

## **Apple Business Connect Terms of Use**

Effective Date: October 15, 2024

THESE TERMS OF USE (“TERMS OF USE” OR “AGREEMENT”) CONSTITUTE A LEGAL AGREEMENT AND ARE ENTERED INTO BETWEEN APPLE INC. (“APPLE”) AND YOU, AND GOVERNS YOUR ACCESS TO OR USE OF THE BUSINESS CONNECT SERVICES AND ANY RELATED DOCUMENTATION PROVIDED BY APPLE (I) ASSOCIATED WITH THE ACCOUNT CREATED, ACCESSED OR USED BY YOU IN CONNECTION WITH THESE TERMS OF USE, OR (II) ANY OTHER SERVICES, PROGRAMS, OR PRODUCTS THAT INCORPORATE BY REFERENCE THESE TERMS OF USE (COLLECTIVELY, “BUSINESS CONNECT SERVICES” OR “SERVICES”).

You certify to Apple and agree that You are of the legal age of majority in the jurisdiction(s) in which You reside (at least 18 years of age in many countries) and have the right and authority to enter into these Terms of Use on Your own behalf

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

THE 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 LANGUAGE OTHER THAN ENGLISH, THE ENGLISH LANGUAGE VERSION SHALL GOVERN AND CONTROL IN THE EVENT OF ANY CONFLICT WITH ANY TRANSLATION INTO ANY OTHER LANGUAGE (TO THE EXTENT THIS DOES NOT CONTRADICT MANDATORY PROVISIONS OF APPLICABLE LAW).

In consideration of the foregoing and of the mutual promises and covenants set forth herein, You and Apple (collectively, the “Parties”) agree as follows:

### **1. Using Business Connect Services**

- a. Access. You must log into the Services using Your Apple Account. Information associated with Your Apple Account, such as your email address and age, will be used to determine whether you are eligible to create an account on the Services. The name, email address, and phone number associated with Your Apple Account will be used for Your account on the Services. If you delete your Apple Account, you will no longer be able to log into the Services using that Apple Account. Apple may also provide access to the Services through a Business Connect Application Programming Interface (“Business Connect API”) that Apple makes available to you through the use of keys associated with Your account on the Services. You agree not to access Business Connect other than through the Business Connect web portal or Business Connect API, and Your use must comply with the technical or other specifications or documentation that Apple provides to You for use in connection

with the Services (“Documentation”). For the avoidance of doubt, the Business Connect API is deemed a part of the Business Connect Services.

By using the Services, You agree that You are acting on behalf of an entity or business (“Business”). Any information that You submit through Your use of the Services on behalf of the Business may be retained for the purposes of providing and improving the Services, Apple Maps, and other associated Apple products and services.

- b. Account. As a registered user of the Services, You must establish an account to use the Services. Your Apple Account will be associated with Your Services account, any keys provided to You by Apple with Your Services account, and any activities that occur through use of Your Services account. You are solely responsible for Your Services account and any associated keys, including maintaining the confidentiality and security of Your account and such keys. You may not reveal Your Services account information or keys to anyone else or allow anyone to use Your account or keys, or use anyone else’s account or keys without authorization. You are entirely responsible for all activities that occur on or through Your Services account and through use of keys associated with Your Services account, and You agree to immediately notify Apple of any unauthorized use or any other breach of security. Apple will not be responsible for any losses arising out of the unauthorized or other improper use of Your Services account or keys by You. A registered user’s information (e.g., name, email, submitted Business Connect Content) may be visible by other users registered under the same Services account for the purposes of providing and maintaining the integrity of the Services.
- c. System Requirements. Use of the Services requires compatible hardware, internet or mobile access, certain software, and may require obtaining updates or upgrades from time to time. Fees may apply to these system requirements. Because use of the Services involves hardware, software, and internet and/or mobile access, Your ability to use the Services may be affected by the performance of these factors. High-speed internet and/or mobile access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility. You further acknowledge and agree that the Services constitute commercial services for commercial use.
- d. Your Information. You agree to provide accurate, current, and complete information required to register with Apple for the Services and at other points as may be required in the course of using the Services, including, but not limited to, company name, physical address, or other information as requested (“Business Information”). To the extent Business Information also constitutes Business Connect Content, the terms that apply to Business Connect Content will apply to such Business Information. You acknowledge and agree that You are solely responsible for any Business Information that You upload, download, post, transmit, store or otherwise make available through Your use of the Services. Without limiting anything herein, Your information may be used for the purposes of providing the Services, preventing fraud, and communicating with you about

