business 及使用 Apple Business 服務而上傳、下載、發布、傳送、儲存或以其他方式提供的組織資訊，您需負全部責任。您承認並同意，及時提供、存取及協助管理完整且準確的組織資訊為 Apple 提供 Apple Business 服務的必要條件。您了解並承認，若未提供、更新及維持準確、最新、真實且完整的組織資訊，可能導致您對 Apple Business 服務的存取或使用權限隨時遭到暫停或終止。

根據《管理式服務附加條款》，組織資訊可能用於提供 Apple Business 服務、防止詐騙，以及與您溝通 Apple Business 服務相關事項，包括但不限於更新、新功能和促銷活動。您承認並同意，您使用 Apple Business 服務將使 Apple 必須透過您向 Apple 提供的電子郵件地址或其他通訊方式，對您傳送通訊。您同意，除適用法律的強制規定另有要求外，Apple 得以電子郵件或其他方式對您傳送英文通訊。您特此確認您有能力閱讀和理解英文通訊，或您有能力將英文通訊翻譯為您偏好的語言或您所屬司法管轄區要求的語言，毋須 Apple 承擔費用。

根據《管理式服務附加條款》，您承認並同意，Apple 得保留組織資訊、組織相關帳號的帳號資訊，以及您 (及每位代表人) 使用 Apple Business 服務的相關資訊，包括您居住或所在之司法管轄區法律或您所適用的法律要求的資訊，或依 Apple 的《隱私權政策》(<https://www.apple.com/legal/privacy/en-ww/> 或其後續網址) 規定的資訊，並在您停止使用 Apple Business 服務後繼續保留該資訊。「法律」係指：(1) 任何政府實體

的法規、法令、憲法、規章、命令或任何指令；(2) 任何政府實體作為簽署方的條約、協定、契約或其他協議；(3) 對上述任何項目的司法或行政解釋或適用；或 (4) 具法律效力的司法先例。「政府實體」係指：(i) 國家、州或地方政府；(ii) 其下轄董事會、委員會、部門、分部、組織、法院、機關或政治分支單位；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

您確認並同意，對於透過您存取 Apple Business 及使用 Apple Business 服務而上傳、下載、發布、傳送、儲存或以其他方式提供的品牌、標誌、資料、資訊或其他內容 (統稱「組織內容」)，您需負全部責任。您聲明、保證並承諾，您已取得必要的許可和同意，得使用、展示、執行、修改、改編、編譯、重製、複製、發布、傳輸及創造組織內容的衍生作品。「衍生作品」係指基於一個或多個既有作品創作的作品，例如修訂、增強、改進、修改、翻譯、註釋、標註、刪節、濃縮、擴充，或以任何其他形式重寫、轉化或改編既有作品。

若組織資訊同時構成組織內容，適用於組織內容的條款亦適用於該組織資訊，但若該組織資訊構成個人資料且僅為使用管理式服務而提供，則須遵守《管理式服務附加條款》。您進一步承認並同意，組織內容可能公開發布，他人得透過使用 Apple Business 服務使用該組織內容。Apple 得使用組織內容提供、改進及增強：(a) Apple Business 服務及其他 Apple 產品，以及 (b) 在 Apple 產品中搜尋、探索及回應與組織相關的終端使用者查詢。

5. 使用 Apple Business 服務

A. 系統要求。使用 Apple Business 服務需要相容硬體、網際網路或行動裝置存取權限、某些軟體，並可能需要不時更新或升級。您可能需負擔與此類系統要求相關的費用。由於 Apple Business 服務的使用涉及硬體、軟體以及網際網路或行動裝置存取權限，因此這些因素的效能可能會影響您使用 Apple Business 服務的能力。強烈建議您使用高速網際網路或行動裝置。您承認並同意，此類系統需求 (其可能會不時變更) 須由您自行負責。

B. 可用性。對於您在使用 Apple Business 服務時向 Apple 提供的組織內容及組織資訊，您有責任維護適當替代備份。您了解並承認，Apple Business 服務可能存在儲存容量、傳輸或交易限制。您達到上述限制後，即可能無法使用 Apple Business 服務，或無法存取或擷取 Apple Business 服務中的資料。

C. 更新；無支援或維護。Apple 得不經通知，隨時延長、增強、擱置、中斷或以其他方式修改根據本協議提供的 Apple Business 服務 (或其中任何部分)，且 Apple 行使此權利時，無須對您或第三方負任何責

任。Apple 無義務為 Apple Business 服務提供任何錯誤修復、更新、升級、修改、增強或新版本（「更新」）。若 Apple 提供更新，則本協議的條款適用於該更新；但該更新附帶獨立協議時，應適用該獨立協議的條款。您承認並同意，此類更新可能影響您使用、存取 Apple Business 服務或與之互動的能力，且其功能、服務或特性可能與 Apple Business 服務中的功能、服務或特性有所不同。

您承認並同意，Apple 無義務為 Apple Business 服務提供維護、技術或其他支援。您亦承認並同意，Apple 並無將來宣布或向您或任何人提供 Apple Business 服務之更新的明示或默示義務。您進一步承認，此類更新可能需要您自費變更或更新您的網站或應用程式。

D. 美國政府終端使用者。 Apple Business 服務與 Apple 產品屬於「**商用產品**」(Commercial Products)，其根據 48 C.F.R. §2.101 之定義，包含「**商用電腦軟體**」和「**商用電腦軟體說明文件**」(其定義各見 48 C.F.R. §12.212 或第 48 C.F.R. §227.7202)。您承認並同意，Apple Business 服務和 Apple 產品均為商用產品，可用於商業用途。根據 48 C.F.R. §12.212 或 48 C.F.R. §227.7202-1 至 §227.7202-4 規定，對美國政府終端使用者授權商用電腦軟體和商用電腦軟體文件時，(a) 僅得作為商用產品；及 (b) 應根據本文的條款與細則，對其他終端使用者授予相同權利。Apple 根據美國的著作權法，保留任何未發布著作的權利。

Apple 並非美國聯邦政府的承包商或分包商，亦非美國聯邦政府的補助金受領人或分包受領人。您不得對 Apple 施加任何法定、監管或合約義務，導致 Apple 因本協議而成為美國聯邦政府承包商、分包商，或美國聯邦政府補助金受領人、分包受領人。

6. 授權和限制

A. 您對 Apple Business 服務的使用。 在本協議效期內，您獲得有限、非專屬、可撤銷、不可轉授權、不可轉讓的授權許可，得存取與使用 Apple Business 服務，但您無權以現在已知或將來發明的任何形式重製、發布、修改、轉換 Apple Business 服務或建立其衍生作品。--就 Apple 建立且與您使用 Apple Business 服務相關的任何分析或報告 (統稱「**Apple Business 分析**」) 以及 Apple 在此提供的任何文件，在本協議效期內，您得製作並發布合理數量的複本，但僅限內部使用，且就任何技術規格而言，僅用於開發或測試 API。Apple Business 分析屬於 Apple 的機密資訊。

若您為適用實體、業務夥伴、適用實體或業務夥伴之代表人 (適用 45 C.F.R § 160.103 之定義)，或為醫療照顧機構或實體，則您同意不將 Apple Business 服務的任何元件、功能或其他效能用於建立、接收、維護或傳輸「受保護的健康資訊」(適用 45 C.F.R § 160.103 之定義) 或適用法律下的同類健康資料，亦不可以可能使

Apple 成為組織或第三方的業務夥伴，或直接使 Apple 受相關健康隱私法規拘束之方式使用 Apple Business 服務。

您承認 Apple Business 服務包含 Apple 及其授權人擁有的專有內容、資訊及素材，並受適用的智慧財產權及其他法律保護。除事先經 Apple 書面同意外，您不得以其他方式使用該專有內容、資訊或素材。Apple 保留本協議未明文授予的一切權利，亦保留未以默示、禁反言或其他方式明示或默示授予之其他權限、豁免或權利。Apple 保留對 Apple Business 服務 (包括但不限於管理式服務) 收取或變更使用費用的權利，無論現在或將來。

B. 您對 Apple Business 服務的使用指引。您使用 Apple Business 服務時，必須遵守附表 A (Apple Business 服務指引) 所載規則或《Apple Business 使用者指南》(可於 <https://www.support.apple.com/guide/business/> 或其後續網站查閱) 所述規則，二者均可能不經通知，不時更新 (統稱「指引」)。您應監督並確保所有代表人使用 Apple Business 服務時均符合指引。Apple 可能監控您使用 Apple Business 服務的情況，以確認您遵循指引。

C. 給予 Apple 的授權。您特此給予 Apple 非專屬、免權利金、可轉授權、不可撤銷、永久、全球範圍、已全額清償的權利與授權，得於 Apple Business 服務及其他 Apple 產品使用、展示、執行、修改、改編、編譯、重製、複製、發布、傳輸組織資訊與組織內容，或基於組織資訊與組織內容建立衍生作品，以及以其他方式利用組織資訊及組織內容 (包括但不限於其中包含或可從中取得的所有文字、影像、商標、品牌特徵或其他智慧財產)，用於行銷及推廣目的、Apple 內部用途，以及本協議允許的其他用途。

D. 意見反映。所有關於 Apple Business 服務、Apple 或其代表根據基於組織資訊或組織內容建立的衍生作品，或其他 Apple 智慧財產 (包括但不限於與 Apple Business 服務有關的程式碼、工具及技術) (統稱「Apple IP」) 的建議、改進、評論及其他形式的意見反映，以及您或您的代表人向 Apple 提供的所有智慧財產權或其他專有權利 (統稱「意見反映」) 均為 Apple 的專屬財產，Apple 得自由使用，無需取得同意或支付報酬。

E. 拒絕權。Apple 保留權利，得審查並：(i) 不經通知，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 的品牌造成負面影響，或可能損害 Apple 的商業利益)，隨時拒絕、移除、封鎖、暫停或取消您的帳號、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) 不使用或展示全部或部分組織資訊或組織內容。縱使 Apple 並未拒絕、移除、封鎖、暫停或取消任何組織資訊或組織內容，亦不會以任何方式免除、減少、

限制或以其他方式影響您在本協議下的責任與義務。您不得重新提交 Apple 從 Apple Business 服務中移除的組織資訊或組織內容。

F. API。縱使您對 API 的使用符合文件及本協議的要求，Apple 亦得隨時全權決定撤銷您的 API 金鑰及類似憑證。Apple 要求時，您同意立即向 Apple 提供您的 API 實作資訊。您亦同意與 Apple 合作，回答 Apple 就該實作提出的問題，並提供相關資訊及素材。

G. Beta 版測試。您承認並同意，Apple 或其關係企業得經通知或不經通知，執行、參與或實作可能直接或間接使用組織內容或以其他方式影響您使用 Apple Business 服務的測試或實驗（統稱「測試」）；該測試除另有約定外，為 Apple 機密資訊並受本協議管轄。您同意不揭露與該程式、產品或功能有關的非公開資訊，包括其存在。

7. 智慧財產

A. 所有權。除本協議另有規定外，在 Apple 與您之間，您保留組織內容的所有權利、資格和權益，包括所有智慧財產權，前提為組織內容未包含任何 Apple IP 或 Apple 機密資訊。本協議未明文授予的一切權利皆由 Apple 和您各自保留。若您擁有或取得 Apple IP 的任何權利、資格或利益，您將所有此類權利、資格或利益無條件以不可撤銷的方式轉讓予 Apple，且 Apple 不需向您或第三方支付任何費用。

您同意 Apple Business 服務可能包含 Apple 授權人或其他第三方擁有的專有資訊和素材，並受適用的智慧財產法和其他法律保護，且除根據本協議使用 Apple Business 服務外，您不會以其他方式使用該專有資訊或資料。除本協議明文規定，或適用法律禁止 Apple 施加限制外，未經 Apple 明確書面同意，您不得以任何形式或任何方式重製 Apple Business 服務的任何部分。

