

# TERMS AND CONDITIONS

## iTUNES STORE

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### TERMS OF SERVICE

#### TERMS OF SALE

GIFT CERTIFICATE, iTUNES CARDS, CONTENT CODES AND ALLOWANCES

APP STORE TERMS AND CONDITIONS

LICENSED APPLICATION END USER LICENSE AGREEMENT

iBOOKSTORE TERMS AND CONDITIONS

PRIVACY POLICY

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## iTunes Store

### TERMS OF SERVICE

This is a legal agreement between you and iTunes S.à.r.l. ("iTunes") stating the terms that govern your use of the iTunes Store service. This agreement – together with all updates, additional terms and all iTunes/Apple rules and policies referred to in this agreement – collectively constitute the "Agreement" between you and iTunes. To agree to these terms, click "Agree". If you do not agree to these terms, do not click "Agree", and do not use the service. You must accept and abide by these terms as presented to you; changes, additions, or deletions are not acceptable, and iTunes may refuse access to the iTunes Store for non-compliance with any part of this Agreement.

This Agreement applies without prejudice to software licenses that you may have entered into, such as for the use of the iTunes application.

1. Definition of the iTunes Store Service. iTunes is the provider of the iTunes Store (the "Service") that permits you to purchase or rent (as applicable) a license for digital content including sound recordings, videos (including films and television programmes), games, software and ringtones under certain terms and conditions as set forth in this Agreement. iTunes is not the provider of the iTunes application or of the iPad, iPod or iPhone.

2. Use of the Service.

a. Age Requirements. This Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review these terms and conditions with your parent or guardian to make sure that you and your parent or guardian understand these terms and conditions.

b. IMPORTANT SAFETY INFORMATION. (1) To avoid muscle, joint or eye strain during video game play, you should always take frequent breaks from playing, and stop and take a longer rest if your eyes, hands, wrists, or arms become tired or sore or you feel any other discomfort. (2) A very small percentage of people may experience seizures or blackouts when exposed to flashing lights or patterns, including while playing video games or watching videos. Symptoms may include dizziness, nausea, involuntary movements, loss of awareness, altered vision, tingling, numbness, or other discomforts. Consult a doctor before playing video games if you have ever suffered these or other symptoms linked to seizures and/or epilepsy, and stop playing immediately and see a doctor if these or similar symptoms occur during game play. Parents should monitor their children's video game play for signs of symptoms.

3. Objectionable Material. You understand that by using the Service, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. Nevertheless, you agree to use the Service at your sole risk and that iTunes shall have no liability to you for content that may be found to be offensive, indecent, or objectionable. Content types (including genres, sub-genres and Podcast categories and sub-categories and the like) and descriptions are provided for convenience, and you acknowledge and agree that iTunes does not guarantee their accuracy.

4. System Requirements. Use of the Service requires a device such as a computer with the iTunes application installed, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Service involves hardware, software, and Internet access, your ability to use the Service may be affected by the performance of these factors. High speed Internet access is strongly recommended (and is required for Film Rentals). Content in high definition resolution (HD) is viewable only on computers or TVs using your Apple TV and must be downloaded directly to your computer or Apple TV. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility. The Service is not part of any other product or offering, and no purchase or rental (as applicable) or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

5. Applicable Terms. This Agreement applies to any use of the Service. Additional terms and conditions apply to purchases and rentals (as applicable) made through the Service ("Terms of Sale") and can be found at <http://www.apple.com/legal/itunes/uk/terms.html#SALE>. Other additional terms and conditions apply to Gift Certificates, iTunes Cards, Content Codes and Monthly Gifts, and can be found at <http://www.apple.com/legal/itunes/uk/terms.html#GIFTS> or viewed on the Service. If you have not already read such additional terms and conditions, you should do so now. Your purchase of software products made through the Service

is subject to any end user agreements or other terms and conditions required for use of such products, all of which are hereby made a part of this Agreement.

#### 6. Privacy.

a. Apple's Privacy Policy. Except as otherwise expressly provided for in this Agreement, the Service is subject to Apple's Privacy Policy at <http://www.apple.com/uk/legal/privacy/>, which is expressly made a part of this Agreement. If you have not already read Apple's Privacy Policy, you should do so now.

b. Genius. When you opt-in to the Genius feature, Apple will, from time to time, automatically collect information that can be used to identify media in your iTunes library on this computer, such as your play history and play lists. This includes media purchased through iTunes and media obtained from other sources. This information will be stored anonymously and not associated with your name or iTunes account. When you use the Genius feature, Apple will use this information and the contents of your iTunes library, as well as other information, to give personalized recommendations to you.

Apple may only use this information and combine it with aggregated information from the iTunes libraries of other users who also opt-in to this feature, your iTunes Store purchase history data, aggregated purchase history data from other iTunes Store users, and other information obtained from third parties, to:

- Create personalized playlists for you from your iTunes library.
- Provide you with recommendations regarding media and other products and services that you may wish to purchase.
- Provide recommendations regarding products and services to other users.

At all times your information will be treated in accordance with Apple's Customer Privacy Policy which can be viewed at: [www.apple.com/uk/legal/privacy/](http://www.apple.com/uk/legal/privacy/).

Once you opt-in to the Genius feature, you will be able to create Genius playlists on Genius-capable devices. You must sync with your iTunes library after you have opted-in on iTunes to enable the Genius feature on a device.

If you would prefer we not collect and use information from your iTunes library in this manner, you should not enable the Genius feature. You can revoke your opt-in choice at any time by choosing to turn off the Genius feature from the Store menu on your computer. Upon opting-out, iTunes will no longer send information about your iTunes library to Apple. If you have elected to share your library from multiple computers, you need to turn off the Genius feature from each computer. The Genius feature cannot be enabled or disabled from your iPad, iPod touch or iPhone.

By opting-in to the Genius feature, you consent to the use of your information as described above and as described in the Apple Customer Privacy Policy.

c. Genius for Apps. When you opt-in to the Genius for Apps feature, Apple will, from time to time, automatically collect information related to the applications on your device, such as your time spent with each application and the number of times each application is launched. This information will be stored anonymously and not associated with your name or iTunes account. When you use the Genius for Apps feature, Apple will use this information, as well as other information, such as your application download history, to give personalized recommendations to you.

Apple may use this information and combine it with aggregated information from other users who opt-in to this feature, your iTunes Store purchase history data, your App Store download data, aggregated application download data from other users, and other information like customer ratings of applications, to:

- Provide you with App recommendations regarding applications, media, and other products and services that you may wish to purchase, download, or use.
- Provide recommendations to other users.

At all times your information will be treated in accordance with Apple's Customer Privacy Policy which can be viewed at: [www.apple.com/uk/legal/privacy/](http://www.apple.com/uk/legal/privacy/).

Once you opt-in to the Genius feature, you will be able to create Genius recommendations on that device.

If you would prefer we not collect and use information from your device in this manner, you should not enable the Genius feature. You can revoke your opt-in choice at any time by turning off the Genius feature from the App Store Account page on your device. If you have elected to share Genius for Apps information from multiple devices, you need to turn off the Genius feature from each device.

7. Your Information. You agree to provide accurate, current, and complete information required to register with the Service and at other points as may be required in the course of using the Service ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. iTunes may terminate your rights to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that iTunes may store and use the Registration Data you provide (including payment card information) for use in maintaining your accounts and billing fees to your payment card.

#### 8. User Account and Security.

a. Account and Password. As a registered user of the Service, you may receive or establish an account ("Account"). You are solely responsible for maintaining the confidentiality and security of your Account. You should not reveal your Account information to anyone else or use anyone else's Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify iTunes of any unauthorised use of your Account or any other breach of security. iTunes shall not be responsible for any losses arising out of the unauthorised use of your Account which is not due to the negligence of iTunes.

b. Security. You will not access the Service by any means other than through software that is provided by Apple Inc. or its affiliated group companies ("Apple") for accessing the Service. You shall not access or attempt to access an Account that you are not authorised to access. You agree not to modify the software that is provided by Apple to access the Service in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorised access to the Service. Violations of system or network security may result in civil or criminal liability.

#### 9. Purchase or Rental of iTunes Content

a. Products Requirements. You acknowledge that certain uses of content acquired from the Service may require the use of other hardware and software products (e.g., a CD burner is required to burn a song to a CD, and a portable digital player is required to listen to or view content acquired from the Service on the go), and that such hardware and software is your responsibility. Products may only be downloaded once per transaction; once content is acquired and you receive such content, it is your responsibility not to lose, destroy, or damage such content, and iTunes shall be without liability to you in the event of any loss, destruction, or damage to content which is not due to the negligence of iTunes.

b. Use of Products. You agree that the Products are provided to you by way of a license only. You understand that the Service, and products purchased through the Service, such as sound recordings, videos, games, software, ringtones and related artwork ("Products"), include a security framework using technology that protects digital information ("Security Framework"). iTunes Plus Products do not contain a Security Framework. Your usage of the Products, whether or not protected by a Security Framework, is limited to certain usage rules established by iTunes and its licensors ("Usage Rules"). You acknowledge that your usage of the Products is limited to the following Usage Rules. You agree to use Products in compliance with such Usage Rules.

#### Usage Rules.

(i) Your use of the Products is conditional upon your prior acceptance of the terms of this Agreement.

(ii) Your license of Products as authorised hereunder permits you to use the Products only for personal, non-commercial use, and not for redistribution, transfer, assignment or sublicensee, to the extent permitted by law.

For details of your rights and restrictions on your rights to use the Products, see:

[www.mcps-prs-alliance.co.uk](http://www.mcps-prs-alliance.co.uk) or [http://www.mcps-prs-alliance.co.uk/about\\_us/aboutcopyright/Pages/aboutmusiccopyright.aspx](http://www.mcps-prs-alliance.co.uk/about_us/aboutcopyright/Pages/aboutmusiccopyright.aspx).

(iii) You shall be authorised to use the Products on up to five devices (such as a computer) with the iTunes application installed at any time, except in the case of Film Rentals, as described below.