the Services, including about updates, new features, and promotions. You acknowledge and agree that Your use of the 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 practicable 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. You hereby confirm that any Business Information You already have provided to Apple (including, without limitation, through prior use of the Services) has been accurate, current and complete. You further agree to maintain and update Your Business Information as required to keep it accurate, current, and complete. You understand and acknowledge that failure to provide, update, and maintain accurate, current, and complete information pursuant to these Terms of Use may lead to suspension or termination of Your access to or use of the Services at any time.

You acknowledge and agree that Apple may retain in its records Your Business Information, Your account, and information about Your use of the Services, including as may be required by the laws and regulations 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 [apple.com/privacy](https://apple.com/privacy), and that such retention may persist beyond Your cessation of use of the Services.

- e. Updates; No Support or Maintenance. Apple may extend, enhance, or otherwise modify the Services (or any part thereof) provided hereunder at any time without notice, but Apple shall not be obligated to provide You with any bug fixes, updates, upgrades, modifications, enhancements, or new releases or versions ("Updates") to the 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 license in which case the terms of that license will govern. You acknowledge and agree that such Updates may affect Your ability to use, access, or interact with the Services. You acknowledge and agree that Apple is not obligated to provide any maintenance, technical, or other support for the Services. You also acknowledge and agree that Apple has no express or implied obligation to announce or make available any Updates to the 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. Apple shall not be liable for any losses, damages, or costs of any kind incurred by You or any other party arising out of or related to any such suspension or discontinuation or any such Updates of the Services.
- f. Availability. Apple does not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed by the Services. You are responsible for Your use of the Services, and if You use such Services, then it is Your responsibility to maintain an appropriate alternate backup of all Your content, information, and data, including but not limited to any Business Information or Business Connect Content that

You may provide to Apple as part of Your use of the Services. You understand there may be storage capacity, transmission, and/or transactional limits for the Services. If You reach such limits, then You may be unable to use the Services or may be unable to access or retrieve data from the Services.

## **2. License Grant and Restrictions**

- a. Your Use of the Services. Subject to these Terms of Use, You are granted a limited, non-exclusive, revocable, non-sublicenseable, and non-transferable right to access and use the Services, with no right to reproduce, distribute, or transform the Services, in any format now known or hereafter devised, provided that You may make and distribute a reasonable number of copies of any analyses, reports, data, and other information developed by Apple relating to use of the Services (“Business Connect 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 Business Connect API. To the extent You choose to use the Services, You do so at Your own initiative and agree to use the Services only as expressly permitted in these Terms of Use, in accordance with any applicable laws or regulations, or additional policies, terms or guidance as required by Apple. You agree to access and use the Services only through the mechanisms provided by Apple and in accordance with any Documentation.

You acknowledge that the 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 writing. You also acknowledge and agree that You are solely responsible for any photos, logos, branding, ratings, reviews, or other content that You upload, download, post, transmit, store or otherwise make available through Your use of the Services (“Business Connect Content”), which includes ensuring that You have the necessary permissions and consents to use and provide Business Connect Content to Apple. You further acknowledge that any Business Connect Content that You provide through the Services may be made publicly available.

Apple may use Business Connect Content to provide and improve the Services, Apple Maps, and other Apple products and services. Before we use any content for such purpose, we may remove any personally identifiable information and disassociate such content from your Apple Account.