B. 著作權與商標。Apple Business 服務及其所有著作權皆歸 Apple 或其授權人所有。Apple、蘋果、Apple 標誌及 Apple Business 服務使用的其他 Apple 商標、服務商標、圖形和標誌，均為 Apple Inc. 在美國及/或其他國家或地區的商標或註冊商標。您並未就上述商標或其使用獲得任何權利或授權。

8. 聲明與保證

您特此聲明、保證並承諾：

A. 您完全有權訂立並履行本協議下的義務，且 Apple 要求時，您可以且應立即以 Apple 可接受的方式向 Apple 證明您擁有此種權力與權限，並理解並承認，若您未能證明，則視為重大違反本協議。

B. 除本協議條款嚴格允許的方式外，您不得 (亦不得促使或允許代表人) 以其他方式使用 Apple Business 服務，且僅得為符合所有適用法律 (包括您居住、所在、受管轄及組織內容提供之司法管轄區的法律) 的授權及合法目的使用。這包括但不限於確保您對管理式服務的存取、使用或啟用遵守所有關於資料儲存的適用法律。

C. 您擁有並應維持使用組織內容及允許他人依本協議使用組織內容所需的一切權利、授權、許可及同意；若您不再擁有此類權利、授權、許可或同意，則應刪除相應的組織內容。

D. 您、直接或間接控制您的實體或個人、與您受共同控制的實體或個人，以及代表人均無下列情形：(i) 名列於提供 Apple Business 服務的國家或地區的制裁名單 (包括但不限於美國財政部特別指定制裁人員名單，或美國商務部拒絕出口對象或主體名單)，(ii) 在任何美國禁運國家或地區境內從事業務或設立，以及 (iii) 為 15 C.F.R § 744 所定義及位於其涵蓋範圍內的軍事終端使用者。「控制」係指一實體或個人直接或間接對其他實體的管理政策享有主導或促使他人主導的權力，不論是透過擁有具表決權的證券、對登記資本額的權益、契約或其他方式。

E. 若您係代表第三方存取、使用或實作 Apple Business 服務：(i) 您已然且應當獲得合法授權，得以該身分代表該第三方存取、使用與實作 Apple Business 服務；(ii) 您對 Apple Business 服務的存取、使用與實作不得超出該第三方提供的合法授權；(iii) 您同意本協議以及使用 Apple Business 服務所需的其他義務；(iv) 該第三方已授權您在合理必要的範圍內與 Apple 溝通，包括驗證本協議規定的必要授權及提供適用法律或法規要求的資訊或資料，且 Apple 要求時，您應協助 Apple 進行此類溝通；以及

F. 若組織中有權存取 Apple Business 服務的多數股東、合夥人、高階管理人員、董事或經理人員現為、曾為或將成為政府實體的官員或員工 (下稱「政府相關人員」)，則您已向 Apple 提供其完整且準確的資訊。若組織在任何時點知悉或有理由相信某代表人已經或即將成為政府相關人員，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

依據司法管轄區的法律，您可能享有不可排除的權利或救濟。本協議無意亦未限制、修改或排除依法不得限制、修改或排除之責任。本協議中，Apple 的一切責任限制或排除僅於法律允許的最大範圍內適用。

Apple 不保證、聲明或擔保您對 Apple Business 服務使用不中斷或無錯誤，且您承認並同意，Apple 得全權決定對 Apple Business 服務的使用或存取權限設置限制、無限期移除部分或全部 Apple Business 服務，或隨時停止提供 Apple Business 服務 (或其任何部分)，而無需事先通知您或對您承擔任何責任。

Apple 未保證、聲明或擔保 Apple Business 服務將於所有地區提供，亦未保證、聲明或擔保提供 Apple Business 服務時，將提供該地區使用的所有語言，且 Apple 未聲明本服務在特定位置為適當或允許使用。

您進一步承認，Apple Business 服務並非設計或適合用於其所提供或透過其提供的內容、資料或資訊出現故障或時間遲延、錯誤或不精確的情況下，可能導致死亡、個人傷害或嚴重的身體或環境損害的情況或環境，包含但不限於核子設施、航空器飛行或通訊系統、飛航管制、生命維持或武器系統之運作。

Apple 或任何 Apple 人員給予的口頭或書面的資訊或意見，均不構成對本協議內未明文規定的任何擔保。如發現 Apple Business 服務有所瑕疵，您必須承擔所有必要維修、修理或修正的全部費用。

您明確同意，對於 Apple Business 服務的使用或無法使用，您應自負風險。Apple Business 服務係以「現況」、「於可用範圍內」提供您使用，不附任何明示或默示保證，包括但不限於對適銷性、品質滿意度、適於特定用途、及時性、不受干擾地享用、資格、準確性和未侵權的默示保證。Apple 未聲明或保證 Apple Business 服務可滿足您的要求，或與其他 Apple 產品或第三方軟體、應用程式、產品、服務或內容相容或可搭配使用，亦未保證不會出現網路故障、遺失、損壞、攻擊、病毒、干擾、駭客攻擊或其他安全入侵，Apple 對此不承擔任何責任。

10. 賠償

若 Apple 及董事、高階主管、員工、關係企業、代理人、承包商及授權人 (各稱「**Apple 受償方**」) 承受 (i) 任何仲裁、司法或行政行動、訴訟、索賠、請求、調查或程序 (統稱「**訴訟程序**」) 中裁定或和解支付的所有金額 (連同利息合稱「**損失**」)，以及 (ii) 在訴訟程序中抗辯或在相關調查或協商中產生的自付費用，包括但不限於法院聲請費、法院費用、仲裁費、證人費、律師及其他專業人士的費用與支出 (統稱「**訴訟費用**」，連同損失合稱「**可賠償損失**」)，且該情形為下列原因所致或與之相關，則您須在法律允許的最大範圍內賠償 Apple 受償方，使其不受損失 (以稅後為基準) 並為其辯護 (由 Apple 全權決定)：(a) 您或代表人違反本協議，或違反本協議中的任何聲明、保證或承諾，或未遵守任何適用法律，或涉及您在存取或使用 Apple Business 服務時的行為或不作為；(b) Apple 根據本協議，單獨或與其他內容結合使用或推廣組織資訊或組織內容；(c) Apple 或第三方與本協議相關的專利、著作權、商標、商業秘密、電路布局或其他智慧財產權或專有權利遭挪用、侵害或違反；(d) 因組織內容所生的誹謗，或侵害他人機密或隱私權；(e) 與組織內容

相關的不實、欺騙、不公平或濫用行為或做法；或 (f) 組織履行本協議義務或使用 Apple Business 服務導致人身傷害或財產損失 (上述 (a)至 (f) 各項統稱「**索賠**」)。未經 Apple 事前書面同意，您不得承認任何責任，不得就任何將影響 Apple 權利或使 Apple 或 Apple 受償方受拘束的索賠 (或類似協議) 達成和解，亦不得公開任何與 Apple 或 Apple 受償方相關的和解細節。

如有欲尋求賠償的索賠，Apple 應立即通知您。若您未在十 (10) 內回應該通知，則視為您不對該索賠提出異議。若要承擔索賠的辯護，您必須向 Apple 發出通知，表示您接受 Apple 要求您承擔辯護責任的請求。其後，您應立即聘請 Apple 合理認可的獨立法律顧問，代表您就該索賠進行辯護。如有下列情形，Apple 受償方得選擇自行聘請法律顧問參與索賠的辯護，而無需您的參與：(1) 您通知 Apple 受償方，您拒絕為該索賠進行辯護；(2) 至 Apple 受償方向您發出索賠通知後第十日午夜為止，您未通知 Apple 受償方表示您將為該索賠進行辯護；或 (3) 法律顧問認為同時代表您和 Apple 受償方將產生利益衝突。在您承擔索賠辯護責任前，您應支付 Apple 受償方因為索賠辯護而產生的訴訟費用。您就可賠償損失所需支付的金額，應足以使 Apple 受償方在稅後恢復至未發生該可賠償損失時的狀態。

11. 責任限制

在適用法律未禁止的範圍內，無論任何情況，對於因本協議或您使用或存取 (或無法使用或存取) Apple Business 服務所生或與之相關的人身傷害或任何直接、間接、附帶、懲罰性、特殊或衍生性損害 (包括商業損害或損失)，包括但不限於資料或資訊損毀或遺失、利潤損失、業務中斷、無法傳送或接收任何資料或資訊，或任何產品、服務、特性或功能的錯誤或過失，或因使用或無法使用透過 Apple Business 服務提供的任何產品、服務、特性或功能所致的任何類型的損失或損害，不問係基於契約理論、保證、侵權行為 (包括過失)、產品責任、違反法定責任、賠償原則或其他，縱使已獲知會其可能性，Apple 及其董事、高階主管、員工、關係企業、代理人、承包商或授權人概不負責，縱使任何救濟未能達到根本目的亦然。在任何情況下，Apple 依本協議就所有類型之損害 (不問為侵權行為或契約) 應對您承擔的全部法律責任 (除涉及個人體傷情況中係根據適用法律規定的損害賠償外)，不得超過五十美元 (\$50.00)。縱使上述救濟無法達成根本目的，上述責任限制仍將適用。

12. 保密

在您使用 Apple Business 服務時，Apple 可能以任何形式 (例如書面、口頭、視覺、電子或其他有形或無形形式) 向您提供未公開、專有或機密資訊或素材，不問是否標示或指定為機密，包括供您存取一般不公開的預先發布功能 (統稱「**Apple 機密資訊**」)。您同意此類功能的所有預先發布版本 (包括預先發布文件) 以及揭露預先發布功能的其他 Apple 資料皆視為 Apple 機密資訊；但預先發布功能發行商業版後，即不再為機密。您進一步同意，Apple 或其代表人取得、產生或建立的 Apple Business 服務相關資料及使用者相

關活動，皆視為 Apple 機密資訊。縱使有上述規定，Apple 機密資訊不包括：(a) 非因您過失或違非本協議而可公開合法取得的資訊；(b) Apple 向公眾公開的資訊；(c) 您未使用或引用任何 Apple 機密資訊而獨立開發的資訊；或 (d) 您從有權自由移轉或揭露資訊而不負保密義務的第三方合法取得的資訊。

您承諾至少以保護自身重要機密的謹慎程度來保護 Apple 機密資訊，且達到合理程度。您同意僅將 Apple 機密資訊用於存取及使用 Apple Business 服務及履行本協議下的義務，並承諾不出於自身或第三方利益，將 Apple 機密資訊用於其他用途。您進一步承諾不向下列人員揭露或傳播 Apple 機密資訊：(i) 為實現此目的而須知悉該資訊，且根據書面協議須遵守保密義務嚴格程度至少等同於本協議的代表人以外之人；或 (ii) 非 Apple 事先以書面另行同意或允許之人。若代表人違反本第 12 節，您應承擔責任。您得在適用法律要求的限度內揭露 Apple 機密資訊，惟須採取合理措施，在揭露 Apple 機密資訊前通知 Apple，並對 Apple 機密資訊進行保護處理。您承認，不當揭露 Apple 機密資訊所造成的損害可能無法彌補；因此，Apple 有權尋求衡平救濟，包括禁制令及預備性禁令，且此不影響其他救濟途徑。

