

EXHIBIT 12

TERMS AND CONDITIONS

ITUNES STORE

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TERMS OF SALE

TERMS OF SERVICE

GIFT CERTIFICATE, ITUNES CARDS, CONTENT CODES AND ALLOWANCES

APP STORE TERMS AND CONDITIONS

LICENSED APPLICATION END USER LICENSE AGREEMENT

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iTunes Store

TERMS OF SALE

U.S. SALES ONLY

Purchases or rentals (as applicable) from the iTunes Store are available to you only in the United States, its territories, and possessions, and are not available in any other location. You agree not to use or attempt to use the iTunes Store from outside of the available territory. Apple may use technologies to verify such compliance.

SALES TO END USERS ONLY

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

REFUND POLICY

All Sales and rentals (as applicable) are final.

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 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 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 Wishlist" from the dropdown menu that appears next to the "Buy" button for the Product you wish to purchase. Using Wishlist allows you to review and change the Products you have selected for purchase before completing the transaction. The Wishlist functionality is not available in earlier versions of iTunes or when accessing the iTunes Store on your iPod or iPhone, or for Movie Rentals, Season Passes and 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 accessing the iTunes Store on your iPod or iPhone, or for Movie Rentals, Season Passes and iTunes Passes.

PAYMENT METHODS

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

The iTunes Store accepts the following credit cards: Visa, MasterCard, American Express, and Discover.

PLEASE NOTE

We are unable to accept credit cards issued by banks outside of the United States or prepaid gift cards issued by credit card companies. Debit cards and check cards have daily spending limits that may prevent the processing of your order.

If a transaction has been declined online due to credit card issues, or issues with your PayPal 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 PayPal account (as the case may be) for your transaction and should use another credit card.

BILLING

If you are transacting using 1-Click or your PayPal account, your order may be authorized 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 credit card statement.

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

SALES TAX

iTunes Store transactions will include sales tax based on the bill-to address and the sales tax rate in effect at the time your transaction is completed. If the sales tax rate for the billing address changes before the purchased or rented (as applicable) digital content is downloaded, the new tax rate in effect at the time of download will apply. We will only charge tax in states where digital goods are taxable. No customers are eligible for tax exemptions for transactions made on the iTunes Store.

PRE-ORDERS

By pre-ordering Products, you are authorizing 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 iPod touch or iPhone. Pre-orders purchased from your computer can only be managed and downloaded on your computer.

GIFT CERTIFICATE TRANSACTIONS

Gift Certificates may be redeemed for iTunes Store transactions only and are non-refundable, except as required by law. They cannot be used for purchases on the Apple Online Store or used in Apple Retail Stores. Sales tax will not be charged when the Gift Certificate is purchased. Sales tax is charged when the Gift Certificate is used for an iTunes Store transaction. The tax rate on the transaction is based on the address of the redeemer (see Tax section for more information). Purchases for Gift Certificates may be purchased only in whole dollar increments or designated amounts. Gift Certificates may not be used to purchase other Gift Certificates, iTunes Cards or Allowance Accounts.

ALLOWANCE ACCOUNTS

Allowance Accounts are for transactions on the iTunes Store only. The Allowance Account may not be used for gifts, or purchases on the Apple Online Store or in Apple Retail Stores. Sales tax will be charged when the Allowance Account is used to make an iTunes Store transaction. The tax rate on the transaction is based on the address of the account user (see Sales Tax section for more information). Allowance Account balances are non-refundable. Allowance Account balances may not be used to purchase Gift Certificates, iTunes Cards or other Allowance Accounts.

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, except as required by law. iTunes Cards may not be used to purchase Gift Certificates, Allowance Accounts or other iTunes Cards.

GIFTS

Gifts purchased from the iTunes Store in the United States may be purchased only for, and redeemed only by, residents of the United States. Gifts are non-refundable. Gifts may not be purchased with iTunes Cards, Gift Certificates or Allowance Accounts. Gifts may not be used for Movie Rentals or Apps.

COMPLETE MY ALBUM ("CMA")

If you have acquired select songs or music videos from the iTunes Store, Apple 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 acquired from the iTunes Store other than songs and music videos. Except in the case of special promotions that Apple 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 CMA 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 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://phobos.apple.com/WebObjects/MZStore.woa/wa/iTunesPlusFAQPage>.