- b. Guidelines on Your Use of the Services. Your use of the Services must follow the rules set forth in this section or otherwise described at <https://support.apple.com/guide/apple-business-connect/abcbd54fc72a>, either of which may be updated from time to time (the “Guidelines”). Apple may monitor use of the Services to ensure that You are following these Guidelines.
  - i. Prohibited Use Guidelines. You must not:

1. attempt to gain unauthorized access to or exploit any portion or feature of the Services;
2. remove, obscure or alter any copyright notices, trademarks, or any other proprietary rights or legal notices, documents or hyperlinks that may appear in or be provided through the Services;
3. create derivative works, copy, or modify any portion of the Services, use the Services to create or enhance a competing service or product, or access or use the Services in any unauthorized manner that attempts to copy, extract, scrape or reutilize any portion of the Services, including, but not limited to, unauthorized bulk downloads of content or data, or the creation of any databases based upon data or content provided through the Services;
4. exploit the Services in violation of these Terms of Use or in any unauthorized way whatsoever, including, but not limited to, using the Services to transmit any computer viruses, worms, trojan horses or other malware, or by trespass, burdening network capacity, improperly manipulating and/or falsifying information within the Services, or otherwise interfering with other users' enjoyment of the Services;
5. create any code or program that would disable, hack or otherwise interfere with any security, verification or authentication mechanisms implemented in or by the Services;
6. use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and You agree that Apple is not in any way responsible for any such use by You;
7. sell access to the Services in any way or fraudulently create an account or induce anyone to violate these Terms of Use;
8. cache, pre-fetch, or store any data provided by Apple through the Business Connect API in any unauthorized manner;
9. take any action to interfere with the normal operation of any API or keys provided by Apple;
10. analyze or use the Services in any manner to attempt to derive the identity of any end user or device or otherwise attempt to correlate data provided through the Services with any end user or device; or

11. use or manipulate any Business Information, Business Connect Content, or the Services or any data or content provided through the Services in violation of these Terms of Use or any applicable laws or regulations.

ii. Business Connect Content Guidelines. Business Connect Content must not:

1. include any content that (i) You do not have permission, right or license to use, or (ii) infringes on the rights of any third party (for example, each person depicted in a photo must be either an owner or employee of Your business whose permission you have obtained, or was paid or volunteered to be in the photo);
2. include personal, private, or confidential information belonging to others;
3. include a request for personal information from anyone, including from a child under the age of 13 (or relevant age in your jurisdiction);
4. impersonate or misrepresent Your affiliation with another person or entity;
5. include or transmit spam, including, but not limited to, unsolicited advertising, promotional materials, or informational announcements;
6. offer any kind of compensation or incentive in exchange for a rating or review;
7. engage in or promote any illegal, fraudulent or manipulative activity;
8. include any content that is dishonest, misleading or irrelevant to your business;  
or
9. include any defamatory, libelous, abusive, vulgar, offensive, derogatory, harmful, unlawful, deceptive, harassing, threatening, hateful, violent, obscene or pornographic content or content that may otherwise be objectionable.

- c. License Grant to Apple. You hereby grant to Apple a non-exclusive, royalty-free, sublicenseable, irrevocable, perpetual, worldwide, fully paid license to use, store, reproduce, modify, transmit, publish, publicly display, distribute, redistribute, copy, index, translate, make available, create derivative works based upon, and otherwise exploit the Business Information and Business Connect Content (which shall be deemed to include all content, including text, images, trademarks, brand features, or any other intellectual property contained therein or accessible therefrom) within the Services, Apple Maps, other Apple products and services, and any other uses permitted under these Terms of Use, as well as related marketing and for internal purposes. You further grant to Apple, at no charge, the perpetual, world-wide, royalty-free, nonexclusive, irrevocable, fully paid-up, transferable, sublicenseable (including multiple tiers) right and

license to use and exploit in any manner all suggestions, comments, and other forms of feedback regarding the Services or Apple IP, together with all intellectual property rights or other proprietary rights therein, provided by or on behalf of You to Apple (collectively, “Feedback”). Any Feedback You provide on the Service will not be deemed Your Confidential Information. Apple will be free to use such information on an unrestricted basis.