13. 資料隱私權與安全性防護

除本協議另有規定外，Apple 就 Apple Business 服務所進行的所有資料處理皆將依據其公開發布的隱私權政策 (<https://www.apple.com/legal/privacy/en-ww/>，或其任何後續版本) 進行。如需進一步了解與 Apple Business 服務相關且已識別或可識別個人的資料（「個人資料」）由哪個 Apple 實體負責處理，請參見 <https://www.apple.com/legal/privacy/en-ww/affiliated-company/>。您同意遵守所有與個人資料相關的適用法律，包括適用於從任何司法管轄區向任何其他司法管轄區傳輸個人資料的法律。

您使用 Apple Business 服務，即表示您承諾並同意，Apple 得將您使用 Apple Business 服務的資訊用於包括但不限於提供、評估、修改或改善 Apple Business 服務，以及與您溝通 Apple Business 服務相關事宜等用途。您亦承認並同意，Apple 得收集和使用與 Apple Business 服務相關之終端使用者活動的資料。此資料會用於分析、回報及提升 Apple Business 服務。Apple 將根據其公開發布於 apple.com/privacy 的《隱私權政策》(或其後續版本)，處理與使用其就 Apple Business 服務收集的所有資料。

您進一步承認並同意，未經 Apple 明文書面同意或法律要求，您不得嘗試使用 Apple 向您提供的任何資料 (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。縱有上述規定，為提供和維護 Apple Business 服務，其他組織相關帳號仍可看到與您使用 Apple Business 服務相關的個人資料 (例如姓名、電子郵件地址和電話號碼)。

根據 Apple 的追蹤政策，您同意，就 Apple Business 服務而言，您不會 (亦不會嘗試) 存取、使用或以其他方式處理可用於追蹤任何個人或裝置的資訊，但透過 App 追蹤透明度 API 獲得使用者明確許可之情形除外。追蹤的定義參見 Apple 的政策和指引，包括 <https://developer.apple.com/app-store/user-privacy-and-data-use> (或其後續版本)。

14. 修訂或修正

Apple 保留不經通知，隨時全權修改或修訂本協議的權利。若發出通知，則修改後的條款將於根據第 18 節 (通知) 向您發出通知後生效，或在該通知中指定的稍後時點生效。您承認並同意，您有責任定期審閱本協議。若您不同意本協議的任何變更，您應立即停止對 Apple Business 服務的所有存取與使用行為。您在本協議修改後繼續使用 Apple Business 服務，則視為您接受修改後的本協議。

15. 終止或暫停

任一方當事人得隨時全權決定發出通知，無理由終止本協議；但若您在終止通知後繼續使用 Apple Business 服務，將受到當時最新協議拘束。您得透過電子郵件，向 Apple 客戶支援團隊發送通知。除本協議另有明文規定外，本協議屆滿或終止時：(a) 任一方根據本文授與他人的一切權利、授權、同意和權限將立即終止，但給予 Apple 的授權於本協議屆滿或終止後應繼續有效；且 (b) 您應停止存取與使用 Apple Business 服務。

第 6(B) 至 6(E) 節及第 7 至 25 節所載的權利和義務，於本協議屆滿或終止後繼續有效。縱使本協議有相反規定，Apple 得全權決定直接或間接立即暫停、終止或以其他方式拒絕您存取或使用 Apple Business 服務的全部或部分，無需提前通知，且 Apple 行使此權利時無需對您或第三方承擔任何責任。本第 15 節並未限制 Apple 的其他權利或救濟途徑，不問為依法律、衡平法或本協議。

16. 當事人關係

本協議未建立亦不得解釋為您與 Apple 建立合夥關係、合資企業、僱傭關係或信託關係及其他任何形式的法律關係。您不得明示、默示、表現或以其他方式為相反的表示。本協議並非為第三方之利益而立。

17. 新聞稿或其他宣傳

未經 Apple 事先以書面明確核准 (Apple 得全權決定是否拒絕)，您不得就本協議或與 Apple 之關係發布新聞稿或其他公開聲明。

18. 通知

本協議之所有通知，皆應以書面為之。Apple 向您發出的所有通知，於寄送至您向 Apple 提供的 Apple Business 服務相關電子郵件地址或郵寄地址時，即視為送達。您同意定期查閱您向 Apple 提供的 Apple 的電子郵件地址及郵寄地址，以接收 Apple 發送的通知、儘速閱讀所有通知，並在無法再使用您向 Apple 提供的電子郵件地址或郵寄地址時，立即通知 Apple。除本協議另有規定外，本協議下所有對 Apple 的通知於以下時點視為送達：(a) 由專人親送時視為送達，(b) 以附書面寄件證明的商業次日快遞寄送時，視為三 (3) 個營業日後送達，或 (c) 透過上述 (a)、(b) 及 (c) 所述方式，以預付郵資的第一類郵件或掛號信寄至以下地址時，視為五 (5) 個營業日後送達：Apple Inc., Legal (收件人：Apple Business Legal)，地址 One Apple Park Way, MS 37-2ISM, Cupertino, CA 95014, United States。當事人得透過上述方式或 Apple Business 以書面通知他方，變更電子郵件或通訊地址。

19. 爭端解決；準據法

因本協議所生或與之相關的所有爭議，均應依《國際商會仲裁規則》(「ICC 規則」)，由三名依 ICC 規則指派的仲裁人進行最終解決。

仲裁地點定於美國加州舊金山。仲裁語言為英語。除 ICC 規則外，雙方亦同意仲裁應依照國際律師協會 (IBA)《國際仲裁中證據調查規則》進行。

雙方承諾，對仲裁發生之事實、仲裁所作之裁決、為於仲裁中使用而製作的所有素材，以及由他方於仲裁中製作且未進入公眾領域的所有其他文件予以保密；但如因法律義務、為保護或行使法律權利，或為在法院或其他司法機關執行仲裁裁決或提出異議而必須揭露，則得在必要範圍內揭露。

仲裁的直接費用，包括仲裁人的費用和開支，原則上應由雙方平均分攤，並受 ICC 規則規範。法庭書記官與庭審筆錄之費用 (如有) 應由提出要求之一方支付，但若仲裁人要求，則應由雙方平均分攤。當事人應自行承擔成本與律師費，仲裁人不得裁定由任一方負擔他方的成本或律師費。

本協議及因之而生或與之相關的爭議，均受紐約州法律管轄，但不採納其法律衝突原則；惟根據本仲裁條款及根據本協議的仲裁，則受《美國聯邦仲裁法》第 1 章及第 2 章管轄。《聯合國國際貨品買賣契約公約》不適用於本協議。

本協議之內容未阻止任一方管轄法院尋求臨時救濟，且任何此類聲請不得視為與仲裁協議相牴觸或放棄仲裁權。雙方特此放棄對取得臨時救濟所需的擔保要求。

20. 合規性

除獲得美國法律、您所在司法管轄區法律或其他適用法律的授權外，您不得使用、出口、轉出口、進口、銷售或轉讓 Apple Business 服務或其任何部分。尤其 (包括但不限於) 您同意不得在美國禁運國家或地區使用 Apple Business 服務，或將之出口或轉出口至任何美國禁運國家或地區，或在美國禁運國家或地區內部轉讓，亦不得由名列美國財政部特別指定制裁人員名單，或美國商務部拒絕出口對象或主體名單之人使用、出口或轉出口。

21. 第三方素材

Apple Business 服務的部分內容可能會顯示、包含、利用或提供來自第三方的資訊、軟體、素材或服務，或提供某些第三方網站的連結 (「**第三方素材**」)。Apple Business 服務或其中適用部分所附的電子文件中，載有關第三方素材的確認、授權條款及免責聲明，您對第三方素材的使用受到其各自的條款管轄。

Apple 不保證 Apple Business 服務或第三方素材在任何特定地點為適當、準確或可取得。若選擇使用或存取第三方素材，這是出於您的主動意願，且您有責任遵守所有適用法律、條款或其他要求。就第三方素材，或第三方的其他素材、產品或服務，Apple 並未對您或他人提供保證或表示認可，且目前未承擔、未來亦無任何責任。Apple Business 服務與第三方素材可能未以所有語言或於所有國家或地區提供。

22. 其他協議。

您與 Apple 之間未納入本協議或未於本協議引用的有效協議 (「**其他協議**」)，均與本協議無關。除本協議或其他協議另有書面規定外，本協議不得視為其他合約之條款，反之亦然。違反本協議不構成違反其他協議，反之亦然。您承認並同意，您履行本協議下的義務，不得以 Apple 簽訂其他協議或提供與 Apple Business 服務相關的額外聲明或保證為條件。

23. 使用語言

本協議的美國英文版應為正本，規範其解釋與雙方當事人之理解。若 Apple 提供本協議的其他語言版本或其他英文版本，則美國英文版與其他語言版本或其他英文版本有所牴觸時，除該其他版本另有明文規定外，應以美國英文版為準 (以不違反適用的強制法規為前提)。若您為法國或加拿大魁北克省的政府機關、部門、單位或組織，則適用以下條款：當事雙方人於此確認，其要求本協議及所有相關文件以英文起擬。Les Parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

24. 主權豁免

若您或您的資產在任何司法管轄區有權就送達訴狀、管轄權、訴訟、判決、執行、扣押 (不問在判決前、執行協助中或其他情況下)，或與您在本協議下義務相關的法律程序主張享有豁免權 (無論為國家、主權或其他形式)，或在該司法管轄區，此豁免權 (無論是否主張) 可歸屬於您或您的資產，則在該司法管轄區法律允許使該豁免權之放棄具有不可撤銷之效力的最大範圍內，您特此不可撤銷地同意不主張且不可撤銷地放棄該豁免權。

25. 其他事項

除第 22 節 (其他協議) 另有規定者外，本協議構成您與 Apple 之間的完整合意，並拘束您對 Apple Business 服務的存取與使用，取代您與 Apple 之間先前的所有協議。Apple 得不受限制、不經通知，全部或部分轉讓其在本協議下的權利和義務。未經 Apple 事前書面核准，您不得轉讓本協議 (或您在本協議下的義務)，包括但不限於透過法律規定、合併或其他方式，任何未經 Apple 事前書面核准而轉讓本協議的行為均屬無效。若本協議中任何部分遭裁定或視同無效或無法強制執行，該部分必須以符合適用法律的方式解釋，藉此盡可能反映出各當事方的原始意圖，而其餘部分仍應維持完整效力。Apple 未行使本協議內的任何權利或條款，不構成放棄該權利或條款，或本協議的其他權利或條款。規定契約內容應以不利於起草者之方式進行解釋的法律，不適用於本協議。若由於不可控之因素導致無法履行義務，Apple 對此概不負責。本協議之標題僅供檢索，不得據以詮釋或解釋本協議。本協議並非為第三方之利益而立。連接詞「或」應解釋為「及/或」。您與 Apple 完全拒絕任何訂單、確認函、組織內容或組織資訊提交項目或其他文件附帶的點擊式或其他標準條款與細則，且 Apple 不適用且完全不承認此類條款。

附表 A

(服務條款之)

Apple Business 服務指引

Apple 保留對本準則的解釋權，並得全權決定是否採取行動。以不影響 Apple 可能擁有的其他救濟途徑為前提，若 Apple (全權決定) 認定您 (包括任何代表人) 違反本指引，Apple 得不經通知，永久或暫時移除或停用您對不可接受之組織內容的存取權限，或終止或暫停您對 Apple Business 服務的存取與使用權限，無需承擔任何責任。您同意配合 Apple 調查並糾正違規行為。