(iv) You shall be able to store Products from up to five different Accounts on certain devices, such as an iPad, iPod, iPhone and Apple TV, at a time; provided that each iPhone may sync ringtone Products with only a single iTunes-authorized device at a time, and that syncing an iPhone with another iTunes-authorized device will cause any ringtone Products stored on such iPhone to be erased and, if you so choose, to be replaced with any ringtone Products stored on such other iTunes-authorized device. Additional restrictions apply to Film Rentals, as described below.

(v) You shall be authorised to burn an audio playlist up to seven times.

(vi) You shall not be entitled to burn Video Products or ringtone Products other than for backup purposes, which Video Product backups will play via the iTunes application.

(vii) You shall be entitled to export, burn (if applicable) or copy (if applicable) Products solely for personal, noncommercial use.

(viii) You may only use ringtone Products as a musical "ringer" in connection with phone calls.

(ix) Any burning (if applicable) or exporting capabilities are solely an accommodation to you and shall not constitute a grant or waiver (or other limitation or implication) of any rights of the copyright owners in any audio or video content, sound recording, underlying musical composition, or artwork embodied in any Product. You may use the audio CD to which you have burned your Products in the same ways in which you may use an audio CD purchased from a retail store, subject to UK copyright laws.

(x) You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the Service or used to administer the Usage Rules, or interfere with, remove or alter any rights management information on the Products.

(xi) The delivery of Products does not transfer to you any commercial or promotional use rights in the Products.

(xii) iTunes Plus Products do not contain security technology that limits your usage of such Products, and Usage Rules (iii) – (vi) do not apply to iTunes Plus Products. You may copy, store and burn iTunes Plus Products as reasonably necessary for personal, noncommercial use.

(xiii) Usage rules for software Products are governed by the terms of any end user agreement or other terms and conditions required for use of such products.

(xiv) You shall be able to manually sync a film from at least one iTunes-authorized device to devices that have manual sync mode, provided that the film is associated with an Account on the primary iTunes-authorized device, where the primary iTunes-authorized device is the one that was first synced with the device, or the one that you subsequently designate as primary using the iTunes application.

(xv) Film Rentals:

(aa) Films are viewable only on your Mac or Windows computer (using iTunes 7.6 or later), iPad, iPhone, iPod touch, iPod nano (3rd or 4th generation), iPod classic, or on TVs using Apple TV. Films in high definition resolution (HD) are viewable only on your Mac or Windows computer, iPad, or TVs using your Apple TV. Films are viewable on only one device at a time.

(bb) You may move film rentals between your Mac or Windows computer and other compatible devices, but not directly between two computers or between two such other compatible devices. Films rented using your Apple TV or iPad may not be moved. You must be connected to the Service when moving film rentals. Once a film rental is moved, it is no longer viewable on the sending device or computer.

(cc) You have thirty (30) days after downloading a film to begin viewing. Once you begin viewing, you have forty-eight (48) hours to view the film (the "Viewing Period"). You may view the film an unlimited number of times during the Viewing Period. Films are not viewable after the thirty (30) day period. Stopping, pausing or restarting a film does not extend the available time for viewing.

(dd) If you move a film to an iPad, iPod or iPhone and then use the Service to restore the iPad, iPod or iPhone before you finish watching it, the film will be deleted and will not be recoverable. This also applies to choosing Settings > Reset > Erase all content and settings on iPad, iPod touch or iPhone.

(ee) Broadband Internet connection required.

(xvi) HDMI. An HDCP connection is required in order to view films (purchased or rented) and TV programs transmitted over HDMI.

c. Content Security. You agree not to violate or attempt to violate any element of the Security Framework. You agree not to attempt to, or encourage or assist any other person to, circumvent, modify, reverse-engineer, decompile, disassemble, or otherwise tamper with any part of the Security Framework, or any other technology or software that is part of the Service or used to administer the Usage Rules, or interfere with, remove or alter any rights management information on the Products for whatever reason. Notwithstanding other provisions, you are allowed to burn Products to CD, within the limits of the Usage Rules. Usage Rules may be controlled and monitored by iTunes for compliance purposes, and iTunes reserves the right to enforce the Usage Rules with or without notice to you.

d. You agree that your acquisition of Products constitutes your acceptance of and agreement to use such Products solely in accordance with the Usage Rules, and that any other use of the Products may constitute a copyright infringement. The security technology, if applicable, is an inseparable part of the Products. The Usage Rules shall govern your rights with respect to the Products, in addition to any other terms or rules that may have been established between you and another party.

e. You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of iTunes.

f. The Service may offer interactive features that allow you to, among other things, submit or post information, materials or links to third party content on areas of the Service accessible and viewable by other users of the Service and the public. You represent and agree that your possible participation in any such activities and any use by you of such features, including any information, materials or links submitted or posted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, and that you have obtained all necessary rights, licenses or clearances. You further agree to provide accurate and complete information in connection with your submission or posting of any information or materials on the Service. Moreover, you hereby grant iTunes a worldwide, royalty-free, non-exclusive license to use such materials as part of the Service, and in relation to Products, without any compensation or obligation to you.

iTunes reserves the right not to post or publish any materials, and to delete, remove or edit any material, at any time in its sole discretion without notice or liability.

iTunes has the right, but not the obligation, to monitor any information and materials submitted or posted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that iTunes in its sole discretion deems appropriate, including, without limitation, under Section 14 below or under Apple's Copyright Policy (<http://www.apple.com/legal/copyright.html>).

10. Territory. The Service is currently available only in the United Kingdom and is not available in any other location. You agree not to use or attempt to use the Service from outside of the available territory, and that iTunes may use technologies to verify your compliance.

#### 11. Agreement to Pay.

a. **Payment for Products.** You agree to pay for all Products you purchase or rent (as applicable) through the Service, and that iTunes may charge your payment card or Click&Buy account for any Products purchased or rented (as applicable), and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your Account. You are responsible for the timely payment of all fees and for providing iTunes with a valid payment card or Click&Buy account details for payment of all fees. All fees will be billed to the payment card, or the Click&Buy account, you designate during the registration process. If you want to designate a different payment card or if there is a change in your payment card or Click&Buy account status, you must change your payment card or Click&Buy account information online at the Account Info section of the Service. (There may be a temporary disruption of your access to the Service until iTunes can verify the validity of the new payment card or Click&Buy account information.)

b. **Right to Change Prices and Availability of Products.** Prices and availability of any Products are subject to change at any time with respect to future purchases only.

c. **Electronic Signatures and Contracts.** Your use of the Service includes the ability to enter into agreements and/or to make purchases electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions that you enter into on this site, including notices of cancellation, policies, contracts and applications.

d. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

#### 12. Right of Withdrawal and Delivery of Products.

a. You have the right to withdraw from your purchase without penalty and without giving any reason until delivery of the Products has started.

b. **Interrupted Delivery to iPad, iPod or iPhone.** If delivery of a Product you purchased or rented (as applicable) using Wi-Fi on an iPad, iPod or iPhone is interrupted, your transaction will be included in your download queue. You may resume the delivery to your iTunes-authorized device by selecting "Check for Available Downloads" in the Store menu in iTunes 8 and 9 (or "Check for Purchases" in the Store menu in iTunes 7) on your computer, or the download section on your iPad, iPod touch or iPhone.

#### 13. Intellectual Property.

a. **Acknowledgement of Ownership.** You agree that the Service, including but not limited to Products, graphics, user interface, audio clips, editorial content, and the scripts and software used to implement the Service, contains proprietary information and material that is owned by iTunes and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with the terms of this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted hereunder. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorised way whatsoever, including but not limited to, by trespass or burdening network capacity.

b. **Removal of iTunes Content or Other Materials.** Notwithstanding any other provision of this Agreement, iTunes and its licensors reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials that are offered by the Service without notice. In no event will iTunes be liable for the removal of or disabling of access to any such Products, content or materials under this Agreement. iTunes may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability. Removal of content from the Service will not affect content that you have already acquired from the Service.

c. **Copyrights.** iTunes and/or its licensors own the copyright in the Service, including the compilation of content, postings, links to other Internet resources, and descriptions of those resources. The use of any part of the Service, except for use of the Service as permitted in these Terms of Service, is strictly prohibited and infringes on the intellectual property rights of others and may subject you to civil and criminal penalties, including possible monetary damages, for copyright infringement.

d. **Trademarks.** Apple, the Apple logo, iTunes, and other Apple trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Apple Inc. in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

e. **Album Cover Art.** As an account holder of the Service in good standing, iTunes may provide you with limited access to download certain album cover art for music stored in the iTunes Library of your iTunes application, subject to availability. Such access is provided as an accommodation only, and iTunes does not warrant or endorse and does not assume and will not have any liability or responsibility for such album cover art or your use thereof. You may only access album cover art (to the extent available) for music for which you are the lawful owner of a legal copy. Album cover art is provided for personal, noncommercial use only. You agree that you will not use album cover art in any manner that would infringe or violate these Terms of Service or the rights of any other party, and that iTunes is not in any way responsible for any such use by you.

#### 14. Termination.

a. Termination by iTunes. If you fail, or iTunes has strong grounds to believe that you have failed, to comply with any of the provisions of this Agreement, including but not limited to failure to make payment of fees due, failure to provide iTunes with a valid payment card or with accurate and complete Registration Data, failure to safeguard your Account information, violation of the Usage Rules or any license to the software, or infringement or other violation of third parties' rights, iTunes, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the Service (or any part thereof).

b. Termination of the Service. iTunes reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time and iTunes will not be liable. To the extent possible, iTunes will warn you in advance of any modification, suspension or discontinuation of the Service. Termination of the Service will not affect the Products that you have already acquired. However, you may be unable to authorise additional computers to use Products protected by the Security Framework.

15. General Compliance with Laws. The Service is controlled and operated by iTunes from its offices in Luxembourg. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service.

16. Enforcement of These Terms. iTunes reserves the right to take steps iTunes believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to iTunes' right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights). You agree that iTunes has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as iTunes believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to iTunes' right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights).