- d. Right to Reject. Apple reserves the right to review and: (i) reject, remove or cancel Your account, Business Information, or Business Connect Content (or any portion thereof) at any time and for any reason, including, but not limited to, belief by Apple that placement of Business Connect Content may subject Apple to criminal or civil liability, may contravene the Terms of Use or Apple’s policies, may negatively impact Apple’s brand, or may be adverse to Apple’s business interests; or (ii) modify Your Business Information or Business Connect Content. The fact that Apple has not rejected, removed or cancelled any Business Information or Business Connect Content will not in any way waive, reduce, limit or otherwise affect Your responsibilities and obligations under these Terms of Use. Any Business Information or Business Connect Content that Apple has removed from the Services may not be resubmitted.
- e. Business Connect API. Apple reserves the right to revoke Your Business Connect API keys and similar credentials at any time in its sole discretion, even if Your use of the Business Connect API meets the Documentation and the terms of this Agreement. If requested by Apple, You agree to promptly provide information regarding Your implementation of the Business Connect API to Apple. You also agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such implementation.
- f. 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 Your Business Connect Content or otherwise affect Your use of the Services (“Testing”), which, unless otherwise agreed, is Apple Confidential Information and governed by these Terms of Use. You agree to not disclose any non-public information regarding such programs, products, or features, including their existence.
- g. Right to Limit Access. Apple may impose limits and restrictions on the use of or access to the Services, may remove the Services for indefinite time periods, or may cancel the Services (or any part thereof) at any time without notice or liability to You and in its sole discretion.

### **3. 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 any Business Connect

Content submitted by You, provided that the Business Connect Content does not incorporate any Apple intellectual property, including code, tools, and technology used in connection with the Services ("Apple IP"), or any other Apple Confidential Information. Apple retains all right, title and interest in: (i) the Apple IP; and (ii) all analyses, reports, data, and other information developed by Apple, including any Business Connect Analytics, whether or not disclosed to You. 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 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 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 and other laws, and that You will not use such proprietary information or materials in any way whatsoever except for use of the Services in compliance with these Terms of Use.

- b. Copyrights. All copyrights in and to the Services are owned by Apple and/or its licensors.
- c. Trademarks. Apple, the Apple logo, and other Apple trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of Apple Inc. in the U.S. and/or other countries. You are granted no right or license with respect to any of the aforesaid trademarks or any use of such trademarks.

- 4. Representations and Warranties.** You represent, warrant, and agree that: (a) You have full power to enter into and carry out Your obligations under these Terms of Use, and upon Apple's request, You can and shall immediately demonstrate such power and/or authorization to Apple's satisfaction, and understand and acknowledge that Your failure to do so will be deemed a material breach of these Terms of Use; (b) Your acts and practices in accessing or using the Services and Your Business Connect Content and Business Information are and shall remain in full compliance with these Terms of Use and all applicable legal and regulatory requirements, including those of the jurisdiction(s) in which You reside or are located or to which You are subject, and those of each jurisdiction in which Your Business Connect Content are displayed; (c) AS BETWEEN YOU AND APPLE, YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY DATA OR CONTENT THAT YOU PROVIDE TO APPLE; (d) You hold the necessary rights, authorizations, permissions, and consents to use the Business Information and Business Connect Content, to permit all uses of the Business Information and Business Connect Content in connection with the Services, and to permit all uses of the Business Information and Business Connect Content by Apple as permitted herein, and shall be responsible for maintaining such authorizations, permissions, and consents during the term of these Terms of Use; (e) You can and shall remove any Business Connect Content or Business Information if and to the extent You no longer have all necessary rights, authorizations, permissions, or consents to use such Business Information or Business Connect Content; (f) You will not knowingly breach or circumvent any security measures of the Services or any connected or related system; (g) none of the Business Information or