RING TONES

Ring tone 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). In addition, using the iTunes application and subject to a separate fee, you may be able to create ring tone Products, usable only on iPhones and no more than 30 seconds in length, from eligible songs that you have purchased from the iTunes Store and which reside in your iTunes Library. Eligibility for ring tone creation and purchase is determined at the time you choose to purchase the ring tone you have created, not at the time you originally purchase the song from the iTunes Store. The eligibility of particular songs for ring tone creation and purchase is subject to change at any time. Indications of ring tone eligibility for particular songs in your iTunes application are provided solely for convenience, and do not guarantee that the applicable song will be eligible for ring tone creation and purchase at any time in the future. Ring tone 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 program season, as may be indicated on the iTunes Store for the particular Season Pass. Multi-Pass includes the episodes of the purchased program specified on the purchase page. The full price of the Season Pass or Multi-Pass is charged upon purchase. No 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 become available for download as they appear on iTunes, and may then 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 iTunes and download any remaining episodes in the Season Pass or Multi-Pass within 90 days after the final purchased episode becomes available on iTunes (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 such 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. In addition, Season Pass and Multi-Pass purchases may be reviewed, and automatic renewal may be selected or canceled for any current or future Multi-Pass that you have purchased, in the Manage Passes section of your Account, on your computer. Once a subsequent Multi-Pass cycle has been purchased pursuant to an automatic renewal, it may no longer be cancelled 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 select 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. No refunds, returns or cancellations. 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 iTunes. To download, connect to iTunes 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 a part of a purchased iTunes Pass will then download. Purchaser must connect to iTunes 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 iPod touch or iPhone.

iTUNES LP AND iTUNES EXTRAS

iTunes LP and iTunes Extras 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 movie) that includes an iTunes LP or iTunes Extras using an iPhone or iPod touch, the iTunes LP or iTunes Extras will not download to your iPhone or iPod touch and instead will be added to your download queue, and you may add it to the iTunes library on your Apple-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 iPhone or iPod touch to the same Apple-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 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 Apple 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 make 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/Multi-Pass episodes) or to take advantage of new features of the iTunes Store. The latest version of the iTunes software is available for download at no charge, and the minimum system requirements for running it are provided, at <http://www.apple.com/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).

Apple 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).

MOVIE RENTALS

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

You may move movie 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 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 movie to begin viewing. Once you begin viewing, you have twenty-four (24) hours to view the movie (the "Viewing Period"). You may view the movie an unlimited number of times during the Viewing Period. Movies are not viewable after the thirty (30) day period. Stopping, pausing or restarting a movie does not extend the available time for viewing.

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

Broadband Internet connection required.

For more information about Movie Rentals, please read the iTunes Store Movie Rental FAQ
<http://www.info.apple.com/kbnum/n307257>

HDMI

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

HIGH DEFINITION PRODUCTS

Products in high definition resolution (HD) are viewable only on computers 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 sales tax (in effect on the day of download). Apple reserves the right to change prices for 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, Apple 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/support/itunes/store/>. If you cannot find the answers you are seeking in our robust knowledge base, you can contact us by visiting the following URL <http://www.apple.com/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.

CONTENT USAGE RULES

Your use of any Products purchased or rented (as applicable) from the iTunes Store is conditioned upon your prior acceptance of the Terms of Service, including, without limitation, the Usage Rules set forth therein.

OTHER TERMS AND CONDITIONS

Apple is not responsible for typographic errors.

Apple reserves the right to change the terms and conditions of sale at the iTunes Store at any time. Customers are encouraged to review the Terms of Sale on a periodic basis for modifications.

All transactions on the iTunes Store are governed by California law, without giving effect to its conflict of law provisions. Risk of loss and title for all electronically delivered transactions pass to the purchaser or renter

(as applicable) in California upon electronic transmission to the recipient. No Apple employee or agent has the authority to vary any of the iTunes Store's policies or the terms and conditions governing any sale.

View the iTunes Store Gift Certificate, iTunes Cards, Content Codes and Allowances Terms and Conditions, which are hereby made a part of these Terms of Sale, at <http://www.apple.com/legal/itunes/us/terms.html#GIFTS>

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iTunes Store

TERMS OF SERVICE

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("APPLE") STATING THE TERMS THAT GOVERN YOUR USE OF THE ITUNES STORE SERVICE. THIS AGREEMENT - TOGETHER WITH ALL UPDATES, ADDITIONAL TERMS, SOFTWARE LICENSES, AND ALL OF APPLE'S RULES AND POLICIES - COLLECTIVELY CONSTITUTE THE "AGREEMENT" BETWEEN YOU AND APPLE. 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 APPLE MAY REFUSE ACCESS TO THE ITUNES STORE FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT.