17. No Responsibility for Third-Party Materials or Web sites. Certain content, Products, and services available via the Service may include materials from third parties. In addition, iTunes may provide links to certain third party Web sites. You acknowledge and agree that iTunes is not responsible for examining or evaluating the content or accuracy of any such third-party material or Web sites. iTunes does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or Web sites, or for any other materials, products, or services of third parties. Links to other Web sites are provided solely as a convenience to you. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that iTunes is not in any way responsible for any such use by you.

18. Disclaimer of Warranties; Liability Limitations.

a. iTunes will provide the Service with reasonable care and skill. iTunes does not make any other promises or warranties about the Service and in particular does not warrant that:

(i) your use of the Service will be uninterrupted or error-free. You agree that from time to time iTunes may remove the Service for indefinite periods of time, or cancel the Service at any time for technical or operational reasons and will, to the extent practicable, notify you of this;

(ii) the Service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion which shall be events of Force Majeure, and iTunes disclaims any liability relating thereto. You shall be responsible for backing up your own system, including any Products purchased from the iTunes Store that are stored in your system.

b. Except as set out in section 18(d), or in the event that you are exercising your statutory right to refund or compensation, in no case shall iTunes, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any loss or damage caused by iTunes, its employees or agents where:

(i) there is no breach of a legal duty of care owed to you by iTunes or by any of our employees or agents;

(ii) it is not a reasonably foreseeable result of any such breach;

(iii) any increase in loss or damage results from breach by you of any term of this Agreement;

(iv) it results from a decision by iTunes to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of iTunes' conclusion that a violation of this Agreement has occurred; or

(v) it relates to loss of income, business or profits, or any loss of data or corruption of data in connection with your use of the Service.

c. iTunes shall use reasonable efforts to protect information submitted by you in connection with the Services including from fraudulent use.

d. Nothing in this Agreement removes or limits iTunes' liability for fraud, or for death or personal injury.

19. If you breach this Agreement, you will be liable to iTunes, its director, officers, employees, affiliates, agents, contractors, and licensors for any claim arising out of your breach. You will also be liable for any action taken by iTunes as part of its investigation of a suspected violation of this Agreement, or as a result

of its findings or decision that a violation of this Agreement has occurred.

20. Changes. iTunes reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be communicated to you and, if accepted, will be effective immediately and will be incorporated into this Agreement. In the event that you refuse to accept such changes, iTunes will have the right to terminate the Agreement and prevent further purchases by you from the iTunes Store.

21. Notices. iTunes may send you notice with respect to the Service by sending an email message to the email address listed in your iTunes Account contact information, by sending a letter via postal mail to the contact address listed in your iTunes Account contact information, or by a posting on the iTunes Store. Notices shall become effective immediately.

22. Governing Law. This Agreement and the use of the Service is governed by English law.

23. Miscellaneous. This Agreement constitutes the entire agreement between you and iTunes and governs your use of the Service, superseding any prior agreements between you and iTunes. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third party content, or third party software. iTunes' failure to enforce any right or provisions in these Terms of Service will not constitute a waiver of such provision, or any other provision of these Terms of Service. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect. iTunes will not be responsible for failures to fulfill any obligations due to causes beyond its control.

About iTunes: Our registered number is RCS Luxembourg B 101 120 and our registered office is at 8 rue Heinrich Heine, L-1720 Luxembourg.

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iTunes Store

#### TERMS OF SALE

This is a legal agreement between you and iTunes S.à.r.l. ("iTunes") stating the terms that apply to any purchase or rental (as applicable) on the iTunes Store. These Terms of Sale apply in addition to the Terms of Service of the iTunes Store Service ("Terms of Service"). By agreeing to the Terms of Service, you have agreed to these Terms of Sale.

#### U.K. SALES ONLY

Purchases and rentals (as applicable) from the iTunes Store are available to you only in the UK. If you are not in the UK you may not use or attempt to use the service. iTunes may use technologies to verify such compliance.

The iTunes Store is provided by iTunes.

#### SALES TO END USERS ONLY

The iTunes Store sells and rents (as applicable) Products to end user customers only.

#### CANCELLATION POLICY

All sales and rentals (as applicable) are final. You do not have a right to withdraw from a purchase or rental (as applicable) on the iTunes Store once delivery of the Products has started. The iTunes Store service commences immediately when you begin to download Products from the iTunes Store and you will not have a right to cancel your contract once the service commences.

#### TECHNICAL STEPS – 1-Click®

1-Click is a registered service mark of Amazon.com, Inc., used under license. 1-Click is a convenient feature that allows you to purchase or rent (as applicable) from the iTunes Store with a single click of your mouse or other input device. When accessing the iTunes Store on your computer, 1-Click purchasing or renting (as applicable) may be activated for all your transactions by selecting the "Don't ask me about buying ... again" check box in the "Are you sure you want to buy and download ...?" dialog box that appears when a "Buy" button is clicked. (You may reset this selection at any time by clicking "Reset Warnings" in your Account.) When accessing the iTunes Store on your iPad, iPod or iPhone, 1-Click is activated for each transaction by pressing the button showing the price of the Product, which reveals the "Buy" button. When 1-Click purchasing is activated, clicking the "Buy" button will start the download immediately and complete your transaction without any further steps. Transactions using 1-Click are subject to these Terms of Sale, including the Refund Policy set forth herein. When accessing the iTunes Store on your computer using iTunes 9, you alternatively may purchase Products by selecting "Add to Wish List" from the dropdown menu that appears next to the "Buy" button for the Product you wish to purchase. Using Wish List allows you to review and change the Products you have selected for purchase before completing the transaction. The Wish List functionality is not available in earlier versions of iTunes or when accessing the iTunes Store on your iPad, iPod or iPhone, or for Film Rentals, Season Passes or iTunes Passes. When accessing the iTunes Store on your computer using iTunes 8 (or earlier versions of iTunes), you may turn off 1-Click and instead purchase using

a shopping cart by selecting "Buy using a Shopping Cart" under the "Store" tab in your preferences menu within the iTunes application. Using a shopping cart allows you to review and change the Products you have selected for purchase before completing the transaction. The shopping cart functionality is not available in iTunes 9 or when using the iTunes Store on your iPad, iPod or iPhone, or for Film Rentals, Season Passes or iTunes Passes.

#### PAYMENT METHODS

The iTunes Store accepts credit and debit cards, payment through your Click&Buy account and iTunes Store Gift Certificates, iTunes Cards, Content Codes and Monthly Gift balances as forms of payment. If a credit or debit card company, or your Click&Buy account, is being used for a transaction, iTunes may obtain a pre-approval from the credit or debit card company or from Click&Buy (as the case may be) for an amount up to the amount of the order. Billing to your credit or debit card or to your Click&Buy account occurs at the time of purchase or rental (as applicable) or shortly thereafter. If the balance from an iTunes Store Gift Certificate, iTunes Card, or Monthly Gift is used for an iTunes Store transaction, the amount is deducted from your account or your iTunes Card (as the case may be) at the time of purchase or rental (as applicable). If the total amount of the transaction is greater than the balance available in your Gift Certificate, iTunes Card or Monthly Gift, your credit card or debit card, or Click&Buy account, will be charged for the balance.

The iTunes Store accepts the following payment cards: Visa, MasterCard, American Express, Solo and Switch.

#### PLEASE NOTE:

\* We are unable to accept credit or debit cards issued by banks outside of the United Kingdom or prepaid gift cards issued by credit card companies.

\* Credit cards and cheque cards have daily spending limits that may prevent the processing of your order.

\* If a transaction has been declined online due to credit or debit card issues, or issues with your Click&Buy account, please ensure all data is correct and resubmit. If the transaction is not accepted online, you will be unable to use that card or your Click&Buy account for your transaction and should use another payment card.

#### BILLING

If you are transacting using 1-Click or your Click&Buy account, your order may be authorised and billed in gradual increments during one purchasing and renting (as applicable) session as you click the "Buy Now" button. Depending on the size of your order, this may appear as multiple orders and billings on your payment card statement.

If you use the Shopping Cart functionality, you will have one order that authorises and bills as a single transaction.

#### GIFT CERTIFICATE TRANSACTIONS

Gift Certificates may be redeemed for iTunes Store transactions only and are non-refundable. They cannot be used for purchases on the Apple Online Store or used in Apple Retail Stores. Purchases for Gift Certificates may be purchased only in whole pound increments or designated amounts. Gift Certificates may not be used to purchase other Gift Certificates, iTunes Cards or Monthly Gifts.

#### PRE-ORDERS

By pre-ordering Products, you are authorising the iTunes Store to automatically charge your account and download the product when it becomes available. You may cancel your pre-order prior to the time the item becomes available by going to your Account page and clicking Manage Pre-orders on your computer, or in the downloads section on your iPad, iPod touch or iPhone. Pre-orders purchased from your computer can only be managed and downloaded on your computer.

#### MONTHLY GIFTS

Monthly Gifts are for transactions on the iTunes Store only. Monthly Gifts may not be used for gifts, or purchases on the Apple Online Store or in Apple Retail Stores. Monthly Gifts are non-refundable. Monthly Gifts may not be used to purchase Gift Certificates, iTunes Cards or other Monthly Gifts.

#### iTUNES CARDS

iTunes Cards are for transactions on the iTunes Store only. iTunes Cards may not be used for gifts, or purchases on the Apple Online Store or in Apple Retail Stores. iTunes Cards are non-refundable. iTunes Cards may not be used to purchase Gift Certificates, Monthly Gifts or other iTunes Cards.

#### GIFTS

Gifts purchased from the iTunes Store in the UK may be purchased only for, and redeemed only by, persons in the UK. Gifts are non-refundable, without prejudice to your statutory rights to a refund in case of faulty or misdescribed gifts. Gifts may not be purchased with iTunes Cards, Gift Certificates or Allowance Accounts. Gifts may not be used for Film Rentals, In-App Purchases, Upgrades, or the iPod touch OS. Gift recipients must have compatible hardware and parental control settings to utilise some gifts.