禁止以下行為：

1. 干擾。

A. 危害 Apple 系統的安全或運作，包括但不限於探測、掃描或測試任何託管 Apple Business 服務的系統或網路漏洞。本項規定不適用於 Apple 明確允許的安全評估。

B. 篡改、入侵 Apple Business 服務或進行反向工程、繞過任何安全或身分驗證措施，或試圖未經授權存取 Apple Business 服務及相關系統、網路或資料。

C. 修改、停用或損害 Apple Business 服務或相關系統、網路或資料的完整性或效能。

D. 破解與執行 Apple Business 服務的伺服器之間的傳輸內容。

E. 對 Apple 基礎設施施加不合理的大量負載，消耗大量資源 (如 CPU、記憶體、磁碟空間、頻寬等)，導致或試圖導致 Apple 系統癱瘓，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 伺服器發送大量請求訊息，其數量超過一般人使用一般瀏覽器合理可發送的數量；
- ii. 遠超文件所定 Apple Business 服務的使用參數；或
- iii. 以與 Apple Business 服務設計目的無關的方式，使用不合理數量的儲存空間來儲存音樂、影片或其他內容。

2. 不當行為。

A. 謊報身分或掩飾組織內容的來源 (包括透過「詐騙」、「網路釣魚」、操縱標頭或其他識別碼、冒充他人，或不實聲稱與 Apple 或任何第三方有任何贊助關係或關聯)。

B. 使用 Apple Business 服務侵犯他人隱私，包括未經明確許可發布或張貼他人的私人和機密資訊、從 Apple Business 服務收集或取得他人的個人資訊 (包括帳號名稱或資料)、推斷其他人在使用 Apple Business 服務時的特徵或個人資訊 (包括敏感資訊)，或以任何方式分析或使用 Apple Business 服務，試圖識別任何個人或裝置，或嘗試將透過 Apple Business 服務提供的資料與任何個人或裝置相關聯。

C. 使用 Apple Business 服務來追蹤、監視或監控他人，或騷擾、霸凌、恐嚇他人，或發布針對他人的直接、具體的威脅或暴力行為 (包括恐怖主義)。

D. 將 Apple Business 服務用於非法或不正當目的 (包括但不限於開發、設計、製造或生產核武、飛彈、化學武器或生物武器)，或違反任何法律 (包括但不限於資料隱私和出口管制法律)。

E. 以透過 Apple Business 服務或 API 以外的方式存取或搜尋 Apple Business 服務的任何部分。

F. 使用中繼標籤或其他「隱藏文字」，包括 Apple 及其供應商的產品名稱或商標。

G. 以提供有關災難場景或與健康或安全直接相關的其他情況 (包括但不限於恐怖主義行為、自然災害或緊急應變) 的警報為目的使用 Apple Business 服務。

H. 使用 Apple Business 服務從事、推廣或協助可能導致對個人或群體產生歧視、不公平或有害待遇的行為，尤其是基於敏感或受保護屬性或特徵。

I. 刪除、掩蓋或篡改任何可能透過 Apple Business 服務顯示或提供的著作權聲明、商標或其他專有權或法律聲明、文件或超連結。

J. 複製、修改或創作 Apple Business 服務任一部分的衍生作品，使用 Apple Business 服務來創造或增強競爭服務或產品，或以未經授權的方式存取或使用 Apple Business 服務，試圖預先擷取、快取、索引、提取、爬取或再利用 Apple Business 服務的任一部分，包括但不限於未經授權大量下載內容或資料，或根據透過 Apple Business 服務提供的內容或資料建立任何資料庫。

K. 未經 Apple 明確許可，向第三方出售、出租或租賃 Apple Business 服務 (或其任一部分) 的存取權限。

3. 不當通訊。

A. 使用 Apple Business 服務產生或傳送連鎖信、垃圾郵件、大量訊息，或其他不符合適用垃圾郵件法律的不當通訊，包括但不限於未經請求的廣告、促銷素材或資訊公告。

B. 散佈任何電腦病毒、蠕蟲、特洛伊木馬或其他惡意軟體。

C. 非經 Apple 明確允許，以商業目的招攬 Apple 使用者。

D. 貶低 Apple 或我們的合作夥伴、供應商或關係企業。

E. 未經適當授權，推廣或宣傳除您自身產品或服務外的其他產品或服務。

4. 不當內容。

A. 發布、上傳、分享、提交，或利用 Apple Business 服務產生、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 或第三方的智慧財產權或其他權利，包括任何著作權、商標權、專利權、商業機密、人格權、隱私權、肖像權，以及其他所有智慧財產權或專有或契約權利，或 Apple 接獲涉嫌違反或侵犯的通知；

ii. 您無權向 Apple 提供；

iii. 包含使用者產生的內容 (例如評分和評論)，且您與該內容建立者並無直接關係，除非您已取得使用並向 Apple 提供該內容所需的所有必要許可和同意。

iv. 包含屬於他人的個人、隱私或機密資訊；

v. 向他人索取個人、私人或機密資料，包括向未滿 13 歲 (或您所在司法管轄區的成年年齡) 兒童索取資料；

vi. 以任何形式的報酬或獎勵來換取評分或評論；

vii. 虛假、誤導、欺騙、操縱、詐欺、非法、不法、猥褻、粗俗、誹謗、中傷、威脅、辱罵、有害、露骨的性內容 (包括兒童性虐待或剝削素材，遇此情形 Apple 將刪除並向執法部門報告)、不雅、騷擾、貶損或仇恨；

viii. 冒充他人、組織或實體，或不實陳述您與該個人、組織或實體的關係；

- ix. 描繪或鼓勵嚴重傷害或任何形式的暴力、非法、恐怖主義、侵權、詐欺、惡意或危險行為；
- x. 意在煽動情緒；
- xi. 基於種族、民族、國籍、宗教、性別、性取向、身心障礙、健康狀況或其他類似身分而攻擊或歧視他人；
- xii. 包含惡意軟體、間諜軟體、病毒、木馬、殭屍程式、蠕蟲、定時炸彈、勒索軟體、指令碼漏洞或其他類似的有害或危害性的程式設計常式；
- xiii. 以其他方式導致 Apple 或及服務、使用者或第三方遭受傷害、損害、死亡或具可信的危害風險；
- xiv. 曾因違反指引而遭移除。

5. 禁止之用途。

A. 您不得將 Apple Business 服務用於：

- i. 尋求或提供應由合格或持證專業人士提供的建議，包括法律、醫療、健康、財務或其他類型的專業建議；
- ii. 進行具法律或同等重大影響的自動化決策，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、住房、教育、基本服務、法律或執法、移民、關鍵基礎設施管理、司法程序、社會評分等領域)；
- iii. 從事根據適用於您的使用和您產生之輸出的司法管轄區法律，遭禁止或列為高風險用途的活動，包括但不限於：(1) 推斷工作場所或教育環境中個人的情緒；(2) 利用生物識別資料對個人進行分類，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進行評估或分類，導致不利或不公平待遇。
- iv. 從事政治宣傳或遊說活動，包括製作競選宣傳素材以影響政治進程，或干擾選舉、民主或公民進程的參與；或
- v. 誤導個人，使其誤以為其正與人類交流，或聲稱任何透過人工智慧產生的組織內容為由人類製作。

B. 使用 Apple Business 服務進行下列行為，即屬違反本指引：

- i. 尋求凌駕或規避旨在保護 Apple Business 服務的技術或安全措施，例如使用提示注入、越獄等技術，或故意促使 Apple Business 服務以違反本指引的方式行事；
- ii. 未經其他個人或組織的同意、授權或無合法權利，描繪、冒充或假扮其身分；或
- iii. 從事、產生或推廣假訊息、錯誤訊息、不實網路互動 (例如不實評論)、抄襲或學術不端行為。

附錄 1

(服務條款之)

品牌服務附加條款

當您使用品牌服務 (例如品牌郵件、品牌簡介，以及在 Apple 地圖上新增或認領一或多個地點 (「地點」)) 時，即適用本《品牌服務附加條款》所載條款。當您新增或認領地點時，您可為該地點提供資料、資訊或內容，例如地址、電話號碼、營業時間、網站、社群媒體頁面、照片、評分、評論、圖片及動作 (統稱「位置資料」)。特此敘明，您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

您若透過使用 Apple Business 服務向 Apple 提交、提供或以其他方式公開任何網域或網站 (包括作為組織資訊的一部分) (下稱「組織網站」)，您特此授權 Apple 出於本協議所述目的，從組織網站擷取、複製、傳輸或快取可公開取得的資訊及內容 (下稱「網站內容」)。Apple 得使用網站內容，推薦您可以儲存或核准的文字及內容 (下稱「核准的網站內容」)。為求明確，網站內容及核准的網站內容均構成本協議下的組織內容。

B. 給予 Apple 的授權

您特此給予 Apple 非專屬、全額清償、免權利金、不可撤銷、永久、可轉授權、全球範圍的權利與授權，得，於任何目前已知或日後開發之媒體中使用、展示、執行、修改、改編、編譯、重製、複製、直接或間接發布、傳輸組織內容 (或 Apple 的衍生作品)，或據以建立衍生作品及以其他方式利用，不問為全部或部分，以便 Apple (包括但不限於) 營運、提供、改進及推廣 Apple Business 服務，履行本協議下的權利，並協助 Apple 產品的使用者搜尋、探索及與企業互動。作為提供 Apple Business 服務的一部分，Apple 得允許第三方開發者透過 Apple 產品存取組織內容，以便與第三方開發者應用程式和網站結合使用。Apple 有權 (但無義務) 行使本協議下授予的任何或一切權利和授權。

C. 所有權

Apple 應擁有並保留對以下各項的所有權利、資格和權益：因 Apple 使用組織內容而開發或創造的設計、構想、圖紙、筆記、報告、文件、硬體、軟體、原型、演算法、模型、流程、專有技術、商業機密、產品、服務、資料、素材或其他有形或無形項目。為求明確，Apple 無義務向組織揭露任何衍生作品。

D. 使用 API

透過 API 提供的位置資料須符合 Apple 地圖商家資訊整合規格文件 (參見

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

E. 資料驗證

您承認並同意，您使用品牌服務時，Apple 可能需要使用您提供的位置資料 (例如電話號碼)，以人工或自動方式與您聯絡，以便進行驗證或實現與提供 Apple Business 服務相關的其他目的。

F. 代理機構

若組織內容包含非您擁有或控制之地點的位置資訊，則在 Apple Business 註冊組織時，您必須選擇「代理機構」選項。

G. 委任

您得委託一或多個代理機構 (「受託人」) 代表您存取和使用 Apple Business 服務。在您與 Apple 之間，您需對以下事項負責：(a) 您 (以及任何代表人或受託人) 向 Apple 提供或以其他方式供 Apple 取得的資料或內容；(b) 代表人或受託人的作為或不作為，包括使用或透過與組織相關的所有帳號及金鑰發生的活動；以及 (c) 代表人或受託人違反本協議條款。就本協議而言，受託人視同代表人。

H. 個人資料

除作為中小企業 (「SMB」) 行事之自然人的個人資料外，您不得向 Apple 提供包含個人資料的位置資料；但若 Apple 無意間根據本協議向您共享任何個人資料，您應儘速將之刪除，並遵守您接獲的任何個人刪除要求。

除您在本協議下的賠償義務外，若您處理個人資料時未履行本協議或任何適用於個人資料的法律，或您的行為超出或違反 Apple 的合法指示，導致個人受有損害，您需承擔責任。