1. Definition of the iTunes Store Service. Apple is the provider of the iTunes Store (the "Service") that permits you to purchase or rent (as applicable) digital content, such as sound recordings and videos (including movies and television shows), games, software, and ring tones, under certain terms and conditions as set forth in this Agreement.

2. Age requirements for use of the Service. 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.

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 Apple 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 Apple does not guarantee their accuracy.

4. 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.

5. System Requirements. Use of the Service requires one or more compatible devices, 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 Movie Rentals). 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.

6. Policies and Rules. Your use of the Service and transactions made through it are subject to Apple's Terms of Sale at <http://www.apple.com/legal/itunes/us/terms.html#SALE>, which can be readily viewed on the Service, and any end-user agreements or other terms and conditions required for use of the Service, all of which are hereby made a part of this Agreement. If you have not already read Apple's Terms of Sale, 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.

7. 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/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/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 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/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.

8. 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. Apple may terminate your rights to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that Apple may store and use the Registration Data you provide (including credit card and PayPal account information) for use in maintaining your accounts and billing fees to your credit card or PayPal account.

9. 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

Apple of any unauthorized use of your Account or any other breach of security. Apple shall not be responsible for any losses arising out of the unauthorized use of your Account.

b. Security. You understand that the Service, and products transacted through the Service, such as sound recordings, videos (including movies and television shows), games, software, ring tones, and related artwork ("Products"), include a security framework using technology that protects digital information and limits your usage of Products to certain usage rules established by Apple and its licensors ("Usage Rules"). You agree to comply with such Usage Rules, as further outlined below, and you agree not to violate or attempt to violate any security components. You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to such Usage Rules for any reason whatsoever. Usage Rules may be controlled and monitored by Apple for compliance purposes, and Apple reserves the right to enforce the Usage Rules with or without notice to you. You will not access the Service by any means other than through software that is provided by Apple for accessing the Service. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the Service. Violations of system or network security may result in civil or criminal liability.

10. Purchase or Rental of Apple Content

a. Products Requirements. You acknowledge that use of Products 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 authorized digital player devices), and that such hardware and software is your responsibility. Products may only be downloaded once; after being downloaded, they cannot be replaced if lost for any reason. Once a Product is purchased or rented (as applicable) and you receive the Product, it is your responsibility not to lose, destroy, or damage the Product, and Apple shall be without liability to you in the event of any loss, destruction, or damage.

b. Use of Products. You acknowledge that Products (other than the iTunes Plus Products) contain security technology that limits your usage of Products to the following applicable Usage Rules, and, whether or not Products are limited by security technology, you agree to use Products in compliance with the applicable Usage Rules.

Usage Rules

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

(ii) You shall be authorized to use the Products only for personal, noncommercial use.

(iii) You shall be authorized to use the Products on five Apple-authorized devices at any time, except in the case of Movie Rentals, as described below.

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

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

(vi) You shall not be entitled to burn video Products or ring tone Products.

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

(viii) You may use only ring tone 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.

(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.

(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 agreements or other

terms and conditions required for use of such Products.

(xiv) You shall be able to manually sync a Movie from at least one iTunes-authorized device to devices that have manual sync mode, provided that the Movie 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 iTunes.

(xv) Movie Rentals:

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

(bb) You may move movie 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 may not be moved. You must be connected to the Service when moving movie rentals. Once a movie rental is moved, it is no longer viewable on the sending device or computer.

(cc) You have thirty (30) days after downloading a movie to begin viewing. Once you begin viewing, you have twenty-four (24) hours to view the movie (the "Viewing Period"). You may view the movie an unlimited number of times during the Viewing Period. Movies are not viewable after the thirty (30) day period. Stopping, pausing or restarting a movie does not extend the available time for viewing.

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

(ee) Broadband Internet connection required.

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

c. You agree that your purchase or rental (as applicable) 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. Apple reserves the right to modify the Usage Rules at any time.

d. You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of Apple. Accordingly, in the event that Apple changes any part of the Service or discontinues the Service, which Apple may do at its election, you acknowledge that you may no longer be able to use Products to the same extent as prior to such change or discontinuation, and that Apple shall have no liability to you in such case

e. 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 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, objectionable or in poor taste, 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 Apple 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.

Apple 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.

Apple 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 Apple in its sole discretion deems appropriate, including, without limitation, under Section 14 below or under our Copyright Policy (<http://www.apple.com/legal/copyright.html>).

11. Territory. The Service is available to you only in the United States, its territories, and possessions. You agree not to use or attempt to use the Service from outside of the available territory, and that Apple may use technologies to verify your compliance.