#### DORMANT GIFT CERTIFICATES, MONTHLY GIFTS AND iTUNES CARDS

Gift Certificates, Monthly Gifts and iTunes Cards, and unused portions of Gift Certificates, Monthly Gifts and

iTunes Cards, expire on the later of, two years from the date of issuance, and two years from the date of last activity if applied to an iTunes Store Account.

#### COMPLETE MY ALBUM ("CMA")

If you have acquired select songs or music videos from the iTunes Store, iTunes may offer you the ability to complete the corresponding album (if any) by purchasing the remaining songs or music videos of the album at a price that is less than the full album price. Please note that for some albums (where the full album price equals the sum of the single prices of all its songs), completing the album using CMA does not reduce your price for the remaining songs or music videos compared to buying them individually. CMA may not be available for all songs or music videos you have acquired or will acquire from the iTunes Store, and availability of particular CMA offers is subject to change without notice. Albums that are no longer available for sale on the iTunes Store, partial albums and certain other albums are not eligible for CMA. Songs or music videos acquired through free promotions are not eligible for CMA, except in the case of certain select free content code promotions. CMA is not available for any content that is acquired from the iTunes Store other than songs and music videos. Except in the case of special promotions that iTunes may conduct at its discretion, in some circumstances you will have no more than 180 days from the time you acquire your first CMA-eligible song or video off a particular CMA-eligible album to accept that offer. CMA is only available on your computer.

For more information about CMA, please read the FAQ at <http://docs.info.apple.com/article.html?artnum=305232>.

#### ITUNES PLUS

Select songs or music videos may be available on the iTunes Store in the iTunes Plus format. iTunes Plus content does not contain security technology that restricts your usage of such content, and is encoded at a higher audio bit rate than the DRM-protected songs or music videos available on the iTunes Store. iTunes Plus content also is subject to fewer Usage Rules; please see the iTunes Store Terms of Service for details.

You may upgrade all of the songs and music videos you previously have purchased from the iTunes Store that are eligible for upgrade using your computer. Songs or music videos may be eligible for upgrade only if the same song or music video is available for sale on the iTunes Store in the iTunes Plus format at the time of the upgrade. The eligibility of particular songs and music videos for upgrade to iTunes Plus and your total upgrade offer are subject to change at any time. Before you upgrade, you will be shown the total price for the upgrade, and will have an opportunity to review the specific content that will be upgraded. The upgraded iTunes Plus versions of your content will replace the DRM-protected versions in your iTunes library, and the DRM-protected files will be moved to your Trash or Recycling Bin folder. For more information on how the upgrade price is calculated and details about the replacement of the DRM-protected versions, please review the FAQ (see below).

CMA may be available for iTunes Plus content, subject to the CMA terms and conditions set forth above. Upgrading prior purchases to iTunes Plus does not affect the time limits applicable to CMA availability.

For more information about iTunes Plus, please read the FAQ at <http://itunes.apple.com/WebObjects/MZStore.woa/wa/iTunesPlusFAQPage>.

#### RINGTONES

Ringtone Products available for purchase on the iTunes Store are usable only on iPhones, and may be purchased only through the iTunes Store available on iPhones (not using computers).

Ringtone Products are subject to specific Usage Rules; please see the iTunes Store Terms of Service for details.

#### SEASON PASS, MULTI-PASS

Season Pass includes all currently available (if any) and future episodes of the purchased programme season, as may be indicated on the iTunes Store for the particular Season Pass. Multi-Pass includes the episodes of the purchased programme specified on the purchase page. The full price of the Season Pass or Multi-Pass is charged upon purchase. Refunds (which will be pro-rated to take into account content included in the Season Pass or Multi-Pass that you have already downloaded) are available within 7 days of purchase of the Season Pass or Multi-Pass by completing the e-mail form available at <http://www.apple.com/uk/support/itunes/store/passes>. No other refunds, returns or cancellations after purchase. In the event that a network or studio delivers fewer episodes than planned at the time of your Season Pass purchase (and as may have been indicated on the iTunes Store for the particular Season Pass), we will credit to your Account the retail value of the corresponding number of TV episodes. For example, if a Season Pass has 22 planned episodes at the time of your purchase, but the network or studio only delivers 20 episodes, we will credit to your Account an amount equal to the retail price of two TV episodes. Currently available purchased episodes (if any) download upon purchase of the Season Pass or Multi-Pass. Future purchased episodes automatically download to the device with which they were purchased as they appear on the iTunes Store, and may also be downloaded by the purchaser by connecting to the iTunes Store on your computer and selecting "Check for Available Downloads" in the Store menu in iTunes 8 and 9 (or "Check for Purchases" in the Store menu in iTunes 7). Purchaser must connect to the iTunes Store and download any remaining episodes in the Season Pass or Multi-Pass within 90 days after the final purchased episode becomes available on the iTunes Store (or such other time period as may be specified on the purchase page), after which such remaining episodes may no longer be available for download as part of the Season Pass or Multi-Pass purchase.

Automatic renewal is available for Multi-Pass purchases. If automatic renewal is selected when you purchase a Multi-Pass, you will be charged the full price of each subsequent Multi-Pass cycle and the corresponding

episodes will become available to you as set forth above, unless and until you cancel automatic renewal prior to the beginning of any subsequent Multi-Pass cycle. Automatic renewal of Multi-Pass purchases may be disabled prior to purchase of the current Multi-Pass cycle by unchecking the "Automatically renew this Multi-Pass" check box in the purchase dialog box on your computer, or by turning off "Auto-Renew" on the detail page of the selected Multi-Pass. In addition, Season Pass and Multi-Pass purchases may be reviewed, and automatic renewal may be selected or cancelled for any current or future Multi-Pass that you have purchased, in the Manage Passes section of your Account on your computer or iPad. Once a subsequent Multi-Pass cycle has been purchased pursuant to an automatic renewal, it may no longer be cancelled except as set forth above, and there are no refunds or returns. Season Passes and Multi-Passes cannot be purchased or managed from your iPod touch or iPhone.

Please also see Upgrades below.

#### iTUNES PASS

iTunes Pass provides purchasers with a variety of content (which may comprise songs, albums, music videos and editorial content) made available by a particular artist, group or group of artists during a pre-determined, set time period (the "Pass Period"). The full price of the iTunes Pass is charged at the time of purchase. The purchase price of the iTunes Pass will not exceed the fair market value of the individual items offered as part of the iTunes Pass. Refunds (which will be pro-rated to take into account content included in the iTunes Pass that you have already downloaded) are available within 14 days of purchase of the iTunes Pass by completing the e-mail form available at <http://www.apple.com/uk/support/itunes/store/passes>. No other refunds, returns or cancellations after purchase unless provided for under mandatory consumer law. Currently available content (if any) will download upon purchase of the iTunes Pass. Future iTunes Pass content becomes available for download as it is made available on the iTunes Store. To download, connect to the iTunes Store and select Check for Available Downloads in the Store menu in iTunes 8 and 9 (or Check for Purchases in the Store menu in iTunes 7) on your computer. Any new content available as part of a purchased iTunes Pass will then download. Purchaser must connect to the iTunes Store on their computer and download any remaining iTunes Pass content within 90 days after the end of the Pass Period (or such other time period as may be specified on the purchase page), after which such remaining content may no longer be available for download as part of the iTunes Pass purchase. iTunes Passes cannot be purchased or managed from your iPad, iPod touch or iPhone.

#### iTUNES LP AND iTUNES EXTRA

iTunes LP and iTunes Extra Products are usable only on computers with iTunes 9 or higher and Apple TV with software version 3.0 or higher.

If you purchase a Product (e.g., a music album or film) that includes an iTunes LP or iTunes Extras using an iPad, iPhone or iPod touch, the iTunes LP or iTunes Extras will not download to your iPad, iPhone or iPod touch and instead will be added to your download queue, and you may add it to the iTunes library on your iTunes-authorized computer by selecting "Check for Available Downloads" in the Store menu in iTunes 9. In order to enjoy all the features of the iTunes LP or iTunes Extras, you also will need to sync the purchased content that was downloaded to your iPad, iPhone or iPod touch to the same iTunes-authorized computer to which the iTunes LP or iTunes Extras was downloaded. If your computer does not yet have iTunes 9, you will need to install iTunes 9 in order to download and use the iTunes LP or iTunes Extras purchased on your iPad, iPhone or iPod touch. Please see Upgrades below.

#### iPOD GAMES

iPod Games currently available on the iTunes Store are compatible only with iPod classic, 3rd generation and 4th generation iPod nanos, and 5th generation (video) iPods. The Games will not function on any other device, including your personal computer. Updates to your existing compatible iPod's firmware may render your purchased version of a Game incompatible with that iPod. Games purchased from the iTunes Store may not be compatible with future generations of the iPod, and iTunes makes no guarantee of such forward compatibility.

#### SOFTWARE

Software Products purchased from the iTunes Store are subject to purchaser's prior acceptance of the terms of any end user agreements or other terms and conditions required for use of such Products.

#### UPGRADES

The latest version of the iTunes software is recommended to access the iTunes Store. From time to time, an upgrade to the latest version of the iTunes software may be required in order to undertake transactions from the iTunes Store, to download Products previously purchased from the iTunes Store (for example, Products in your download queue or future Season Pass episodes) or to take advantage of new features of the iTunes Store. The latest version of the iTunes software is available for download and no charge, and the minimum system requirements for running it are provided at <http://www.apple.com/uk/itunes/download/>. Use of iTunes software is subject to acceptance of its software license agreement presented at the time of installation. For any additional questions regarding required upgrades, please contact iTunes Store Customer Service (see below).

iTunes reserves the right to enhance Products purchased or rented (as applicable) from the iTunes Store, including Products purchased but not yet downloaded. Among other things, such enhancements may result in larger file sizes (requiring, for example, longer download times and additional disk space for storage).

#### FILM RENTALS

Films are viewable only on your Mac or Windows computer (using iTunes version 7.6 or later), iPad, iPhone, iPod touch, iPod nano (3rd or 4th generation), iPod classic, or on TVs using your Apple TV. Films in high definition resolution (HD) are viewable only on your Mac or Windows computer, iPad, or TVs using your Apple TV. Films are viewable only on one device at a time.