Business Connect Content or the use thereof does or will: (i) infringe on any third party's copyright, patent, trademark, trade secret, or any other intellectual property or proprietary rights; (ii) violate any law, statute, ordinance, or regulation, including, without limitation, any privacy laws or regulations or any laws or regulations governing export control and applicable sanctions; (iii) be defamatory or trade libelous; (iv) be pornographic or obscene; or (v) contain malware, spyware, viruses, Trojan horses, worms, time bombs, ransomware, or other similar harmful or deleterious programming routines; and (h) if You access, use, or implement the Services on behalf of a third party: (i) You are and shall be lawfully authorized to access, use, or implement the Services on behalf of each such third party in that capacity; (ii) Your access, use, or implementation of the Services shall not exceed the lawful authorization provided by each such third party; (iii) You have agreed to these Terms of Use and any other obligation required to use the Services; and (iv) the Business has authorized You to communicate with Apple as reasonably necessary, including to validate the authorizations specified in Subsection (d) above or to provide information or materials required by applicable law or regulations, and You shall assist Apple in such communications upon at Apple's request.

## **5. Disclaimer of Warranties; Limitation of Liability**

- a. YOU MAY HAVE NON-EXCLUDABLE RIGHTS OR REMEDIES UNDER LAWS IN YOUR JURISDICTION. NOTHING IN THESE TERMS OF USE 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 THESE TERMS OF USE SHALL APPLY ONLY TO THE MAXIMUM EXTENT SUCH LIMITATIONS ARE PERMITTED BY LAW.
- b. APPLE DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME APPLE MAY REMOVE THE SERVICES (OR PARTICULAR SERVICES THEREIN) FOR INDEFINITE PERIODS OF TIME, OR CEASE TO OFFER THE SERVICES IN THEIR ENTIRETY OR IN PART, AT ANY TIME, WHERE NECESSARY TO PROTECT APPLE'S INTERESTS.
- c. APPLE DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT THE 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 SERVICES ARE APPROPRIATE OR PERMISSIBLE FOR YOUR USE IN A PARTICULAR LOCATION.
- d. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICES IS AT YOUR SOLE RISK. THE 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, TITLE, ACCURACY, AND NON-INFRINGEMENT. APPLE DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE FREE FROM NETWORK FAILURES, LOSS,

CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND APPLE DISCLAIMS ANY LIABILITY RELATING THERETO.

- e. 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 ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR YOUR USE OF OR ACCESS TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR 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 ANY PRODUCT, SERVICE, FEATURE, OR FUNCTIONALITY MADE AVAILABLE VIA THE SERVICES, 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 ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED UNDER APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- 6. **Indemnity.** BY USING THE SERVICES, YOU AGREE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS, INVESTIGATIONS, FINES, LOSSES, LIABILITIES, EXPENSES, COSTS, FEES, ALL COSTS RELATED TO ENFORCING THIS CLAUSE, OR OTHER TYPES OF DAMAGES ARISING OUT OF OR RELATING TO ANY OF THE FOLLOWING: (A) YOUR BREACH OF THESE TERMS OF USE, INCLUDING ANY REPRESENTATION, WARRANTY, OR COVENANT MADE BY YOU HEREIN; (B) YOUR IMPROPER, UNAUTHORIZED OR UNLAWFUL USE OF THE SERVICES; (C) APPLE'S PERMITTED USE OR PROMOTION OF YOUR BUSINESS CONNECT CONTENT OR BUSINESS INFORMATION; OR (D) ANY CLAIMS THAT YOUR BUSINESS CONNECT CONTENT OR BUSINESS INFORMATION (I) MISAPPROPRIATED, VIOLATED, OR INFRINGED ANY THIRD PARTY'S PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, MASK WORK OR ANY OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT; (II) DEFAMED, OR BREACHED THE CONFIDENTIALITY OR VIOLATED THE PRIVACY OF ANOTHER; (III) CONSTITUTED FALSE, DECEPTIVE, UNFAIR, ABUSIVE ACTS OR PRACTICES; OR (IV) FAILED TO COMPLY WITH ANY APPLICABLE LAW OR REGULATION.