I. 聲明與保證

除第 8 節 (聲明與保證) 所載之聲明與保證外，您聲明、保證並承諾：

- i. 您為該位置資料的唯一擁有者，並擁有授予 Apple 本協議之權利的完整權限，或您已獲得該位置資料擁有者的一切權利、許可、核准及/或同意，得授予 Apple 本協議之權利；
- ii. 位置資料不得包含任何受 GPL (GNU 通用公共授權)、LGPL (GNU 較寬鬆公共授權)、ODbL (開放資料庫授權) 或其他有以下情形之授權條款規範的資料、程式碼或其他素材：(1) 對 Apple 施加義務，要求其發布或揭露與位置資料結合的任何資料或軟體，或允許第三方對與位置資料結合的任何資料或軟體進行反向工程或替換任何部分；(2) 要求 Apple 向任何人授予專利權；或 (3) 對 Apple 施加本協議未明文規定的其他義務或限制。

iii. 您應 (1) 遵守 (並確保代表人和受託人亦遵守) I 節 (個人資料) 以及所有適用法律，包括但不限於與個人資料相關的法律；並 (2) 確保您擁有合法的法律依據，得依據本協議條款 (包括但不限於上文 C 節 (給予 Apple 的授權)) 處理、向 Apple 揭露及以其他方式允許 Apple 使用與中小企業相關的個人資料。

iv. 若您提供來自印度境內的位置資料，則您已根據 DST 2021 年 2 月 15 日第 F.No.SM/25/02/2020 (第一部分) 號函所制定的「地理空間資料及地理空間資料服務 (包括地圖) 獲取與製作指引」(「**地理空間指引**」) 獲得認證，且您及所有來自印度境內的位置資料均符合地理空間指引；

v. 您無需在加州、佛州、德州或其他司法管轄區註冊為資料經紀人，縱使該司法管轄區要求收集、授權或銷售與其無直接互動之消費者資料的企業在該司法管轄區註冊為資料經紀人。

J. 出口管制

您同意不出口、轉出口、轉售或轉讓符合以下情形的商品、技術資料或軟體：(i) 違反美國或其他相關國家政府機關所施加的此類限制；(ii) 未事先取得所有必要的授權或批准，即出口至任何出口時需要出口執照或其他政府核可的國家或地區；(iii) 出口至遭美國、歐盟或其他具管轄權之適當國家政府機關禁運的國家或地區，或出口予該國家或地區的國民或居民；或 (iv) 出口予遭美國政府或其他具管轄權之相關外國政府機關指定為受制裁者的個人或公司 (受制裁者名單如：未經適當政府授權的聯合國制裁名單、美國拒絕名單、外國資產控制辦公室特別指定制裁人員名單、英國制裁名單、歐盟制裁名單。此外，您同意不向 Apple 提供來自受制裁者、受制裁地區或受禁運國家或地區的組織內容。

K. 終止之效力

《品牌服務附加條款》於本協議屆滿或終止後仍然有效。為求明確，本協議給予 Apple 的授權於本協議屆滿或終止後應繼續有效。縱本協議終止或屆滿，亦不免除您或 Apple 因違反協議而產生的任何責任。本協議僅依其條款終止時，當事人無需對他方承擔任何形式的損害賠償責任，且本協議的終止不影響任一方當事人的其他權利或救濟。特此敘明，Apple 無需刪除、撤回或重新訓練任何使用組織內容開發的模型。

附錄 2

(服務條款之)

管理式服務附加條款

以您居住的國家或地區提供相應服務為前提，本《管理式服務附加條款》所載條款適用於以下服務：(i) 將您的授權裝置註冊至 Apple Business；(ii) 在組織內使用 Apple Business 或其他行動裝置管理 (MDM) 解決方案中的裝置管理功能；(iii) 為授權使用者及/或授權裝置取得及發布大量內容；(iv) 為授權使用者建立、發布及管理管理式 Apple 帳號；(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 輔助工具，例如 iCloud 儲存空間、員工名錄及電子郵件；(vii) 授權使用者存取相關服務的訂閱，例如額外的 iCloud 儲存空間及商務版 AppleCare+ 服務專案；以及 (viii) 為授權使用者啟用管理式服務的其功能與特性 (統稱「**管理式服務**」)。

1. 定義。

本協議及本《管理式服務附加條款》中之用語，其意義應以本《管理式服務附加條款》之定義為準：

「**管理者**」係指為帳號管理目的 (例如管理伺服器、上傳 MDM 佈建設定、將裝置加入您的帳號、購買內容，以及執行其他相關服務) 而被加入 Apple Business 服務的組織員工、約聘員工或服務供應商。

「**Apple**」定義如下：(a) 就美國 (包括波多黎各自治邦) 的組織而言，係指地址位於 One Apple Park Way, Cupertino, California 95014, U.S.A. 的 **Apple Inc.**；(b) 就加拿大或其領土與領地的組織而言，係指地址位於 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada 的 **Apple Canada Inc.**；(c) 就位於墨西哥、中美洲或南美洲或任何加勒比國家或地區 (不包括波多黎各自治邦) 的組織而言，係指地址位於 2811 Ponce de Leon Boulevard, Floor 12, Coral Gables, Florida 的 **Apple Services LATAM LLC**；(d) 就日本的組織而言，係指地址位於 Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Japan 的 **iTunes K.K.**；(e) 就澳洲、紐西蘭 (包括所屬島嶼、領地及附屬管轄區) 的組織而言，係指地址位於 20 Martin Place, Sydney NSW 2000, Australia 的 **Apple Pty Limited**；(f) 就韓國的組織而言，係指地址位於 7 Ang Mo Kio Street 64, Singapore 569086 的 **Apple Services Pte. Ltd.**；以及 (g) 就提供本服務但未記載於前述條文的所有其他國家或地區境內的組織而言，係指地址位於 Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland 的 **Apple Distribution International Ltd.**。

「**Apple 服務**」係指 App Store、Apple Books、Apple Online Store、AppleCare、iCloud，以及依協議提供給您授權使用者之其他 Apple 服務。

「**Apple 軟體**」係指 iOS、iPadOS、macOS、tvOS、visionOS 及 watchOS 作業系統軟體，或其任何後續版本。

「**授權裝置**」係指由您擁有或控制、被指定僅可由授權使用者或允許使用者使用，並合乎在管理式服務中使用資格的 Apple 品牌裝置。特此敘明，除 Apple 另以書面同意外，個人擁有之裝置 (例如自攜裝置) 不得註冊為管理式服務中的受監管裝置管理 (例如配置於裝置註冊設定)，且並非所有裝置皆有資格加入管理式服務。

「**授權使用者**」係指以下實體的員工、約聘員工與服務供應商：(i) 組織及/或 (ii) 組織的直接或間接全資子公司 (如適用)。若您為醫院，則「授權使用者」一詞也包含持照醫師、轉介醫師和臨床醫療人員。為求明確：(i) 非本定義所指員工、約聘員工和服務供應商的代表人不視為授權使用者；且 (ii) 您得要求，且 Apple 得單方面決定核准將其他類似使用者納為「授權使用者」；但未經 Apple 事前書面同意，「授權使用者」不得包含其他人員。您聲明並保證，所有授權使用者均已達到您所在司法管轄區法定成年年齡。

「**約聘員工**」係指代表任一實體執行工作或提供服務、非按件計酬，並得內部存取該實體私人資訊技術系統 (例如 VPN) 及/或進出受保護實體處所 (例如進出公司設施之識別證) 之自然人。

「**裝置註冊設定**」係指管理式服務中可配置和管理的 Apple 品牌裝置之設定，包括但不限於裝置的初始註冊流程，以及監管裝置、制定強制組態或封鎖 MDM 描述檔的設定。

「**終端使用者授權協議**」或「**EULA**」係指 Apple 軟體適用之軟體授權協議條款與細則。

「**管理式 Apple 帳號**」係指您透過管理式服務之使用所建立與部署的使用者帳號 (包括但不限於儲存空間、行事曆、備忘錄與聯絡資訊)。

「**MDM 伺服器**」係指您 (或代表您的服務供應商) 所持有或控管，且已指定作為與管理式服務通訊之電腦。

「**許可實體**」係指：(a) 若您為汽車製造商，係指您的授權車輛經銷商和認證服務供應商；(b) 若您為旅館經營公司，係指以您名義、商標或品牌 (或是其擁有或控制之名義、商標或品牌) 營運的旅館財產；或 (c) 若您以受限 app 模式在授權裝置上部署 app (即銷售點供應商在 iPad 上部署以 app 為基礎的付款系統)，係指在受限 app 模式下，在授權裝置上使用該 app 之您的客戶。此外，必須依據 Apple Developer Program 授權協議開發與經銷此類 app (例如經銷自訂 app)。為清楚起見，您得要求而 Apple 得核准與上述 (a) 和 (b) 對象類似之其他實體；但是，未經 Apple 事前書面同意，不得將其他實體納入本定義內。

「**許可使用者**」係指您許可實體之員工和約聘員工。

「**個人資料**」係指可合理用以識別本協議下之組織管理之個人的資料。

「**受限 app 模式**」係指透過管理式服務監管和配置 Apple 品牌裝置，以使 (a) 該裝置自動啟動，並於啟動後鎖定單一應用程式，而無法存取其他作業系統功能；或是 (b) 無法經由終端使用者自行個人化之裝置 (例如裝置設定禁止郵件 app 配置個人認證，無法從 App Store 利用個人 Apple 帳號取得大量內容等)。

「**服務供應商**」係指代表您按照本協議提供服務的第三方。

「**伺服器權杖**」係指您的公開金鑰、Apple 帳號和 Apple 提供之權杖三者的結合，其可讓您的 MDM 伺服器註冊管理式服務。

「**輔助處理者**」指代表 Apple 執行與 Apple 提供管理式服務有關的特定任務 (例如處理或儲存資料，以及提供客戶服務) 的第三方。

「**大量內容**」係指可根據本協議所附之「大量內容服務附錄」，作為管理式服務的一部分獲授權或取得的 app、書籍及其他素材或資訊。

2. 管理式服務之使用

2.1 一般規定。作為使用管理式服務的條件，組織承認並同意：

- A. 組織應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與法規，並僅限於本協議及文件明文許可的用途與方式。此責任包括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與法規。
- B. 組織不得將管理式服務用於非法、不正當、不適當或違法活動；
- C. 組織得使用管理式服務管理授權裝置，但以供授權使用者和許可使用者使用為限，不得廣泛為第三方部署 (除本協議另有明文許可)，且組織應就此等使用者對授權裝置之所有使用 (包括但不限於取得內容，以及為使用者提供此裝置受管理功能的適當資訊) 負責；
- D. 組織應就其許可實體 (以及許可實體之許可使用者) 對管理式服務之使用負責，且其許可實體執行的任何操作，皆應視為由組織執行，而組織 (以及其許可實體) 應就一切此類操作對 Apple 負責。
- E. 組織須就在本協議許可下部署其授權裝置一事，獲取其授權使用者和許可使用者之所有必要權利和同意；
- F. 組織有權購買和管理透過管理式服務可能許可之大量內容，並將遵守使用大量內容應適用之所有條款；

G. 必要時，組織應於取得其授權使用者之所有必要授權與同意，以便建立「管理式 Apple 帳號」，並允許 Apple 為「管理式 Apple 帳號」提供管理式服務 (包括處理個人資料)；

H. 組織得為管理式服務加入管理者，但前提是此人員應為組織之員工或約聘員工，或代表組織行事之服務供應商，且組織僅得以管理帳號為目的而加入此類管理者；

I. 組織不得轉售任何已啟用裝置註冊設定的授權裝置，並同意轉售或以任何方式將其移轉給第三方之前，將裝置從管理式服務中移除；且

J. 組織僅得將管理式服務用於自己之內部業務作業和資訊技術目的，不得提供第三方 (不包括第 (c) 項「許可實體」定義之許可實體) 整合或利用管理式服務提供之服務或資訊，或是以任何方式利用管理式服務的裝置或服務，或是 Apple 書面同意之其他情形。