12. 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 Apple may charge your credit card or PayPal 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 APPLE WITH A VALID CREDIT CARD OR PAYPAL ACCOUNT DETAILS FOR PAYMENT OF ALL FEES. All fees will be billed to the credit card, or the PayPal account, you designate during the registration process. If you want to designate a different credit card or if there is a change in your credit card or PayPal account status, you must change your credit card or PayPal account information online at the Account Info section of the Service. (There may be a temporary disruption of your access to the Service until Apple can verify the validity of the new credit card or PayPal account information.)

b. Right to Change Prices and Availability of Products. Prices and availability of any Products are subject to change at any time.

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.

13. Delivery of Products.

a. Interrupted Delivery to iPod or iPhone. If delivery of a Product you purchased or rented (as applicable) on an iPod or iPhone is interrupted, your transaction will be included in your download queue. You may resume the delivery to your Apple-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 iPod touch or iPhone.

b. Technical Problems. 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 Apple.

14. Intellectual Property.

a. Acknowledgement of Ownership. You agree that the Service, including but not limited to Products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Service, contains proprietary information and material that is owned by Apple 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 unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

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15. Termination.

a. Termination by Apple. If you fail, or Apple suspects 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 Apple with a valid credit 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, Apple, 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. Apple reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time with or without notice to you, and Apple will not be liable to you or to any third party should it exercise such rights.

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

17. Enforcement of These Terms. Apple reserves the right to take steps Apple believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Apple's 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 Apple 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 Apple believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Apple's 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).

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

23. Governing Law. The laws of the State of California, excluding its conflicts of law rules, govern these Terms of Service and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Apple or relating in any way to your use of the Service resides in the courts of the State of California.

24. Miscellaneous. These Terms of Service constitute the entire agreement between you and Apple and govern your use of the Service, superseding any prior agreements between you and Apple. 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. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Apple's failure to enforce any right or provisions in these Terms of 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. Apple will not be responsible for failures to fulfill any obligations due to causes beyond its control.

Last updated: October 29, 2009

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iTunes Store

Gift Certificate, iTunes Cards, Content Codes and Allowances

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2. Gift Certificates, iTunes Cards, Content Codes and Allowances, and unused balances, are not redeemable for cash and cannot be returned for a cash refund except as required by law, exchanged, resold, or used to purchase Gift Certificates or iTunes Cards or provide Allowances.
3. Gift Certificates, iTunes Cards, Content Codes and Allowances purchased in the U.S. must be redeemed through the U.S. iTunes Store, open only to persons above the age of 13 in the U.S., its territories and possessions. Not all products may be available. Internet access (fees may apply) and compatible software and hardware are required, see below.
4. Access to, redemption of Gift Certificates, iTunes Cards, Content Codes and Allowances on, or purchases from, and use of products purchased on, the iTunes Store, is subject to acceptance of its Terms of Service and Terms of Sale presented at the time of redemption or purchase, and found at

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Last updated: September 9, 2009

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APP STORE

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Use of the Service requires one or more compatible devices, 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. 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 obtaining of any other product shall be construed to represent or guarantee you access to the Service.

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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/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/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 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/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. Apple may terminate your rights to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that Apple may store and use the Registration Data you provide (including credit card and PayPal account information) for use in maintaining your accounts and billing fees to your credit card or PayPal account.

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 Apple of any unauthorized use of your Account or any other breach of security. Apple shall not be responsible for any losses arising out of the unauthorized use of your Account.

b. Security. You understand that the Service, and products transacted through the Service, include a security framework using technology that protects digital information and limits your usage of Products to certain usage rules established by Apple and its principals ("Usage Rules"). You agree to comply with such Usage Rules, as further outlined below, and you agree not to violate or attempt to violate any security components. You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile,

disassemble, or otherwise tamper with any of the security components related to such Usage Rules for any reason whatsoever. Usage Rules may be controlled and monitored by Apple for compliance purposes, and Apple reserves the right to enforce the Usage Rules with or without notice to you. You will not access the Service by any means other than through software that is provided by Apple for accessing the Service. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the Service. Violations 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 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 authorized 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. Apple shall have no liability to you in the event a previously downloaded Product becomes unavailable for re-download. Once a Product is licensed and you receive the Product, it is your responsibility not to lose, destroy, or damage the Product, and Apple shall be without liability to you in the event of any loss, destruction, or damage.

b. **Use of Products.** You acknowledge that Products contain security technology that limits your usage of Products to the following applicable Usage Rules, and, whether or not Products are limited by security technology, you agree to use Products in compliance with the applicable Usage Rules.