You may move film rentals between your Mac or Windows computer and other compatible devices, but not directly between two computers or between two such other compatible devices. Movies rented using your Apple TV or iPad may not be moved. You must be connected to the iTunes Store when moving movie rentals. Once a movie rental is moved, it is no longer viewable on the sending device or computer.

You have thirty (30) days after downloading a film to begin viewing. Once you begin viewing, you have forty-eight (48) hours to view the film (the "Viewing Period"). You may view the film an unlimited number of times during the Viewing Period. Films are not viewable after the thirty (30) day period. Stopping, pausing or restarting a film does not extend the available time for viewing.

If you move a film to an iPad, iPod or iPhone and then use iTunes to restore the iPad, iPod or iPhone before you finish watching it, the film will be deleted and will not be recoverable. This also applies to choosing Settings > Reset > Erase all content and settings on iPad, iPod touch or iPhone.

Broadband Internet connection required.

For more information about Film Rentals, please read the iTunes Store Film Rental FAQ  
<http://www.apple.com/uk/itunes/download/>

#### HDMI

An HDCP connection is required in order to view films (purchased or rented) and TV programs transmitted over HDMI.

#### HIGH DEFINITION PRODUCTS

Products in high definition resolution (HD) are viewable only on computers, iPad, or TVs using your Apple TV; however, HD Products purchased also include a standard definition version delivered to your computer that may be transferred to your iPod or iPhone.

#### PRICES

The iTunes Store endeavors to offer you competitive prices on current selections. Your total price will include the price of the Product plus any applicable VAT (in effect on the day of download). iTunes reserves the right to change prices for future purchases of Products offered at the iTunes Store at any time, and does not provide price protection or refunds in the event of a price drop or promotional offering.

#### CONTENT AVAILABILITY

The iTunes Store makes every effort to provide a broad content offering. For this reason, iTunes reserves the right to change content options without notice. On occasion, a Product may become unavailable following a transaction but prior to download. Your sole remedy in such cases is a refund of the price paid for the unavailable Product. Please contact iTunes Store Customer Service for assistance in such cases (see below).

#### FOR ASSISTANCE WITH ORDERS – iTUNES STORE CUSTOMER SERVICE

For assistance with billing questions or other order inquiries, please refer to our online support page by clicking here: <http://www.apple.com/uk/support/itunes/store/>. If you cannot find the answers you are seeking in our robust knowledge base, you can send us an email by visiting the following URL: <http://www.apple.com/uk/support/itunes/store/>, clicking on the appropriate Customer Service topic, then using the contact button or email form at the bottom of the page. Responses to emails will be provided as soon as possible.

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All sales on the iTunes Store are governed by English law.

If any of the terms in these Terms of Sale are not valid or legally enforceable, the other terms will not be affected.

About us: Our registered number is RCS Luxembourg B 101 120 and our registered office is at 8 rue Heinrich Heine, L-1720 Luxembourg.

View the iTunes Store Gift Certificate, iTunes Cards, Content Codes and Monthly Gift Terms and Conditions, which form part of these Terms of Sale at <http://www.apple.com/legal/itunes/uk/terms.html#GIFTS>

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iTunes Store

Gift Certificate, iTunes Cards, Content Codes and Monthly Gifts

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3. Gift certificates, iTunes Cards, Content Codes and monthly gifts, and unused balances, are not redeemable for cash and cannot be returned for a cash refund, exchanged, resold or used to purchase gift certificates or iTunes Cards or to provide monthly gifts.
4. Gift certificates, iTunes Cards, Content Codes and monthly gifts purchased in the UK must be redeemed through the UK iTunes Store, open only to persons above the age of 13. Not all products may be available. Content and pricing subject to availability at the time of actual download. Internet access (fees may apply) and compatible software and hardware are required.
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6. The latest version of the iTunes software is recommended to access the iTunes Store. You may download the latest version of the iTunes Software at no charge, and review the minimum system requirements for running the iTunes Software, at <http://www.apple.com/uk/itunes/download/>. Use of iTunes software is subject to acceptance of its software license agreement presented at the time of installation.
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## APP STORE

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b. GENIUS. When you opt-in to the Genius feature, Apple will, from time to time, automatically collect information that can be used to identify media in your iTunes library on this computer, such as your play history and play lists. This includes media purchased through iTunes and media obtained from other sources. This information will be stored anonymously and not associated with your name or iTunes account. When you use the Genius feature, Apple will use this information and the contents of your iTunes library, as well as other information, to give personalized recommendations to you.

Apple may only use this information and combine it with aggregated information from the iTunes libraries of other users who also opt-in to this feature, your iTunes Store purchase history data, aggregated purchase history data from other iTunes Store users, and other information obtained from third parties, to:

- Create personalized playlists for you from your iTunes library.
- Provide you with recommendations regarding media and other products and services that you may wish to purchase.
- Provide recommendations regarding products and services to other users.

At all times your information will be treated in accordance with Apple's Customer Privacy Policy which can be viewed at: [www.apple.com/uk/legal/privacy/](http://www.apple.com/uk/legal/privacy/).

Once you opt-in to the Genius feature, you will be able to create Genius playlists on Genius-capable devices. You must sync with your iTunes library after you have opted-in on iTunes to enable the Genius feature on a device.

If you would prefer we not collect and use information from your iTunes library in this manner, you should not enable the Genius feature. You can revoke your opt-in choice at any time by choosing to turn off the Genius feature from the Store menu on your computer. Upon opting-out, iTunes will no longer send information about your iTunes library to Apple. If you have elected to share your library from multiple computers, you need to turn off the Genius feature from each computer. The Genius feature cannot be enabled or disabled from your iPad, iPod touch or iPhone.

By opting-in to the Genius feature, you consent to the use of your information as described above and as described in the Apple Customer Privacy Policy.

c. GENIUS FOR APPS. When you opt-in to the Genius for Apps feature, Apple will, from time to time, automatically collect information related to the applications on your device, such as your time spent with each application and the number of times each application is launched. This information will be stored anonymously and not associated with your name or iTunes account. When you use the Genius for Apps feature, Apple will use this information, as well as other information, such as your application download history, to give personalized recommendations to you.

Apple may use this information and combine it with aggregated information from other users who opt-in to this feature, your iTunes Store purchase history data, your App Store download data, aggregated application download data from other users, and other information like customer ratings of applications, to:

- Provide you with App recommendations regarding applications, media, and other products and services that you may wish to purchase, download, or use.
- Provide recommendations to other users.

At all times your information will be treated in accordance with Apple's Customer Privacy Policy which can be viewed at: [www.apple.com/uk/legal/privacy/](http://www.apple.com/uk/legal/privacy/).

Once you opt-in to the Genius feature, you will be able to create Genius recommendations on that device.

If you would prefer we not collect and use information from your device in this manner, you should not enable the Genius feature. You can revoke your opt-in choice at any time by turning off the Genius feature from the App Store Account page on your device. If you have elected to share Genius for Apps information from multiple devices, you need to turn off the Genius feature from each device.

7. YOUR INFORMATION. You agree to provide accurate, current, and complete information required to register with the Service and at other points as may be required in the course of using the Service ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. iTunes may terminate your rights to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that iTunes may store and use the Registration Data you provide (including payment card information) for use in maintaining your accounts and billing fees to your payment card.

#### 8. USER ACCOUNT AND SECURITY.

a. **Account and Password.** As a registered user of the Service, you may receive or establish an account ("Account"). You are solely responsible for maintaining the confidentiality and security of your Account. You should not reveal your Account information to anyone else or use anyone else's Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify iTunes of any unauthorised use of your Account or any other breach of security. iTunes shall not be responsible for any losses arising out of the unauthorised use of your Account which is not due to the negligence of iTunes.

b. **Security.** You will not access the Service by any means other than through software that is provided by Apple or its affiliated group companies for accessing the Service. You shall not access or attempt to access an Account that you are not authorised to access. You agree not to modify the software that is provided by Apple or its affiliated group companies to access the Service in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorised access to the Service. Breaches of system or network security may result in civil or criminal liability.

#### 9. USE OF PRODUCTS AND THE SERVICE

a. **Products Requirements.** You acknowledge that use of Products licensed from the Service may require the use of other hardware and software products (e.g., the ability to make copies of Products on physical media and render performance of Products on authorised devices), and that such hardware and software is your responsibility. Solely as an accommodation to you, some Products may be re-downloaded for use in accordance with the Usage Rules applicable to such Products. Not all Products are eligible for this accommodation or may be available at any given time; once a Product is licensed and you receive the Product, it is your responsibility not to lose, destroy, or damage the Product, and iTunes shall be without liability to you in the event of any loss, destruction, or damage which is not due to the negligence of iTunes.

b. **Use of Products.** You understand that the Service, and Products licensed through the Service, include a security framework using technology that protects digital information ("Security Framework"). Your usage of the Products is limited to certain usage rules established by iTunes and its principals ("Usage Rules"). You acknowledge that your usage of the Products is limited to the following Usage Rules. You agree to use Products in compliance with such Usage Rules.

##### Usage Rules

(i) Your use of the Products is conditional upon your prior acceptance of the terms of this Agreement and the applicable end-user license agreement.

(ii) You shall be able to store Products from up to five different Accounts on certain iPhone OS-based devices (including, but not limited to, iPad, iPod touch or iPhone) at a time.

(iii) You shall be able to store Products on five devices (such as a computer) with the iTunes application installed at any time.

(iv) You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the Service or used to administer the Usage Rules.

(v) The delivery of Products does not transfer to you any promotional use rights in the Products.