2.2 無其他允許用途。 組織同意不以任何未經本協議授權的方式利用管理式服務，包括但不限於侵入、造成網路容量負擔，或上傳惡意程式碼。試圖為上述行為者，皆侵害 Apple 及其授權人的權利。除本協議明文許可外，組織不得授權、銷售、分享、出租、租賃、轉讓、發布或代管本服務，或允許對管理式服務進行分時共享或用於服務中心，或以其他方式使第三方使用管理式服務 (或其中任何元件)。組織同意不使用管理式服務來上傳、下載、張貼、以電子郵件傳送、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、侵害他人隱私、仇恨、冒犯種族或民族或其他爭議的內容；(ii) 侵害任何著作權或其他智慧財產，或違反任何營業秘密或其他契約或專有權利的任何內容；(iii) 未經同意或授權即傳送之電子郵件訊息、廣告、宣傳資料、垃圾郵件、詐騙郵件或連鎖信；和/或 (iv) 含有病毒的任何內容，或目的為傷害、干擾、限制管理式服務或其他電腦軟體、硬體正常運作的電腦程式碼、檔案或程式。機構進一步同意不將管理式服務用於跟蹤、騷擾、誤導、虐待、威脅或傷害他人，或假冒為任何其他非註冊實體的身分，且 Apple 保留退回或封鎖任何可合理視為或疑似冒用身分，或虛假陳述其他實體或人士姓名或身分之帳號的權利。機構不會干擾管理式服務，或干擾在管理式服務或由管理式服務實施，或由 Apple 軟體或任何其他 Apple 相關軟體或技術實施之任何安全性、數位簽章、數位權利管理、驗證或認證機制，或令他人為上述行為。Apple 保留本協議未明文授予的一切權利，亦保留未以默示、禁反言或其他方式明示或默示授予之其他權限、豁免或權利。

2.3 伺服器權杖之使用。 組織同意，伺服器權杖僅得用於註冊組織的 MDM 伺服器至管理式服務內，以及在授權使用者和許可使用者首次啟動授權裝置時，將裝置註冊設定上傳至授權裝置。組織同意不將其伺服器權杖提供或移轉予其他實體，或與其他實體 (不包括其服務供應商) 共用。組織同意採取適當措施確保伺服器權杖的安全與隱私，並於其遭洩漏，或組織有理由相信它已遭洩漏時予以撤銷。若 Apple 有理由相信有以下情形，則 Apple 保留隨時全權決定撤銷或停用伺服器權杖的權利：(i) 伺服器權杖的安全性與隱私遭到破壞，或 (ii) 本協議發生違約情事。此外，組織理解並同意，將新的伺服器權杖加入 MDM 伺服器前，組織使用管理式服務的能力會因重新產生伺服器權杖而受到影響。

2.4 管理式 Apple 帳號。您得根據本協議為您的授權使用者建立「管理式 Apple 帳號」，以在管理式服務中進行存取與使用。根據您所在國家或地區的可用性，您必須負責決定為授權使用者啟用管理式服務的哪些特色與功能，並在授權裝置上建立、使用管理式 Apple 帳號並進行管理。

欲建立授權使用者使用之管理式 Apple 帳號，需要以下資訊 (可能包括個人資料)：姓名、建議角色、密碼、電子郵件地址 (用於聯繫) 及電話號碼。為保護授權使用者帳號的安全性，以及讓您在線上輕鬆重設授權使用者密碼，您必須對該資訊保密。您同意僅出於您的內部業務或資訊技術目的而部署管理式 Apple 帳號，並僅得為您的授權使用者而部署。您同意不會分享、出售、轉售、出租、租賃或以其他方式，讓您的授權使用者以外之人存取管理式 Apple 帳號。您得從您的帳號停用、暫停或刪除管理式 Apple 帳號 (例如，若授權使用者離開組織)。Apple 有權限制為您的授權使用者建立的管理式 Apple 帳號數量，以及與該帳號相關之授權裝置數量。您為授權使用者啟用的管理式服務某些特色和功能 (例如目錄) 可能需要其他資訊，包括個人資料。

若您供授權使用者或工作人員登入 Apple 服務，或允許您的管理者或授權使用者針對其他 Apple 服務於貴組織註冊，即表示您同意允許 Apple 服務存取及顯示貴組織的相關資訊，以及與您管理者或授權使用者管理式 Apple 帳號相關聯的個人資料，以用於註冊和聯絡用途。您也同意允許 Apple 服務將資料儲存在與這些授權使用者管理式 Apple 帳號相關聯的帳號中，並允許 Apple 在您和/或授權使用者使用 Apple 服務時根據適用法律收集、儲存及處理這類資料。若您在中國大陸，您了解支援 Apple 服務使用的相關 iCloud 功能由雲上貴州 (AIPO Cloud (Guizhou) Technology Co. Ltd) (GCBD) 提供，且您對該功能的使用須遵守 GCBD 營運的 iCloud 條款與細則 (<https://www.apple.com/legal/internet-services/icloud/en/gcbd-terms.html>) (若適用)。您應負責確保您和您的授權使用者，遵守您允許該授權使用者存取 Apple 服務之各管理式 Apple 帳號適用之所有法律。若您的管理者、經理或工作人員存取某些 Apple 服務，Apple 可能會為了其對 Apple 服務的使用與您的授權使用者聯絡。

2.5 許可實體和許可使用者。根據本協議條款，許可實體和許可使用者得存取您帳號下的管理式服務，但不得使用 and 部署管理式 Apple 帳號 (除非事先取得 Apple 的書面核准)。您應負責令許可實體和許可使用者遵守本協議條款，並應就您許可實體或許可使用者違反本協議之任何行為，對 Apple 負責。若您 (或代表您的服務供應商) 在管理式服務加入許可實體擁有之 Apple 品牌裝置，則您向 Apple 聲明並保證，該許可實體已授權您加入該裝置，您可控制該裝置，且您有代表許可實體 (及其許可使用者，若適用) 接受 EULA 的權限。Apple 保留以下權利：全權決定在任何時候，限制組織得允許其許可實體 (或許可使用者) 存取或使用之管理式服務功能或特徵，以及要求從您的帳號中刪除任何許可實體或許可使用者。

2.6 第三方服務供應商。您可以使用服務供應商，前提為此類服務供應商必須是代表您於 Apple Business 存取和使用管理式服務，且遵守本協議，並受您與該服務供應商的書面協議拘束；此書面協議之

條款至少應與本協議條款一樣嚴格且保護 Apple。任何此類服務供應商與管理式服務有關及/或因本協議所生的任何行為，皆應視為您的行為，且您（以及服務供應商）應為所有此類行為（或任何不作為）對 Apple 負責。若服務供應商之任何作為或不作為，可能構成違反本協議，或以其他方式造成任何傷害，則 Apple 保留要求您停止使用此服務供應商之權利。

2.7 Apple 軟體終端使用者授權協議。作為管理式服務的一部分，組織得選擇要求其授權使用者與許可使用者，在某裝置的正常初始啟動程序之外，接受 Apple 軟體的條款與細則。若組織同意以下要求，即得使用管理式服務的此項功能：

- A. 在部署授權裝置為授權使用者與許可使用者執行此類 Apple 軟體之前，組織的授權代表須在 Apple Business 的入口網站，接受該 Apple 軟體的終端使用者授權合約；
- B. 若 Apple 軟體的使用者授權合約出現變更，組織同意在接獲 Apple 通知後，迅速令其授權代表人返回 Apple Business 的入口網站，接受其使用者授權合約，方可繼續使用管理式服務。組織知悉，接受該 EULA 前，將無法使用管理式服務，包括將額外的授權裝置連結至其 MDM 伺服器；
- C. 組織須負責確保將此終端使用者授權合約提供給授權使用者與許可使用者，以及每名授權使用者與許可使用者均知悉和遵守該 Apple 軟體之終端使用者授權合約條款與細則；以及
- D. 組織同意負責取得供授權使用者與許可使用者使用 Apple 軟體之任何必要同意。

為免疑慮，本協議內並無任何規定取代 Apple 軟體的終端使用者授權合約。

2.8 購買大量內容。透過 Apple Business 的大量內容服務購買、授權及發布 app 和書籍的權限，僅適用於位於目前可使用大量內容服務的國家或地區，或在該等國家或地區內有可驗證營運活動的組織。上述可使用國家與地區的列表請參見 <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，或為取得大量內容服務而謊報您的居住國家或地區。

大量內容服務並非預設啟用，啟用與否完全由組織自行決定。您得選擇授予管理者購買授權，並允許其存取管理式服務上的大量內容條款，使其能存取大量內容。您選擇透過大量內容服務進行購買，須遵守本協議所附的《大量內容服務附錄》及本協議的限制。

3. 其他義務

組織聲明並保證：

- A. 對於代表人、管理者、服務供應商、授權使用者、許可使用者及許可實體使用管理式服務及遵守本協議條款之情形，組織將進行監控並為其負責；
- B. 對於組織、其代表人、管理者、服務供應商、授權使用者、許可使用者、許可實體及授權裝置就管理式服務所產生的所有費用、開支、損失和責任及進行的活動，應由組織全權負責；

C. 針對管理式服務之使用，以及透過管理式服務進行的資料 (包括個人資料) 與資訊之使用或收集，組織應全權負責確保遵守所有隱私和資料保護法律 (例如歐洲議會及歐盟理事會於 2016 年 4 月 27 日為保護自然人之個人資料處理與自由流通而頒布、用以取代第 95/46/EC 號歐盟指令的歐盟第 2016/679 號規則，下稱「GDPR」)；

D. 組織應對其涉及個人資料的活動負責 (例如保護、監控與限制對個人資料的存取，防止並解決不適當的活動等)；且

E. 組織將遵守協議條款並履行其在協議下的義務。

4. 資料處理；隱私權與安全性

4.1 個人資料之使用與揭露。Apple 代表您擔任管理式服務的資料處理者，得接收或存取您提供的個人資料，或代表您接收或存取個人資料。簽署本協議，表示您指示 Apple 處理和使用此個人資料，以根據適用法律提供和維護管理式服務。除依法律要求外，Apple 將僅依據您透過管理式服務所發出的指示 (例如，透過管理式服務發出的指示)，以及您發出並經 Apple 書面接受和確認的其他書面指示處理個人資料；依法律要求處理時，Apple 將在處理前告知您該法律要求，除非該法律基於重大公共利益禁止提供該資訊。此外，Apple 亦可能為促進提供軟體更新、產品支援及本服務其他相關功能，為安全和帳號管理目的，以及為驗證是否遵守本協議之條款而處理個人資料。

4.2 資料事件。若 Apple 知悉個人資料因未經授權之人存取管理式服務而遭篡改、刪除或遺失 (「資料事件」)，Apple 將按法律要求立即通知組織，不得有不當延誤，並採取合理措施減少損害並保護資料。Apple 通知或回應資料事件，不得解釋為 Apple 承認對資料事件負有責任或義務。組織必須遵守適用的事件通知法規，並履行涉及資料事件的第三方義務。Apple 不會為識別受特定法律規範的資訊而存取個人資料內容。

4.3 安全程序；合規。在管理式服務中傳輸、處理與儲存個人資料時，Apple 應使用業界標準措施保護個人資料。採取此類措施時，Apple 將盡商業上合理努力對靜態和傳輸中的個人資料進行加密，確保管理式服務的持續機密性、完整性、可用性和復原力，於出現問題時及時恢復個人資料的可用性，並定期測試、評估與評價此類措施的有效性。Apple 將採取適當措施，確保其員工、承包商和輔助處理者遵循安全程序，且 Apple 應確保任何獲得授權處理管理式服務相關個人資料之人均遵循關於個人資料機密性與安全性的適用法律。Apple 得視各地區情況儲存加密個人資料。於 Apple 擔任資料處理者之範圍內，Apple 將協助您遵循以下規範：(a) GDPR 第 28 條或適用之法律下的其他同等義務 (提供所有必要資訊；透過允許實施並協助進行稽核 (Apple Inc. 取得 ISO 27001 和 ISO 27018 認證，應視為足以滿足此稽核要求)；並在 Apple 認為您的任何指示侵害 GDPR 或其他歐洲聯盟或歐洲聯盟成員國資料保護規定時，根據適用法律規定通知您)；(b) GDPR 第 32 條或法律下的其他同等義務 (包括落實本協議第 4.3 節規定的安全程序並維持 ISO 27001 及 ISO 27018 認證)；(c) GDPR 第 33 及 34 條或法律下的其他同等義務 (透過協助您就資料事件對監管機關或

