

# Exhibit A

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## TERMS AND CONDITIONS

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THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE ITUNES STORE, MAC APP STORE, APP STORE, AND IBOOKSTORE SERVICES. TO AGREE TO THESE TERMS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SERVICES.

### A. ITUNES STORE, MAC APP STORE, APP STORE, AND IBOOKSTORE TERMS OF SALE

#### PAYMENTS, TAXES, AND REFUND POLICY

The iTunes Store, Mac App Store, App Store, and iBookstore services ("Services") accept these forms of payment: credit cards issued by U.S. banks, payments through your PayPal account, iTunes Cards, iTunes Store Gift Certificates, Content Codes, and Allowance Account balances. If a credit card or your PayPal account is being used for a transaction, Apple may obtain preapproval for an amount up to the amount of the order. Billing occurs at the time of or shortly after your transaction. If you are using 1-Click purchasing or your PayPal account, your order may be authorized and billed in increments during one purchasing session, so it may appear as multiple orders on your statement. If an iTunes Card, iTunes Store Gift Certificate, or Allowance Account is used for a transaction, the amount is deducted at the time of your transaction. When making purchases, content credits are used first, followed by Gift Certificate, iTunes Card, or Allowance Account credits; your credit card or PayPal account is then charged for any remaining balance.

You agree that you will pay for all products you purchase through the Services, and that Apple may charge your credit card or PayPal account for any products purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING APPLE WITH A VALID CREDIT CARD OR PAYPAL ACCOUNT DETAILS FOR PAYMENT OF ALL FEES. All fees will be billed to the credit card or 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 information online in the Account Information section of iTunes; this may temporarily disrupt your access to the Services while Apple verifies your new payment information.

Your total price will include the price of the product plus any applicable sales tax; such sales tax is based on the bill-to address and the sales tax rate in effect at the time you download the product. We will charge tax only in states where digital goods are taxable.

All sales and rentals of products are final.

Prices for products offered via the Services may change at any time, and the Services do not provide price protection or refunds in the event of a price reduction or promotional offering.

If a product becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Apple.

#### 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 make a purchase from the Services with a single click of your mouse or other input device. When accessing the Services on your computer, 1-Click purchasing may be activated via the dialog that appears when you click a Buy button. (You may reset this selection at any time by clicking Reset Warnings in your Account information). When accessing the Services on your Apple-branded products running iOS such as an iPad, iPod touch, or iPhone ("iOS Device"), 1-Click is activated for each transaction by tapping the button showing the price of the product, which reveals the Buy button. When 1-Click is activated, clicking or tapping the Buy button starts the download immediately and completes your transaction without any further steps.

#### GIFT CERTIFICATES, ITUNES CARDS, ALLOWANCES, AND CONTENT CODES

Gift Certificates, iTunes Cards, and Allowances are issued and managed by Apple Value Services, LLC ("Issuer").

Gift Certificates, iTunes Cards, Content Codes, and Allowances, in addition to unused balances, are not redeemable for cash and cannot be returned for a cash refund (except as required by law); exchanged; resold; used to purchase Gifts, Gift Certificates, or iTunes Cards; used to provide Allowances; used for purchases on the Apple Online Store; or used in Apple Retail Stores. Unused balances are not transferable.

Gift Certificates, iTunes Cards, Content Codes, and Allowances purchased in the United States may be redeemed through the Services only in the United States, its territories, and possessions.

The Gift Certificate/iTunes Card cash value is 1/10 of one cent.

Neither Issuer nor Apple is responsible for lost or stolen Gift Certificates, iTunes Cards, Content Codes, or Allowances. Risk of loss and title for Gift Certificates, iTunes Cards, and Allowances transmitted electronically pass to the purchaser in Virginia upon electronic transmission to the recipient. Risk of loss and title for Content Codes transmitted electronically pass in California upon electronic transmission from Apple; for avoidance of doubt, such recipient may not always be you.

Apple reserves the right to close accounts and request alternative forms of payment if a Gift Certificate, iTunes Card, Content Code, or Allowance is fraudulently obtained or used on the Service.

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#### GIFTS

Gifts purchased from the Services may be purchased only for, and redeemed only by, persons in the United States, its territories, and possessions. Gift recipients must have compatible hardware and parental control settings to utilize some gifts.

#### PRE-ORDERS

By pre-ordering products, you are authorizing the Services 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.

#### ELECTRONIC CONTRACTING

Your use of the Services 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. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

Apple is not responsible for typographic errors.

#### B. ITUNES STORE TERMS AND CONDITIONS

THIS LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("APPLE") GOVERNS YOUR USE OF THE ITUNES STORE SERVICE (THE "ITUNES SERVICE").

#### THE ITUNES STORE SERVICE

Apple is the provider of the iTunes Service, which permits you to purchase or rent digital content ("iTunes Products") for end user use only under the terms and conditions set forth in this Agreement.