(vi) You shall be able to manually sync Products from at least one iTunes-authorized device to devices that have manual sync mode, provided that the Product is associated with an Account on the primary iTunes-authorized device, where the primary iTunes-authorized device is the one that was first synced with the device, or the one that you subsequently designate as primary using the iTunes application.

c. **Product Security.** You agree not to violate or attempt to violate any element of the Security Framework. You agree not to attempt to, or encourage or assist any other person to, circumvent, modify, reverse-engineer, decompile, disassemble, or otherwise tamper with any part of the Security Framework, or any other technology or software that is part of the Service or used to administer the Usage Rules, or interfere with, remove or alter any rights management information on the Products for whatever reason. Usage Rules may be controlled and monitored by iTunes for compliance purposes, and iTunes reserves the right to enforce the Usage Rules with or without notice to you.

d. You agree that your license of Products constitutes your acceptance of and agreement to use such Products solely in accordance with the Usage Rules, and that any other use of the Products may constitute a copyright infringement. The security technology, if applicable, is an inseparable part of the Products. The Usage Rules shall govern your rights with respect to the Products, in addition to any other terms or rules that may have been established between you and another party.

e. You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of iTunes.

f. The Service may offer interactive features that allow you to, among other things, submit or post information, materials or links to third party content on areas of the Service accessible and viewable by other users of the Service and the public. You represent and agree that your possible participation in any such activities and any use by you of such features, including any information, materials or links submitted or posted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, and that you have obtained all necessary rights, licenses or clearances. You further agree to provide accurate and complete information in connection with your submission or posting of any information or materials on the Service. Moreover, you hereby grant iTunes a worldwide, royalty-free, non-exclusive license to use such materials as part of the Service, and in relation to Products, without any compensation or

obligation to you.

iTunes reserves the right not to post or publish any materials, and to delete, remove or edit any material, at any time in its sole discretion without notice or liability.

iTunes has the right, but not the obligation, to monitor any information and materials submitted or posted by you or otherwise available on the Service, to investigate any reported or apparent breach of this Agreement, and to take any action that iTunes in its sole discretion deems appropriate, including, without limitation, under Section 24 below or under Apple's Copyright Policy (<http://www.apple.com/legal/copyright.html>), which is expressly made a part of this Agreement. If you have not already read Apple's Copyright Policy, you should do so now.

10. PAYMENT METHODS. The Service accepts credit and debit cards, payment through your Click&Buy account, Gift Certificates, iTunes Cards and Monthly Gift balances as forms of payment. If a credit or debit card company, or your Click&Buy account, is being used for a transaction, iTunes may obtain a pre-approval from the credit or debit card company or from Click&Buy (as the case may be) for an amount up to the amount of the order. Billing to your credit or debit card or to your Click&Buy account occurs at the time of purchase or shortly thereafter. If the balance from an iTunes Card, Gift Certificate or Monthly Gift is used for an App Store transaction, the amount is deducted from your iTunes Card, Gift Certificate or your Monthly Gift balance (as the case may be) at the time of purchase. If the total amount of the transaction is greater than the balance available in your iTunes Card, Gift Certificate or Allowance Account, your credit card or debit card, or Click&Buy account, will be charged for the balance.

The Service accepts the following credit cards: Visa, MasterCard, American Express, Solo and Switch.

#### PLEASE NOTE

\* We are unable to accept credit or debit cards issued by banks outside of the United Kingdom or prepaid gift cards issued by credit card companies.

\* Credit cards and cheque cards have daily spending limits that may prevent the processing of your order.

\* If a transaction has been declined online due to credit or debit card issues, or issues with your Click&Buy account, please ensure all data is correct and resubmit. If the transaction is not accepted online, you will be unable to use that card or your Click&Buy account (as the case may be) for your transaction and should use another payment card.

#### 11. AGREEMENT TO PAY.

a. Payment for Products. You agree to pay for all Products you license through the Service, and that iTunes may charge your payment card or Click&Buy account for any Products licensed, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your Account. You are responsible for the timely payment of all fees and for providing iTunes with valid payment card or Click&Buy account details for payment of all fees. All fees will be billed to the payment card, or the Click&Buy account, you designate during the registration process. If you want to designate a different payment card or if there is a change in your payment card or Click&Buy account status, you must change your payment card or Click&Buy account information online at the Account Info section of the Service. (There may be a temporary disruption of your access to the Service until iTunes can verify the validity of the new payment card or Click&Buy account information.)

b. Right to Change Prices and Availability of Products. Prices and availability of any Products are subject to change at any time with respect to future purchases only.

c. Electronic Signatures and Contracts. Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into on this site, including notices of cancellation, policies, contracts and applications.

d. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

#### 12. RIGHT OF WITHDRAWAL AND DELIVERY OF PRODUCTS; REFUNDS.

a. You have the right to withdraw from your transaction without charge and without giving any reason until delivery of the Products has started. You do not have a right to withdraw from a transaction once delivery of the Products has started. The App Store service commences immediately when you begin to download Products from the App Store and you will not have a right to cancel your contract once the service commences. All transactions are final.

b. Interrupted Delivery to iPad, iPod or iPhone. If delivery of a Product you licensed on an iPad, iPod or iPhone is interrupted, your transaction will be included in your download queue. You may resume the delivery to your iTunes-authorized device by selecting "Check for Available Downloads" in the Store menu in the iTunes 8 and 9 (or "Check for Purchases" in the Store menu in iTunes 7) on your computer. When using the App Store on your iPad, iPod touch or iPhone, you may resume delivery by checking the download section.

c. Refund Policy. On occasion, technical problems may delay or prevent delivery of your Product. Your exclusive and sole remedy with respect to Product that is not delivered within a reasonable period will be either replacement of such Product, or refund of the price paid for such Product, as determined by iTunes.

13. TECHNICAL STEPS – 1-CLICK®. 1-Click is a registered service mark of Amazon.com, Inc., used under license. All App Store transactions utilize 1-Click, a convenient feature that allows you to license Products from the Service with a single click of your mouse or other input device. When accessing the Service on your iPad, iPod or iPhone, 1-Click is activated for each transaction by pressing the button showing the price of the product, which reveals the "Buy" or "Install" button. When accessing the Service on your computer, clicking the "Buy" or "Install" button will start the download immediately and complete your transaction without any further steps. Transactions using 1-Click are subject to these Terms and Conditions, including the Refund Policy set forth herein.

14. BILLING. If you are transacting using 1-Click or your Click&Buy account, your order may be authorised and billed in gradual increments during one transaction session as you click the "Buy" button. Depending on the size of your order, this may appear as multiple orders and billings on your payment card statement.

15. iTUNES CARDS. iTunes Cards are for transactions on the iTunes Store and the App Store only. iTunes Cards may not be used for transactions on the Apple Online Store or in Apple Retail Stores. iTunes Cards are non-refundable. iTunes Cards may not be used to purchase Gift Certificates, Monthly Gifts or other iTunes Cards.

16. GIFTS. Gifts purchased from the App Store in the United Kingdom may be purchased only for, and redeemed only by, persons in the United Kingdom. Gifts are non-refundable, without prejudice to your statutory rights to a refund in case of faulty or misdescribed gifts. Gifts may not be purchased with iTunes Cards, Gift Certificates or Allowance Accounts. Gifts may not be used for In-App Purchases, Upgrades, or the iPod touch OS. Gift recipients must have compatible hardware and parental control settings to utilise some gifts.

17. DORMANT GIFT CERTIFICATES, MONTHLY GIFTS AND iTUNES CARDS. Gift Certificates, Monthly Gifts and iTunes Cards, and unused portions of Gift Certificates, Monthly Gifts and iTunes Cards, expire on the later of two years from the date of issuance and two years from the date of last activity if applied to an Account.

View the iTunes Gift Certificate, iTunes Cards, Content Codes and Monthly Gift Terms and Conditions, which form part of this Agreement at <http://www.apple.com/legal/itunes/uk/terms.html#GIFTS>. If you have not already read these terms and conditions, you should do so now.

18. UPGRADES. The latest version of the iTunes software is recommended to access the Service. From time to time, an upgrade to the latest version of the iTunes software may be required in order to make transactions from the Service, to download Products previously licensed from the Service (for example, Products in your download queue) or to take advantage of new features of the Service. The latest version of the iTunes software is available for download to your computer at no charge, and the minimum system requirements for running it are provided, at <http://www.apple.com/uk/itunes/download/>. To get the latest version of the iTunes software for your iPad, iPod touch or iPhone, you may need to download and install the latest version of the iPad/iPhone/iPod touch OS. Use of iTunes software is subject to acceptance of its software license agreement presented at the time of installation. For any additional questions regarding required upgrades, please contact iTunes Store Customer Service (see below).

19. PRODUCT AVAILABILITY. On occasion, a licensed Product may become unavailable following a transaction but prior to download. Your sole remedy in such cases is a refund of the price paid for the unavailable licensed Product. Please contact iTunes Store Customer Service for assistance in such cases (see below).

20. FOR ASSISTANCE WITH ORDERS – iTUNES STORE CUSTOMER SERVICE. For assistance with billing questions or other order inquiries, please refer to our online support page by clicking here: <http://www.apple.com/uk/support/itunes/store/>. If you cannot find the answers you are seeking in our robust knowledge base, you can send us an email by visiting the following URL <http://www.apple.com/uk/support/itunes/store/email/>, and completing the email form. Responses to emails will be provided as soon as possible.

21. IMPORTANT SAFETY INFORMATION: (1) To avoid muscle, joint or eye strain during video game play, you should always take frequent breaks from playing, and stop and take a longer rest if your eyes, hands, wrists or arms become tired or sore or you feel any other discomfort. (2) A very small percentage of people may experience seizures or blackouts when exposed to flashing lights or patterns, including while playing video games or watching videos. Symptoms may include dizziness, nausea, involuntary movements, loss of awareness, altered vision, tingling, numbness, or other discomforts. Consult a doctor before playing video games if you have ever suffered these or other symptoms linked to seizures and/or epilepsy, and stop playing immediately and see a doctor if these or similar symptoms occur during game play. Parents should monitor their children's video game play for signs of symptoms.

22. OBJECTIONABLE MATERIAL. You understand that by using the Service, you may encounter material that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as containing explicit material. Nevertheless, you agree to use the Service at your sole risk and that iTunes shall have no liability to you for content that may be found to be offensive, indecent, or objectionable. Application types and descriptions are provided for convenience, and you acknowledge and agree that iTunes does not guarantee their accuracy.