資料當事人進行必要通知)；(d) GDPR 第 35 及 36 條或法律下的其他等同義務要求組織在處理資料前，進行資料保護影響評估或諮詢監管機關；(e) 資料保護監管機關或類似組織對個人資料的調查；以及 (f) 您根據 GDPR 或其法律下的其他等同義務，回應實行資料當事人權利的義務，並盡可能考量適當技術和組織措施資料處理的性質。若您居住的國家或地區位於歐盟境內，則適用與歐盟第 2023/2854 號法規相關的以下附加條款：<https://support.apple.com/guide/deployment/depe03a2705f>。若 Apple 認為無法履行《加州消費者隱私權法案》(CCPA) 或其他適用的資料保護法律與法規所規定的義務，Apple 應通知您。

4.4 輔助處理者。Apple 得向就管理式服務為 Apple 提供服務的輔助處理者提供個人資料。您授權 Apple 以所有 Apple 實體 (見「Apple」之定義) 為輔助處理者，並使用其他輔助處理者；該輔助處理者須依契約負資料保護義務，且此義務的保護程度至少應與本協議相同。若輔助處理者未能履行其在本協議中的資料保護義務，Apple 應在適用法律要求的限度內對該輔助處理者的義務負責。您可傳送電子郵件至 dpo@apple.com 索取本協議下輔助處理者的最新名單。

4.5 資料存取與傳輸；終止；組織為處理者之情形。法律要求及因應要求時，Apple 將確保按照適用法律的規定，採取適當的國際資料傳輸安全保障措施。這些安全保障可能包括 Apple 制定的契約範本條款，或其他您同意在轄區要求時簽訂的 Apple 制定資料移轉協議，請見 <https://www.apple.com/legal/platform-services/datatransfer/>。Apple 針對在參與亞太經濟合作會議 (APEC) 的國家或地區收集的個人資料進行國際傳輸時，需遵守 APEC 跨境隱私保護規則 (CBPR) 體系 (<http://cbprs.org/>) 和資料處理者隱私識別 (PRP) 體系 (<http://cbprs.org/>) 關於個人資料傳輸的規定。若您對我們的 APEC CBPR 或 PRP 認證有疑問或未解決的問題，請聯絡我們的第三方爭議解決供應商 (<https://feedback-form.truste.com/watchdog/request>)。對於您在 Apple 系統之外儲存或傳輸的資料，Apple 概不負責。本協議基於任何原因終止後，除為防範詐欺或法律另有規定外，Apple 應於合理期間內，安全地銷毀 Apple 所儲存、與您使用管理式服務有關的個人資料。組織以資料處理者身為許可實體訂立本協議時，組織聲明並保證，組織乃代表自己以及 (於本文限制之範圍內) 該許可實體訂立本協議。組織特此聲明，其已取得該許可實體的適當同意，得代表該實體以輔助處理者身分簽訂本協議並委任 Apple，且該許可實體就此提出索賠時，組織應對 Apple 負責。Apple 不得以構成「販售」或「分享」(根據 CCPA 中所定義的詞彙或其他資料保護法中的類似概念) 的方式揭露任何個人資料，Apple 也不得從事任何處理與本協議有關且會構成「販售」或「分享」個人資料的活動。

4.6 存取第三方產品與服務。若您選擇存取、使用、下載、安裝或啟用之第三方產品或服務，雖與管理式服務共同運作，但不屬於本服務範圍，則管理式服務可能於使用此類附加服務之必要範圍內，允許該等產品或服務存取個人資料。特定第三方產品或服務也能向 Apple 提供個人資料存取權，例如是否允許授權使用者透過聯邦身分識別提供工具登入 Apple Business。您不需要使用與管理式服務相關的該等附加產品或服務，且您的管理者可以根據本協議限制對該等附加產品或服務的使用。存取、使用、下載、安裝或啟用用於「管

理式 Apple 帳號」的第三方產品或服務之前，請您務必檢視該第三方產品和服務的條款、政策和實例，以了解它們可能向授權使用者收集哪些資料，對這些資料的使用、分享和儲存方式，以及這些實例是否符合您取得的任何同意 (如適用)。

4.7 一般規定。在適用法律允許的範圍內，若 Apple 認為，為執行 Apple 的條款與細則或保護 Apple 的經營或使用者，有揭露個人資料的合理必要，則 Apple 得揭露您的個人資料。此外，公司重整、合併或出售時，Apple 得將您提供的一切個人資料移轉予相關當事人。此類揭露不適用於任何內容之資料收集作業 (含第三方 app)。購買或下載作為 Apple Business 服務一部分的內容前，您應審閱此等內容的條款、政策和作業。若第三方就個人資料對 Apple 提出要求 (「第三方要求」)，Apple 將於法律允許之範圍內，告知您其接獲第三方要求之事，並通知要求者轉向您提出第三方要求。除法律另有規定或第三方另有要求外，應由您負責回應第三方要求。

此外，Apple 及其關係企業與代理人得以不識別授權使用者個人身分的方式，收集與處理彙總的統計診斷、技術、使用情況及相關資訊，以提供和改進 Apple 的裝置與服務 (包括管理式服務)，用於稽核、資料分析和研究等內部用途以改善 Apple 的裝置、服務及與客戶的溝通，為您提供與管理式服務或軟體有關的軟體或軟體更新、裝置支援和其他服務 (若有)，維護安全及進行帳號管理，以及驗證本協議的遵守情形。Apple 得在提供和改善管理式服務所需的範圍內，與 Apple 授權經銷商分享根據本第 4.7 節收集的資料。依照本節收集的資料，將遵循 Apple 的隱私權政策進行處理，隱私權政策參見 <http://www.apple.com/legal/privacy>。

5. 其他合規義務

您不得使用、出口、轉出口、進口、銷售或轉讓管理式服務或 Apple 軟體，或是其任何部分，除非受到美國法律、您取得管理式服務或 Apple 軟體的司法管轄區域法律，及/或任何其他適用法律和法規之授權。尤其不得將 (包括但不限於) 管理式服務及 Apple 軟體出口或轉出口：(a) 至任何美國禁運國家或地區，或 (b) 予美國財政部特別指定制裁人員名單，或美國商務部拒絕出口對象或主體名單上的任何人。您一旦使用管理式服務或 Apple 軟體，即聲明和保證您非位於前述任何禁運國家或地區，亦未列名於前述名單。您亦同意不會將管理式服務或 Apple 軟體，用於美國法律禁止之任何目的，包括但不限於開發、設計、製造或生產核子、飛彈、化學或生物武器。

您聲明並保證您或任何直接或間接控制您，或與您受共同控制的實體或個人，並未：(a) 名列於提供管理式服務的國家或地區的制裁名單，(b) 在任何美國禁運國家或地區境內從事業務，以及 (c) 為 15 C.F.R § 744 所定義及位於其涵蓋範圍內的軍事終端使用者。本 5 節所稱之「控制」指一實體或個人直接或間接對其他實體的管理政策享有主導或促使他人主導的權力，不問透過具表決權之證券的所有權、對登記資本額的權益、契約或其他方式。

6. 裝置管理功能

Apple 可能供組織在符合資格的 Apple 品牌裝置上配置、管理及強制執行管理設定的功能 (即「**裝置管理功能**」)。裝置管理功能並非預設啟用，啟用與否完全由組織自行決定。裝置管理功能的可用性、效能及功能可能因地區、裝置、作業系統或配置而異，並可能隨時作為管理式服務的一部分遭到修改、限制或終止。組織對其裝置管理功能的使用負有全部責任，包括遵守適用法律、管理授權裝置和授權使用者，以及透過管理式服務註冊之裝置的安全、配置和操作。

7. 組織提供的套件

透過管理式服務，您的管理者或可提供指向組織提供之套件 (包括 app、圖像、字型 and 系統更新) 的連結 (各稱「**套件**」)，供授權使用者和許可使用者下載。作為使用此服務的條件，您聲明並保證：(a) 組織對其透過管理式服務提供連結的套件負有全部責任，包括支付與使用該套件相關的費用；(b) 組織擁有一切必要權利、授權、同意及許可，得為授權使用者及許可使用者提供套件連結，並使用管理式服務促進提供 (包括向授權使用者及許可使用者展示連結、名稱及圖像，以及依組織指示於下載套件後執行安裝)；(c) 套件 (包括其任一部分) 或授權使用者及許可使用者的使用，均未違反或侵犯 Apple 或第三方的任何權利，包括智慧財產權、任何法律，或任何適用的 Apple 或第三方協議或隱私權政策；(d) 套件可能另受您與第三方之間的條款拘束。組織有責任確保其遵守上述條款，並確保每位授權使用者和許可使用者均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或侵害組織與第三方之間的任何條款；且 (f) 組織不得利用管理式服務傳輸侵權、誹謗或其他非法或侵權的資料，或儲存或傳輸侵犯第三方權利的資料。此功能僅限設立於美國的組織使用，在其他國家或地區無法使用。若 Apple 合理認定特定套件可能違反適用法律、侵害第三方權利或違反本協議，Apple 得自組織的帳號中移除指向該套件的連結。

8. 訂閱方案

管理式 Apple 帳號的額外 iCloud 儲存空間訂閱 (「**iCloud 儲存空間訂閱**」) 及商務版 AppleCare+ 服務專案訂閱 (「**商務版 AppleCare+ 服務專案訂閱**」) 僅限設立於美國的組織使用，在其他國家或地區無法使用。您得授權管理者購買並存取 iCloud 儲存空間訂閱 (受《iCloud 條款與細則》及本協議拘束) 或商務版 AppleCare+ 服務專案訂閱 (受《商務版 AppleCare+ 服務專案條款與細則》及本協議拘束)，使管理者獲得一或多項訂閱。

商務版 AppleCare+ 服務專案訂閱可供您為組織擁有的裝置和自攜裝置購買商務版 AppleCare+ 服務專案使用者訂閱，以及為組織擁有的裝置購買裝置訂閱。此類訂閱可為 Apple TV、iPad、iPhone、iPod、Mac 或其他經 Apple 書面授權的裝置及其原包裝內所附配件提供硬體服務和技術支援服務，並受個別條款、條件及限制規範。根據《iCloud 條款與細則》及《商務版 AppleCare+ 服務專案條款與細則》(如適用)，您於 Apple Business 的訂閱將持續有效，並將按月收費，直至取消為止。您得隨時於 Apple Business 入口網站變更或取消訂閱。每月帳單將根據前一個月的使用情況計算，並包含所有適用稅金。如需了解如何

變更或取消訂閱，請參見 <https://support.apple.com/guide/business/axma756c6228>。如需了解使用費的計算方式，請參見 <https://support.apple.com/guide/business/axmb4509c4c3>。若組織享有免稅資格，您亦可在註冊資訊中調整您的稅務狀態。您有責任及時支付所有費用，並向 Apple 提供有效的付款方式來支付所有費用。您同意，Apple 得儲存您提供的付款方式，並透過該付款方式收取所有費用，包括適用的稅金。