## REQUIREMENTS FOR USE OF THE ITUNES SERVICE

This iTunes 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 this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

The iTunes Service is available to you only in the United States, its territories, and possessions. You agree not to use or attempt to use the iTunes Service from outside these locations. Apple may use technologies to verify your compliance.

Use of the iTunes Service requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use and is required for video. The latest version of required software is recommended to access the iTunes Service and may be required for certain transactions or features and to download iTunes Products previously purchased from the iTunes Service. You agree that meeting these requirements, which may change from time to time, is your responsibility. The iTunes 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 iTunes Service.

## YOUR ACCOUNT

As a registered user of the iTunes Service, you may establish an account ("Account"). Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify Apple of any security breach of your Account. Apple shall not be responsible for any losses arising out of the unauthorized use of your Account.

In order to purchase and download iTunes Products from the iTunes Service, you must enter your Apple ID and password to authenticate your Account. Once you have authenticated your Account, you will not need to authenticate again for fifteen minutes. During this time, you will be able to purchase and download iTunes Products without re-entering your password. You can turn off the ability to make iTunes Product purchases by adjusting the settings on your computer or iOS Device. For more information, please see <http://support.apple.com/kb/HT1904> or <http://support.apple.com/kb/HT4213>.

You agree to provide accurate and complete information when you register with, and as you use, the iTunes Service ("iTunes Registration Data"), and you agree to update your iTunes Registration Data to keep it accurate and complete. You agree that Apple may store and use the iTunes Registration Data you provide for use in maintaining and billing fees to your Account.

## AUTOMATIC DELIVERY AND DOWNLOADING PREVIOUS PURCHASES BETA

When you first acquire music iTunes Products and music video iTunes Products (collectively, "iTunes Eligible Content"), you may elect to automatically receive ("auto-download") copies of such iTunes Eligible Content on additional compatible iOS Devices and iTunes-authorized computers with compatible software by associating such iOS Devices and computers subject to the association rules below (each, an "Associated Device"). For each Associated Device, you may specify which type of iTunes Eligible Content, if any, may be auto-downloaded to it. On an Associated Device that is capable of receiving push notifications ("Push-Enabled"), including iOS Devices, the iTunes Eligible Content will auto-download to that Associated Device when it has an Internet connection; on an Associated Device that is not Push-Enabled, including those running on the Windows operating system, iTunes Eligible Content will automatically appear in the download queue and you may manually initiate the download within iTunes.

As an accommodation to you, subsequent to acquiring iTunes Eligible Content, you may download certain of such previously-purchased iTunes Eligible Content onto any Associated Device. Some iTunes Eligible Content that you previously purchased may not be available for subsequent download at any given time, and Apple shall have no liability to you in such event. As you may not be able to subsequently download certain previously-purchased iTunes Eligible Content, once you download an item of iTunes Eligible Content, it is your responsibility not to lose, destroy, or damage it, and you may want to back it up.

Association of Associated Devices is subject to the following terms:

- (i) You may auto-download iTunes Eligible Content or download previously-purchased iTunes Eligible Content from an Account on up to 10 Associated Devices, provided no more than 5 are iTunes-authorized computers.
- (ii) An Associated Device can be associated with only one Account at any given time.
- (iii) You may switch an Associated Device to a different Account only once every 90 days.

(iv) You may download previously-purchased free content onto an unlimited number of devices while it is free on the iTunes Service, but on no more than 5 iTunes-authorized computers.

Some pieces of iTunes Eligible Content may be large, and significant data charges may result from delivery of such iTunes Eligible Content over a data connection.

## PRIVACY

The iTunes Service is subject to Apple's Privacy Policy at <http://www.apple.com/privacy/>.

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 playlists. This includes media purchased through iTunes and media obtained from other sources. This information will be stored anonymously and will not be associated with your name or 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 Privacy Policy.

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

If you prefer that we do 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 turning off the Genius feature from the Store menu in iTunes on your computer. After you opt 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 device.

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

## CONTENT AVAILABILITY

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

## USE OF PURCHASED OR RENTED CONTENT

You agree that the iTunes Service and certain iTunes Products include security technology that limits your use of iTunes Products and that, whether or not iTunes Products are limited by security technology, you shall use iTunes Products in compliance with the applicable usage rules established by Apple and its licensors ("Usage Rules"), and that any other use of the iTunes Products may constitute a copyright infringement. Any security technology is an inseparable part of the iTunes Products. Apple reserves the right to modify the Usage Rules at any time. You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to such Usage Rules for any reason—or to attempt or assist another person to do so. Usage Rules may be controlled and monitored by Apple for compliance purposes, and Apple reserves the right to enforce the Usage Rules without notice to you. You agree not to access the iTunes Service by any means other than through software that is provided by Apple for accessing the iTunes 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 iTunes Service. Violations of system or network security may result in civil or criminal liability.

## USAGE RULES

(i) You shall be authorized to use iTunes Products only for personal, noncommercial use.