Usage Rules

(i) Your use of the Products is conditioned 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 devices, including an iPod touch or iPhone, at a time.

(iii) You shall be able to store Products on five iTunes-authorized devices 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 iTunes.

c. 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. Apple reserves the right to modify the Usage Rules at any time.

d. You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of Apple. Accordingly, in the event that Apple changes any part of the Service or discontinues the Service, which Apple may do at its election, you acknowledge that you may no longer be able to use Products to the same extent as prior to such change or discontinuation, and that Apple shall have no liability to you in such case.

e. 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 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, objectionable or in poor taste, 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 Apple 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.

Apple 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.

Apple 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 Apple in its sole discretion deems appropriate, including, without limitation, under Section 23 below or under our Copyright Policy (<http://www.apple.com/legal/copyright.html>).

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

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

PLEASE NOTE

We are unable to accept credit cards issued by banks outside of the United States or prepaid gift cards issued by credit card companies. Debit cards and check cards have daily spending limits that may prevent the processing of your order.

If a transaction has been declined online due to credit card issues, or issues with your PayPal 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 PayPal account (as the case may be) for your transaction and should use another credit card.

11. AGREEMENT TO PAY.

a. Payment for Products. You agree to pay for all Products you license through the Service, and that Apple may charge your credit card or PayPal 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 APPLE WITH VALID CREDIT CARD OR PAYPAL ACCOUNT DETAILS FOR PAYMENT OF ALL FEES. All fees will be billed to the credit card, or the PayPal account, you designate during the registration process. If you want to designate a different credit card or if there is a change in your credit card or PayPal account status, you must change your credit card or PayPal account information online at the Account Info section of the Service. (There may be a temporary disruption of your access to the Service until Apple can verify the validity of the new credit card or PayPal account information.)

b. Right to Change Prices and Availability of Products. Prices and availability of any Products are subject to change at any time.

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. DELIVERY OF PRODUCTS; REFUNDS.

a. Interrupted Delivery to iPod or iPhone. If delivery of a Product you licensed on an iPod or iPhone is interrupted, your transaction will be included in your download queue. You may resume the delivery to your Apple-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. When using the App Store on your iPod touch or iPhone, you may resume delivery by checking the download section.

b. 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 Apple. Otherwise, no refunds are available.

13. 1-CLICK®. 1-Click is a registered service mark of Amazon.com, Inc., used under license. All App Store transactions use 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 iPod or iPhone, 1-Click is activated for each transaction by pressing the button showing the price of the product, which reveals the "Install" or "Buy" button. When accessing the Service on your computer, clicking the "Buy" or "Get" 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 PayPal account, your order may be authorized 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 credit card statement.

15. **SALES TAX.** Service transactions will include sales tax based on the bill-to address and the sales tax rate in effect at the time your transaction is completed. If the sales tax rate for the billing address changes before the licensed Product is downloaded, the new tax rate in effect at the time of download will apply. We will only charge tax in states where such transactions are taxable. No customers are eligible for tax exemptions for transactions made on the Service.

16. **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, except as required by law. iTunes Cards may not be used to purchase Gift Certificates, Allowance Accounts, gifts, or other iTunes Cards.

17. **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/itunes/download/>. To get the latest version of the iTunes software for your iPod touch or iPhone, you may need to download and install the latest version of the 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).

18. **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).

19. **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/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/support/itunes/store/email/>, and completing the email form. Responses to emails will be provided as soon as possible.

20. **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.

21. **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 having explicit material. Nevertheless, you agree to use the Service at your sole risk and that Apple 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 Apple does not guarantee their accuracy.

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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 Apple and/or its principals, 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 unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

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23. TERMINATION.

a. Termination by Apple. If you fail, or Apple suspects 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 Apple with a valid credit 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, Apple, 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. Apple reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time with or without notice to you, and Apple will not be liable to you or to any third party should it exercise such rights.

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

25. ENFORCEMENT OF THESE TERMS. Apple reserves the right to take steps Apple believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Apple's 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 Apple 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 Apple believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Apple's 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).

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30. CHANGES. Apple 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 effective immediately and incorporated into this Agreement. Your continued use of the Service following will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

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

32. GOVERNING LAW. The laws of the State of California, excluding its conflicts of law rules, govern these Terms of Service and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Apple or relating in any way to your use of the Service resides in the courts of the State of California.

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34. OTHER TERMS AND CONDITIONS

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b. **Consent to Use of Data:** You agree that Licensor 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. Licensor 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.

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