- 7. **Confidentiality.** As part of Your use of the 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 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: (i) information that is generally and legitimately available to the public through no fault or breach of Yours; (ii) information that is generally made available to the public by Apple; (iii) information that is independently developed by you without the use of any Apple Confidential Information; or (iv) information that was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation.

You agree 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 exercising your rights and performing your obligations under these Terms of Use and agree not to use Apple Confidential Information for any other purpose, including for Your own or any third party's benefit. You further agree not to disclose or disseminate Apple Confidential Information to anyone except as otherwise agreed or permitted in writing by Apple. You will be responsible for any violation of the terms of this Section. 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; therefore, Apple is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

- 8. Personal Data Privacy and Security.** All data processing by Apple in connection with the Services will be done in accordance with its publicly posted Privacy Policy, available at [apple.com/privacy](https://apple.com/privacy). If at any time You determine that any feature or functionality of the Services allows You to collect personally identifiable information ("Personal Data"), You shall: (a) notify Apple immediately in writing; (b) maintain strict confidentiality and security measures to protect the Personal Data; (c) not disclose any Personal Data to any other party; (d) notify Apple immediately if there is any potential or actual breach of security involving the Personal Data; (e) comply with all applicable laws, regulations, and international accords or treaties pertaining to Personal Data, including as applicable to transfers of Personal Data from any jurisdiction to any other jurisdiction. By using the Services, You acknowledge and agree that Apple may use information about Your use of the Services in connection with the Services, for the purpose of providing, evaluating, modifying, or improving the Services and for communicating with You about the Services. You also acknowledge and agree that Apple may collect and use data related to end user activities in connection with the Services. This data is used for analyzing, reporting, and enhancing the Services. All data collected by Apple in connection with the Services will be processed and used in accordance with its publicly posted Privacy Policy, available at [apple.com/privacy](https://apple.com/privacy). 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 by Apple or where required by law. Notwithstanding the foregoing, Personal Data associated with Your use of the Services, including name, email address, and phone number, will be visible to other users registered under the same Services account in connection with providing and maintaining the Services.

Consistent with Apple's policy on tracking, You agree that in connection with the 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>.

**9. Termination or Suspension.** Either Party, in its sole discretion, may terminate these Terms of Use at any time upon notice without cause; provided, however, that any continued use of the Services by You after such notice of termination will be subject to the then-current Terms of Use. 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 these Terms of Use: (a) all 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 these Terms of Use; and (b) You will cease all use of the Services. THE RIGHTS AND OBLIGATIONS SET FORTH IN SECTIONS 2(c), 2(d), AND 3 THROUGH 17 WILL SURVIVE THE EXPIRATION OR TERMINATION OF THESE TERMS OF USE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, 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 SERVICES, AND APPLE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY SHOULD IT EXERCISE SUCH RIGHTS. This Section 9 does not limit any of Apple's other rights or remedies, whether at law, in equity, or under these Terms of Use.

**10. Modification or Amendment of Terms of Use.** Apple reserves the right, at its discretion, to modify or amend these Terms of Use at any time. Such modifications and additional terms and conditions will be effective immediately and incorporated into these Terms of Use. You acknowledge and agree that regularly reviewing these Terms of Use is Your responsibility. IF YOU DO NOT AGREE TO ANY MODIFICATION TO THE TERMS OF USE, YOU SHALL IMMEDIATELY STOP ALL ACCESS TO AND USE OF THE SERVICES. YOUR CONTINUED USE OF THE SERVICES AFTER ANY MODIFICATION TO THE TERMS OF USE SHALL BE DEEMED AS YOUR ACCEPTANCE OF THE TERMS OF USE AS MODIFIED.