在符合當地法律的情況下，若付款系統或金融組織提供相關資訊，Apple 得根據您的付款方式所涉及的該等資訊，自動更新您的付款資訊。即使 Apple 無法扣款，您仍須承擔所有待付金額的相關責任，我們得嘗試再次收取該筆款項，或要求您提供其他付款方式。若您逾期未付款，Apple 有權限制您新增其他訂閱方案或終止您現有的訂閱方案。縱使本協議終止，或您的訂閱變更或取消，Apple 亦無義務退還您已支付的任何費用。

以不超過 <https://support.apple.com/guide/business/axme884379fa> 所述限制為前提，若您直接向 Apple 購買，則可新增商務版 AppleCare+ 服務專案訂閱。本節適用於您直接向 Apple 購買商務版 AppleCare+ 服務專案訂閱的情況；若您是向 Apple 授權經銷商購買商務版 AppleCare+ 服務專案訂閱，則計費及其他訂閱條款應以您與該經銷商之間的協議為準。

9. 終止之效力

本《管理式服務附加條款》第 1 節、第 2.5 節第二句、第 2.6 節第二句以及第 4 至第 10 節於本協議屆滿或終止後應繼續有效。縱本協議終止或屆滿，亦不免除您或 Apple 因違反協議而產生的任何責任。本協議僅依其條款終止時，當事人無需對他方承擔任何形式的損害賠償責任，且本協議的終止不影響任一方當事人的其他權利或救濟。

10. 其他免責聲明

對於因管理式服務的使用、誤用、依賴、無法使用、中斷、暫停或終止，或因您的授權終端使用者使用前述內容所生的索賠，Apple 概不負責。

大量內容服務附錄

管理式服務附加條款

以下條款為《管理式服務附加條款》之補充，適用於您對大量內容服務的使用。

附註：大量內容服務僅限位於目前可使用大量內容服務的國家或地區，或在該等國家或地區內有可驗證營運活動的組織使用。上述可使用國家或地區的列表請參見 <https://support.apple.com/102867>。若組織不符合此地理要求，則您無權使用大量內容服務，且與大量內容服務相關的特定條款亦不適用於組織。

1. 使用大量內容服務

- A. 您得使用大量內容服務：(a) 僅以發布予您的授權使用者並供其使用為目的，根據《Apple 媒體服務約定條款》，大量授權或購買 App Store 上可供貴組織取得的 app 及其他內容（下稱「**App Store 內容**」），或 (b) 僅以發布予您的授權使用者並供其使用為目的，大量授權或購買 Apple Books 上可供貴組織取得的 Apple Books、電子書、有聲書及其他內容（下稱「**Apple Books 內容**」）；視情形而定（以上合稱「**大量內容服務**」）。您根據本協議獲得授權或取得的 App Store 內容，應構成「**App Store 大量內容**」；您根據本協議獲得授權或取得的 Apple Books 內容，應構成「**Apple Books 大量內容**」。「App Store 大量內容」與「Apple Books 大量內容」統稱為《管理式服務附加條款》第 1 節所述的「大量內容」。
- B. 您同意，組織使用大量內容服務和大量內容須受 Apple Business 服務條款（特此敘明，包括本《管理式服務附加條款》和本《大量內容服務附錄》）以及《Apple 媒體服務約定條款》（<http://www.apple.com/legal/internet-services/itunes/>）規範，其透過引用納入本文（統稱「**本條款**」）。如有抵觸或不一致，Apple Business 服務條款應優先於《Apple 媒體服務約定條款》適用。
- C. 您同意僅使用具有適當權限的管理者帳號，由大量內容服務購買、管理及發布大量內容。

2. App Store 內容銷售

- A. 您僅得在貴組織所在的國家或地區（下稱「**指定區域**」）使用大量內容服務。
- B. App Store 內容的內容代碼僅得發布予指定區域內的授權使用者，並由其兌換。但 App Store 大量內容可透過「受管理發布」（定義詳後），指派予該大量內容可商用之國家或地區的授權使用者；此類國家或地區可能隨時變動。
- C. 您僅得於指定區域內的 App Store 使用大量內容服務購買 App Store 內容，後續的下載或指派不會在您與其他 Apple 實體間建立單獨的協議或銷售交易。您同意，您不得使用大量內容服務來規避任何國家或地區的法律，或是大量內容提供者所設定的限制。

3. 付款、稅金和退款政策

- A. 您同意，組織應為透過組織帳號購買的所有大量內容支付費用，您或使用組織帳號的其他購買者有權代表組織進行購買，且 Apple 得儲存您的付款方式，並就購買的大量內容或您的帳號所累積或與之相關的額外金額 (包括稅金和滯納金，如適用) 收取費用。您有責任及時支付所有費用，並向 Apple 提供有效的付款方式來支付所有費用。所有費用將透過您在註冊過程中指定的付款方式收取，或依本條款更新後的付款方式收取。
- B. 您同意根據要求，為貴組織提供並維護準確完整的帳單及付款資訊，以完成購買。
- C. 您的總價中將包含大量內容的價格，加上任何根據帳單地址以及購買時有效之交易稅率計算的適用交易稅 (銷售稅、增值稅、商品和服務稅或類似稅金)。我們僅在數位商品須納稅時收取稅金。您了解並同意，若您將大量內容指派給貴組織所在指定區域以外的授權使用者，則您應負責確定並支付因此所生的任何稅款或徵費。
- D. 若您是代表免稅組織或個人提出訂單，請透過 <https://support.apple.com/business-education-programs> 聯絡支援人員。請備妥免稅證明。
- E. 透過大量內容服務提供的大量內容價格可能隨時變動，且大量內容服務於降價或促銷時亦不提供價格保障或退款。
- F. 所有大量內容銷售一經售出，恕不退換。縱有前述規定，若大量內容在交易完成後、首次下載前變為無法取得，您唯一的救濟措施為退款。若應予退款，Apple 保留停用未使用的內容代碼 (定義見下文) 的權利，以及透過「受管理發布」(定義詳後) 指派 App Store 內容的權力。若遭遇技術問題，導致您並未收到大量內容，或大量內容的交付時間不合理地延遲，您唯一的救濟措施為重新核發大量內容授權，或取回已支付款項 (由 Apple 決定)。
- G. 若貴組織位於台灣，則您必須根據要求向 Apple 提供您的統一編號。
- H. 若貴組織位於菲律賓，即您聲明您 (i) 為政府機關 (包括公立學校) 或 (ii) 經商 (包括私立學校)。若貴組織經商，則您必須根據要求向 Apple 提供您的菲律賓納稅人身分證號碼。

4. 大量內容餘額

- A. 未使用的大量內容餘額不得兌換現金，亦不得退回以取得現金退款 (法律規定者除外)、轉售、用於購買 Apple Gift Card 或在 Apple 直營店使用。
- B. 在指定區域購買之大量內容的未使用餘額，僅得於指定區域內透過大量內容服務進行兌換。
- C. 大量內容餘額若遺失或遭竊，Apple 概不負責。若大量內容的購買是透過詐欺手法取得，或在大量內容服務中使用，Apple 有權關閉您的帳號並要求您支付額外費用。
- D. 對於大量內容餘額、大量內容、內容代碼或大量內容服務計畫，Apple 及其被授權人、關係企業與授權人未提供明示或默示的保證，包括但不限於關於適銷性或適用於特定用途的明示或默示保證。這些限制不一定適用您。

5. 查核權

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

- i. 停用您的管理式 Apple 帳號；
- ii. 在您使用信用卡提交訂單的情況下，就您為透過大量內容服務交付之商品支付的價金與 Apple 於您提出訂單之日就同一商品向一般大眾收取的金額 (以下 5(b) 為準) 之間的差額，向您的信用卡請款；以及
- iii. 若您並非以信用卡付款，(a) Apple 就您透過大量內容服務為交付之商品支付的價金與 Apple 就同一商品向一般大眾收取的金額 (以本協議第 5(B) 節為準) 之間的差額向您請款，且您應於請款之日起十五天內付款，且 (b) 在您未按時支付請款的款項時，依管理式服務附加條款第 5 節對您採取法律行動，勝訴方有權獲得律師費的補償。

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

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

6. 大量內容可用性

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

7. 內容發布方式

A. 您可透過以下方式，將大量內容發布予授權使用者 (於各情況下，均須遵守第 8 及第 9 節的進一步規定)：

- i. 發布由 Apple 產生的英數代碼 (「內容代碼」)，此代碼可於 App Store 兌換特定 App Store 內容，或於 Apple Books 兌換特定 Apple Books 內容；
- ii. 將大量內容指派予與授權使用者相關聯的特定 Apple 帳號或管理式 Apple 帳號 (下稱「使用者指派」)；
- iii. 以 App Store 大量內容為限，直接指派至由您或您的授權使用者擁有或控制的唯一 iOS、watchOS、iPadOS、macOS、tvOS 或 visionOS 裝置 (下稱「裝置指派」；「使用者指派」與「裝置指派」均稱為「受管理發布」)，在此情況下：(a) 您必須為每部唯一裝置分別購買授權 (即不得由多部裝置共享單一授權)；且 (b) 就您的授權使用者針對 App Store 大量內容訂立的終端使用者授權協議、使用條款或其他協議而言，您將被視為「終端使用者」。

B. 僅為便利您起見，Apple 同意允許您：(1) 使用一組內容代碼將 App Store 內容同步至多部裝置，數量以您所購買的代碼數量為限（無需兌換多組代碼），但您同意同步的副本數不得超過您購買的代碼數量；以及 (2) 購買同一 Apple Books 內容的多個副本，並發布予授權使用者進行兌換。此彈性空間可能僅在有限的期間內提供，Apple 不保證未來將提供此類彈性。

8. 內容代碼發布

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

B. 您僅得將內容代碼發布予您的授權使用者，且您同意根據購買的內容類型，在用以發布內容代碼的工具（如憑證、卡片、電子郵件）中提供以下《授權使用者條款與細則》：
<https://www.apple.com/legal/internet-services/itunes/giftcards/ww/>。

9. 受管理發布（使用者指派與裝置指派）

大量內容購買完成後，您有權將以下內容指派予您的授權使用者：(i) 您購買的特定 Apple Books 大量內容，依所選數量，透過「使用者指派」方式指派；或 (ii) 您購買的特定 App Store 大量內容，按所選數量，透過「使用者指派」或「裝置指派」方式指派；但您的授權使用者必須 (i) 擁有有效的 Apple 帳號或管理式 Apple 帳號（且須接受本條款），並具備相容的硬體、軟體及網際網路連線；以及 (ii) 接受您透過 MDM 解決方案發出的邀請，將其 Apple 帳號或裝置（如適用）與貴組織建立關聯。此權利不會過期，視特定產品的供應情形而定。

10. 其他限制；聲明

A. 您不得轉售大量內容，或以發布大量內容換取任何形式的報酬，亦不得向授權終端使用者以外之人發布或授權發布大量內容。就您對大量內容的使用，以及內容提供者或 Apple 因此所受的損失或所負的責任，應由您單獨負責。

B. 您不得將大量內容出口至指定區域之外使用，亦不得主張您有權或有能力為此行為。但以本條款允許之範圍為限，您得將 App Store 大量內容指派予指定區域之外的授權使用者。

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

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

E. 您承認，大量內容遺失及所有權移轉的風險，在以電子傳輸予您後即移轉予您。若 Apple 認定大量內容以詐欺手法取得或使用，Apple 有權關閉所有適用的 Apple 帳號並要求支付額外費用。

F. 使用大量內容服務，即表示您同意取得大量內容供您和您的授權終端使用者代表您使用。

11. 其他免責聲明

對於因大量內容服務或大量內容的使用、誤用、依賴、無法使用、中斷、暫停或終止，或因您的授權終端使用者使用前述內容所生的索賠，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.