23. INTELLECTUAL PROPERTY.

a. Acknowledgement of Ownership. You agree that the Service, including but not limited to Products, graphics, user interface, audio clips, editorial content, and the scripts and software used to implement the Service, contains proprietary information and material that is owned by iTunes, its principals and/or their licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with the terms of this Agreement. No portion of the Service may be

reproduced in any form or by any means, except as expressly permitted hereunder. You agree not to modify, rent, lease, loan, sell, assign, transfer, distribute, sublicense or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorised way whatsoever, including but not limited to, by trespass or burdening network capacity.

b. Removal of iTunes Content or Other Materials. Notwithstanding any other provision of this Agreement, iTunes, its principals and their licensors reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of the Service at any time without notice. In no event will iTunes be liable for the removal of or disabling of access to any such Products, content or materials under this Agreement. iTunes may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability. Removal of Products from the Service will not affect Products that you have already licensed from the Service.

c. Copyrights. iTunes and/or its licensors own the copyright in the Service, including the compilation of content, postings, links to other Internet resources, and descriptions of those resources. The use of any part of the Service, except for use of the Service as permitted in these Terms of Service, is strictly prohibited and infringes on the intellectual property rights of others and may subject you to civil and criminal penalties, including possible monetary damages, for copyright infringement.

d. Trade marks. Apple, the Apple logo, iTunes, and other Apple trade marks, service marks, graphics, and logos used in connection with the Service are trade marks or registered trade marks of Apple Inc. in the U.S. and/or other countries. Other trade marks, service marks, graphics, and logos used in connection with the Service may be the trade marks of their respective owners. You are granted no right or license with respect to any of the aforesaid trade marks and any use of such trade marks.

#### 24. TERMINATION.

a. Termination by iTunes. If you fail, or iTunes has strong grounds to believe that you have failed, to comply with any of the provisions of this Agreement, including but not limited to failure to make payment of fees due, failure to provide iTunes with a valid payment card or with accurate and complete Registration Data, failure to safeguard your Account information, breach of the Usage Rules or any license to the software, or infringement or other breach of third parties' rights, iTunes, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the Service (or any part thereof).

b. Termination of the Service. iTunes reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time, and iTunes will not be liable. To the extent possible, iTunes will warn you in advance of any modification, suspension or discontinuation of the Service. Termination of the Service will not affect the Products that you have already licensed. However, you may be unable to authorise additional computers to use Products protected by the Security Framework.

25. GENERAL COMPLIANCE WITH LAWS. The Service is controlled and operated by iTunes from its offices in Luxembourg. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service.

26. ENFORCEMENT OF THESE TERMS. iTunes reserves the right to take steps iTunes believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to iTunes' right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights). You agree that iTunes has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as iTunes believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to iTunes' right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights).

27. NO RESPONSIBILITY FOR THIRD-PARTY MATERIALS OR WEB SITES. Certain content, Products, and services available via the Service may include materials from third parties. In addition, iTunes may provide links to certain third party Web sites. You acknowledge and agree that iTunes is not responsible for examining or evaluating the content or accuracy of any such third-party material or Web sites. iTunes does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or Web sites, or for any other materials, products, or services of third parties. Links to other Web sites are provided solely as a convenience to you. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that iTunes is not in any way responsible for any such use by you.

28. MAINTENANCE AND SUPPORT: The Application Provider is solely responsible for providing any maintenance and support services with respect to its licensed Product, as specified in the applicable end-user license agreement, or as required under applicable law. You acknowledge that iTunes has no obligation whatsoever to furnish any maintenance and support services with respect to any third-party licensed Product.

#### 29. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATIONS.

a. iTunes will provide the Service with reasonable care and skill. iTunes does not make any other promises or warranties about the Service and in particular does not warrant that:

(i) your use of the Service will be uninterrupted or error-free. You agree that from time to time iTunes may remove the Service for indefinite periods of time, or cancel the Service at any time for technical or

operational reasons and will, to the extent practicable, notify you of this;

(ii) the Service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and iTunes disclaims any liability relating thereto. You shall be responsible for backing up your own system, including any Products purchased from the iTunes Store or the App Store that are stored in your system.

b. Except as set out in section 29(d), or in the event that you are exercising your statutory right to refund or compensation, in no case shall iTunes, its directors, officers, employees, affiliates, agents, contractors, principals or licensors be liable for any loss or damage caused by iTunes, its employees or agents where:

(i) there is no breach of a legal duty of care owed to you by iTunes or by any of its employees or agents;

(ii) it is not a reasonably foreseeable result of any such breach;

(iii) any increase in loss or damage results from breach by you of any term of this Agreement;

(iv) it results from a decision by iTunes to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of iTunes' conclusion that a violation of this Agreement has occurred; or

(v) it relates to loss of income, business or profits, or any loss of data or corruption of data in connection with your use of the Service.

c. iTunes shall use reasonable efforts to protect information submitted by you in connection with the Service, including from fraudulent use.

d. Nothing in this Agreement removes or limits iTunes' liability for fraud, for death or personal injury.

30. If you breach this Agreement, you will be liable to iTunes, its director, officers, employees, affiliates, agents, contractors, and licensors for any claim arising out of your breach. You will also be liable for any action taken by iTunes as part of its investigation of a suspected violation of this Agreement, or as a result of its findings or decision that a violation of this Agreement has occurred.

31. CHANGES. iTunes reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be communicated to you and, if accepted, will be effective immediately and will be incorporated into this Agreement. In the event that you refuse to accept such changes, iTunes will have the right to terminate the Agreement and prevent further transactions by you on the iTunes Store and/or the App Store.

32. NOTICES. iTunes may send you notice with respect to the Service by sending an email message to the email address listed in your iTunes Account contact information, by sending a letter via postal mail to the contact address listed in your iTunes Account contact information, or by a posting on the Service. Notices shall become effective immediately.

33. GOVERNING LAW. This Agreement and the use of the Service is governed by English law.

34. MISCELLANEOUS. These Terms and Conditions constitute the entire agreement between you and iTunes and govern your use of the Service, superseding any prior agreements between you and iTunes. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. iTunes' failure to enforce any right or provisions in these Terms and Conditions will not constitute a waiver of such provision, or any other provision of these Terms and Conditions. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect. iTunes will not be responsible for failures to fulfill any obligations due to causes beyond its control.

#### 35. OTHER TERMS AND CONDITIONS

iTunes is not responsible for typographic errors.

About us: Our registered number is RCS Luxembourg B 101 120 and our registered office is at 8 rue Heinrich Heine, L-1720 Luxembourg.

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#### LICENSED APPLICATION END USER LICENSE AGREEMENT

The Products made available through the Service are licensed, not sold, to you. Your license to each Product you obtain through the Service is subject to your prior acceptance of this Licensed Application End User License Agreement and you agree that the terms of this Licensed Application End User license Agreement will apply to each Product you license from the Service, unless the Product is covered by a valid end user license agreement entered into between you and the provider of the Product (the "Application Provider"), in which case the terms of that separate license agreement will govern, subject to your prior acceptance of that separate license agreement. The Application Provider reserves all rights not expressly granted to you. The Product that is subject to this license is referred to in this license as the "Licensed Application".

a. Scope of license: This license granted to you for the Licensed Application by Application Provider is limited

to a non-transferable license to use the Licensed Application on any iPhone OS-based device (including, but not limited to, iPad, iPhone or iPod touch) that you own or control and as permitted by the Usage Rules set forth in Section 9.b. of the App Store Terms and Conditions (the "Usage Rules"). This license does not allow you to use the Licensed Application on any iPhone OS-based device that you do not own or control, and you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not modify, rent, lease, lend, sell, assign, transfer, redistribute or sublicense the Licensed Application. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). Any attempt to do so is a breach of the rights of the Application Provider and its licensors. If you breach this restriction, You may be subject to prosecution and damages.

The terms of the license will govern any upgrades provided by Application Provider that replace and/or supplement the original Licensed Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

b. Consent to Use of Data: You agree that Application Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Licensed Application. Application Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

c. Termination. The license is effective until terminated by you or Application Provider. Your rights under this license will terminate automatically without notice from the Application Provider if you fail to comply with any term(s) of this license. Upon termination of the license, you shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

d. Services; Third Party Materials. The Licensed Application may enable access to Application Provider's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that you accept additional terms of service.

You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that the Application Provider shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

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31. NOTICES. iTunes may send you notice with respect to the iBookstore by sending an email message to the email address listed in your iTunes Account contact information, by sending a letter via postal mail to the contact address listed in your iTunes Account contact information, or by a posting on the iBookstore. Notices shall become effective immediately.

32. GOVERNING LAW. This Agreement and the use of the iBookstore is governed by English law.

33. MISCELLANEOUS. These Terms and Conditions constitute the entire agreement between you and iTunes and govern your use of the iBookstore, superseding any prior agreements between you and iTunes. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. iTunes' failure to enforce any right or provisions in these Terms and Conditions will not constitute a waiver of such provision, or any other provision of these Terms and Conditions. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect. iTunes will not be responsible for failures to fulfill any obligations due to causes beyond its control.

#### 34. OTHER TERMS AND CONDITIONS

iTunes is not responsible for typographic errors.

No iTunes or Apple employee or agent has the authority to vary any of the iBookstore's policies or the terms and conditions governing any sale.

Last updated: May 19, 2010

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#### Privacy Policy

Your privacy is important to Apple. So we've developed a Privacy Policy that covers how we collect, use, disclose, transfer, and store your information. Please take a moment to familiarize yourself with our privacy practices and let us know if you have any questions.

#### Collection and Use of Personal Information

Personal information is data that can be used to uniquely identify or contact a single person.

You may be asked to provide your personal information anytime you are in contact with Apple or an Apple affiliated company. Apple and its affiliates may share this personal information with each other and use it consistent with this Privacy Policy. They may also combine it with other information to provide and improve our products, services, content, and advertising.

Here are some examples of the types of personal information Apple may collect and how we may use it.