**11. Relationship of the Parties.** These Terms of Use create an independent contractor relationship between You and Apple. No employment relationship, partnership, or joint venture is created by these Terms of Use, and neither Apple nor You shall hold itself out as the agent of the other, except as set forth in these Terms of Use.

**12. Notices.** Apple may send You notice with respect to the Services by sending an email message to the email address listed in Your Services account contact information, by sending a letter

via postal mail to the contact address listed in Your Services account contact information, or by posting a notification on the relevant Services platform (e.g., the website). Apple's email notices to You shall become effective immediately upon Apple's sending of the email transmission to You, irrespective of the timing of Your receipt. Apple's mail notices to You shall become effective (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. A copy of such email and mail notices shall also be provided to Your primary contact for the Services, if any. You agree to regularly check Your email address and Your mailing address for notices from Apple to You, and to immediately notify Apple if You no longer have access to the email address or the mailing address listed in Your Services account contact information. Apple's notices by posting a notification on the relevant Services platform shall become effective immediately. Unless otherwise specified herein, all notices to Apple relating to these Terms of Use will be deemed given (x) when delivered personally, (y) three (3) business days after having been sent by commercial overnight carrier with written proof of delivery, or (z) five (5) business days after having been sent by first class or certified mail, postage prepaid, by the foregoing methods stated in (x),(y), or (z) to: Apple Inc., Legal Department (attn: Maps Legal), MS 37-2ISM, One Apple Park Way, Cupertino, CA 95014, United States. A Party may change its email or mailing address by giving the other Party written notice as described above.

**13. Governing Law.** YOU EXPRESSLY AGREE THAT THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING ITS CONFLICTS OF LAW RULES, GOVERN THESE TERMS OF USE AND YOUR USE OF THE SERVICES, AND THAT THE EXCLUSIVE JURISDICTION FOR ANY PROCEEDING RELATING IN ANY WAY TO YOUR USE OF THE SERVICES WILL BE THE NORTHERN DISTRICT OF CALIFORNIA. YOU HEREBY WAIVE THE RIGHT TO OBJECT TO THE FOREGOING CHOICE OF LAW, PERSONAL JURISDICTION, OR VENUE.

**14. Compliance.** You agree that the Services may not be used: (a) in any U.S. embargoed countries; or (b) 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 any other restricted party lists. By agreeing to these Terms of Use, You represent and warrant that You are not located in any such country or on any such list. You also agree that you will not use the Services for any purposes prohibited by applicable law in the United States or other territories, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons.

**15. Third Party Materials.** The Services may display, include, or make available information or services from third parties ("Third Party Materials") or provide links to certain third-party web sites. Apple makes no representation that the 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 initiative and are responsible for compliance with any applicable laws, regulations, 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 services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. The Service and Third-Party Materials may not be available in all languages or in all countries or regions.

- 16. Other Agreements.** Any other agreements in effect between Apple and You (collectively, the “Other Agreements”) are separate from these Terms of Use. Except as otherwise specified in writing herein or in the Other Agreements, these Terms of Use will in no event be deemed to be the terms of the Other Agreements and vice versa. No breach of these Terms of Use will constitute a breach of the Other Agreements and vice versa. You acknowledge and agree that the performance of Your obligations under these Terms of Use shall not be conditioned on Apple entering into any further agreements or providing any additional representations or warranties relating to the Services.
- 17. Miscellaneous.** These Terms of Use constitute the entire agreement between You and Apple and govern Your use of the Services, superseding all prior agreements between You and Apple except as set forth in the Other Agreements. You may not assign these Terms of Use, including, without limitation, by operation of law or merger, without Apple’s prior written approval, and any attempt to assign these Terms of Use without such prior written approval is void. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner 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 provisions in these Terms of Use will not constitute a waiver of such provision, or any other provision of these Terms of Use. Apple will not be responsible for failures to fulfill any obligations due to causes beyond its control. These Terms of Use are not to the benefit of any third parties. The conjunction “or” will be understood in its inclusive sense (and/or).