#### What personal information we collect

- When you create an Apple ID, register your products, apply for commercial credit, purchase a product, download a software update, register for a class at an Apple Retail Store, or participate in an online survey, we may collect a variety of information, including your name, mailing address, phone number, email address, contact preferences, and credit card information.
- When you share your content with family and friends using Apple products, send gift certificates and products, or invite others to join you on Apple forums, Apple may collect the information you provide about those people such as name, mailing address, email address, and phone number.
- In the U.S., we may ask for your Social Security number (SSN) but only in limited circumstances such as when setting up a wireless account and activating your iPhone or when determining whether to extend commercial credit.

#### How we use your personal information

- The personal information we collect allows us to keep you posted on Apple's latest product announcements, software updates, and upcoming events. It also helps us to improve our services, content, and advertising. If you don't want to be on our mailing list, you can opt out anytime by updating your preferences.
- We also use personal information to help us develop, deliver, and improve our products, services, content, and advertising.
- From time to time, we may use your personal information to send important notices, such as communications about purchases and changes to our terms, conditions, and policies. Because this information is important to your interaction with Apple, you may not opt out of receiving these communications.
- We may also use personal information for internal purposes such as auditing, data analysis, and research to improve Apple's products, services, and customer communications.
- If you enter into a sweepstake, contest, or similar promotion we may use the information you provide to administer those programs.

#### Collection and Use of Non-Personal Information

We also collect non-personal information – data in a form that does not permit direct association with any specific individual. We may collect, use, transfer, and disclose non-personal information for any purpose. The following are some examples of non-personal information that we collect and how we may use it:

- We may collect information such as occupation, language, zip code, area code, unique device identifier,

location, and the time zone where an Apple product is used so that we can better understand customer behavior and improve our products, services, and advertising.

■ We also may collect information regarding customer activities on our website, MobileMe service, and iTunes Store and from our other products and services. This information is aggregated and used to help us provide more useful information to our customers and to understand which parts of our website, products, and services are of most interest. Aggregated data is considered non-personal information for the purposes of this Privacy Policy.

If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.

#### Cookies and Other Technologies

Apple's website, online services, interactive applications, email messages, and advertisements may use "cookies" and other technologies such as pixel tags and web beacons. These technologies help us better understand user behavior, tell us which parts of our website people have visited, and facilitate and measure the effectiveness of advertisements and web searches. We treat information collected by cookies and other technologies as non-personal information. However, to the extent that Internet Protocol (IP) addresses or similar identifiers are considered personal information by local law, we also treat these identifiers as personal information. Similarly, to the extent that non-personal information is combined with personal information, we treat the combined information as personal information for the purposes of this Privacy Policy.

Apple and its partners use cookies and other technologies in mobile advertising services to control the number of times you see a given ad, deliver ads that relate to your interests, and measure the effectiveness of ad campaigns. If you do not want to receive ads with this level of relevance on your mobile device, you can opt out by accessing the following link on your device: <http://oo.apple.com>. If you opt out, you will continue to receive the same number of mobile ads, but they may be less relevant because they will not be based on your interests. You may still see ads related to the content on a web page or in an application or based on other non-personal information. This opt-out applies only to Apple advertising services and does not affect interest-based advertising from other advertising networks.

Apple and our partners also use cookies and other technologies to remember personal information when you use our website, online services, and applications. Our goal in these cases is to make your experience with Apple more convenient and personal. For example, knowing your first name lets us welcome you the next time you visit the Apple Online Store. Knowing your country and language – and if you are an educator, your school – helps us provide a customized and more useful shopping experience. Knowing someone using your computer or device has shopped for a certain product or used a particular service helps us make our advertising and email communications more relevant to your interests. And knowing your contact information, product serial numbers, and information about your computer or device helps us register your products, personalize your operating system, set up your MobileMe service, and provide you with better customer service.

If you want to disable cookies and you're using the Safari web browser, go to Safari preferences and then to the Security pane to disable cookies. On your Apple mobile device, go to Settings, then Safari, and then to the Cookies section. For other browsers, check with your provider to find out how to disable cookies. Please note that certain features of the Apple website will not be available once cookies are disabled.

As is true of most websites, we gather some information automatically and store it in log files. This information includes Internet Protocol (IP) addresses, browser type and language, Internet service provider (ISP), referring and exit pages, operating system, date/time stamp, and clickstream data.

We use this information to understand and analyze trends, to administer the site, to learn about user behavior on the site, and to gather demographic information about our user base as a whole. Apple may use this information in our marketing and advertising services.

In some of our email messages, we use a "click-through URL" linked to content on the Apple website. When customers click one of these URLs, they pass through a separate web server before arriving at the destination page on our website. We track this click-through data to help us determine interest in particular topics and measure the effectiveness of our customer communications. If you prefer not to be tracked in this way, you should not click text or graphic links in the email messages.

Pixel tags enable us to send email messages in a format customers can read, and they tell us whether mail has been opened. We may use this information to reduce or eliminate messages sent to customers.

#### Disclosure to Third Parties

At times Apple may make certain personal information available to strategic partners that work with Apple to provide products and services, or that help Apple market to customers. For example, when you purchase and activate your iPhone, you authorize Apple and its carrier to exchange the information you provide during the activation process to carry out service. If you are approved for service, your account will be governed by Apple and its carrier's respective privacy policies. Personal information will only be shared by Apple to provide or improve our products, services and advertising; it will not be shared with third parties for their marketing purposes.

#### Service Providers

Apple shares personal information with companies who provide services such as information processing, extending credit, fulfilling customer orders, delivering products to you, managing and enhancing customer data, providing customer service, assessing your interest in our products and services, and conducting

customer research or satisfaction surveys. These companies are obligated to protect your information and may be located wherever Apple operates.

#### Others

It may be necessary – by law, legal process, litigation, and/or requests from public and governmental authorities within or outside your country of residence – for Apple to disclose your personal information. We may also disclose information about you if we determine that for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate.

We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce our terms and conditions or protect our operations or users. Additionally, in the event of a reorganization, merger, or sale we may transfer any and all personal information we collect to the relevant third party.

#### Protection of Personal Information

Apple takes precautions — including administrative, technical, and physical measures — to safeguard your personal information against loss, theft, and misuse, as well as against unauthorized access, disclosure, alteration, and destruction.

Apple online services such as the Apple Online Store and iTunes Store use Secure Sockets Layer (SSL) encryption on all web pages where personal information is collected. To make purchases from these services, you must use an SSL-enabled browser such as Safari, Firefox, or Internet Explorer. Doing so protects the confidentiality of your personal information while it's transmitted over the Internet.

When you use some Apple products, services, or applications or post on an Apple forum, chat room, or social networking service, the personal information you share is visible to other users and can be read, collected, or used by them. You are responsible for the personal information you choose to submit in these instances. For example, if you list your name and email address in a forum posting, that information is public. Please take care when using these features.

#### Integrity and Retention of Personal Information

Apple makes it easy for you to keep your personal information accurate, complete, and up to date. We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

#### Access to Personal Information

You can help ensure that your contact information and preferences are accurate, complete, and up to date by logging in to your account at [www.apple.com/contact/myinfo](http://www.apple.com/contact/myinfo). For other personal information, we make good faith efforts to provide you with access so you can request that we correct the data if it is inaccurate or delete the data if Apple is not required to retain it by law or for legitimate business purposes. We may decline to process requests that are unreasonably repetitive, require disproportionate technical effort, jeopardize the privacy of others, are extremely impractical, or for which access is not otherwise required by local law. Access, correction, or deletion requests can be made to the regional Privacy email addresses.

#### Children

We do not knowingly collect personal information from children under 13. If we learn that we have collected the personal information of a child under 13 we will take steps to delete the information as soon as possible.

#### Location-Based Services

To provide location-based services on Apple products, Apple and our partners and licensees may collect, use, and share precise location data, including the real-time geographic location of your Apple computer or device. This location data is collected anonymously in a form that does not personally identify you and is used by Apple and our partners and licensees to provide and improve location-based products and services. For example, we may share geographic location with application providers when you opt in to their location services.

Some location-based services offered by Apple, such as the MobileMe "Find My iPhone" feature, require your personal information for the feature to work.

#### Third-Party Sites and Services

Apple websites, products, applications, and services may contain links to third-party websites, products, and services. Our products and services may also use or offer products or services from third parties – for example, a third-party iPhone app. Information collected by third parties, which may include such things as location data or contact details, is governed by their privacy practices. We encourage you to learn about the privacy practices of those third parties.

#### International Users

Information you provide may be transferred or accessed by entities around the world as described in this Privacy Policy. Apple abides by the "safe harbor" framework set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information collected by organizations in the European Economic Area and Switzerland. Learn more about the U.S. Department of Commerce Safe Harbor Program.

Please note that personal information regarding individuals who reside in a member state of the European Economic Area (EEA) is jointly controlled by Apple Sales International in Cork, Ireland, and Apple UK Limited in Uxbridge, United Kingdom. Personal information collected in the EEA when using iTunes is controlled by iTunes SARL in Luxembourg.

#### Our Companywide Commitment to Your Privacy

To make sure your personal information is secure, we communicate our privacy and security guidelines to Apple employees and strictly enforce privacy safeguards within the company.

#### Privacy Questions

If you have questions or concerns about Apple's Privacy Policy or data processing, please contact us at the appropriate regional email addresses for your local Apple Data Controller listed below.

#### Country or Region Contact Information

United States [privacy@apple.com](mailto:privacy@apple.com)  
Canada [privacy-ca@apple.com](mailto:privacy-ca@apple.com)  
Latin America [privacy-la@apple.com](mailto:privacy-la@apple.com)  
Europe [privacyeuropa@apple.com](mailto:privacyeuropa@apple.com)  
Japan [privacy-japan@apple.com](mailto:privacy-japan@apple.com)  
Australia [privacy@apple.com.au](mailto:privacy@apple.com.au)  
Asia/Pacific [privacy@asia.apple.com](mailto:privacy@asia.apple.com)

Apple may update its Privacy Policy from time to time. When we change the policy in a material way, a notice will be posted on our website along with the updated Privacy Policy.

Apple Inc., 1 Infinite Loop, Cupertino, California, USA 95014

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