(ii) You shall be authorized to use iTunes Products on five iTunes-authorized devices at any time, except for Content

Rentals (see below).

(iii) You shall be able to store iTunes Products from up to five different Accounts at a time on compatible devices, provided that each iPhone may sync ringtone iTunes Products with only a single iTunes-authorized device at a time, and syncing an iPhone with a different iTunes-authorized device will cause ringtone iTunes Products stored on that iPhone to be erased.

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

(v) You shall not be entitled to burn video iTunes Products or ringtone iTunes Products.

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

(vii) 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.

(viii) An HDCP connection is required to view content transmitted over HDMI.

(ix) Content Rentals

(a) Content rentals are viewable on only one device at a time. You must be connected to the iTunes Service when moving rentals, and you may do so only between your computer and other compatible devices. Content rented using your Apple TV, iPad, iPhone 4, or iPod touch (4th generation) may not be moved. If you move a rental to a compatible device and then use the iTunes Service to restore that device, or choose Settings > Reset > Erase all content and settings on that device, the rental will be permanently deleted.

(b) You have thirty (30) days after downloading a rental to begin viewing. Once you begin viewing, you have twenty-four (24) hours to finish viewing a movie, and forty-eight (48) hours to finish viewing a TV show. Stopping, pausing, or restarting a rental does not extend the available time for viewing.

Some iTunes Products, including but not limited to Content rentals, may be downloaded only once and cannot be replaced if lost for any reason. It is your responsibility not to lose, destroy, or damage iTunes Products once downloaded, and you may wish to back them up.

The delivery of iTunes Products does not transfer to you any commercial or promotional use rights in the iTunes Products. Any burning or exporting capabilities are solely an accommodation to you and shall not constitute a grant, waiver, or other limitation of any rights of the copyright owners in any content embodied in any iTunes Product.

You acknowledge that, because some aspects of the iTunes Service, iTunes Products, and administration of the Usage Rules entails the ongoing involvement of Apple, if Apple changes any part of or discontinues the iTunes Service, which Apple may do at its election, you may not be able to use iTunes Products to the same extent as prior to such change or discontinuation, and that Apple shall have no liability to you in such case.

PING

If you opt in to Ping, you can share information with people who have also opted in to Ping, such as your name, your image, and your interests. The name and image provided will also be associated with all reviews posted about an iTunes Product via your Account, including posts prior to opting in. People whom you have permitted to follow you will be able to see your activity on iTunes, such as events you are attending, music that you have indicated that you like, and purchases made with your Account. Your activity on another user's profile, such as comments you make about their activity, is subject to that user's privacy settings and can be viewed by all of that user's followers. You are solely responsible for the information that is associated with your Account that is made available on Ping. Apple may also use information provided, as well as information iTunes sends to Apple about the content you select in your iTunes library in order to provide you with Ping personal recommendations, such as suggesting other users you may want to follow, concerts and related information, or other iTunes Products you may want to purchase. By opting in to Ping, you consent to the use of such information in the manner described above. At all times your information will be treated in accordance with Apple's Privacy Policy. You should not opt in to Ping, or should opt out of Ping in your Account settings if you don't want others to view any information provided using your Account, including activity on iTunes. When you opt out, your information will be removed from view, and then deleted after seven days. If you opt out of Ping, or hide the Ping Sidebar, iTunes will no longer send information associated with the content you select in your iTunes library for Ping. You will be able to remove items from your Recent Activity if you do not want them to be visible to other users. Please take extra care when using these features.

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

In some circumstances, you will have no more than 180 days from the time you acquire your first CMA-eligible song or video from a particular CMA-eligible album to accept that CMA offer, and upgrading previous purchases to iTunes Plus does not affect any such time limits.

#### SEASON PASS, MULTI-PASS, ITUNES PASS

The full price of the Season Pass, Multi-Pass, or iTunes Pass is charged upon purchase. You must connect to the iTunes Service and download any remaining Pass content within 90 days after the final Pass content becomes available (or such other time period as may be specified on the purchase page), after which that content may no longer be available for download as part of the purchase. If automatic renewal is selected when you purchase a Multi-Pass, you will be charged the full price of each subsequent Multi-Pass cycle, unless and until you cancel automatic renewal prior to the beginning of the subsequent Multi-Pass cycle (in the Manage Passes section of your Account information). If a network or studio delivers fewer TV episodes than planned when you purchased a Season Pass, we will credit to your Account the retail value of the corresponding number of episodes.

#### HIGH-DEFINITION (HD) ITUNES PRODUCTS

HD iTunes Products are viewable only on HD capable devices; however, HD iTunes Products purchased (not rented) include a standard-definition version for use on non-HD devices.

#### SUBMISSIONS TO THE ITUNES SERVICE

The iTunes Service may offer interactive features that allow you to submit materials (including links to third-party content) on areas of the iTunes Service accessible and viewable by the public. You agree that any use by you of such features, including any materials submitted 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. You also agree that you have obtained all necessary rights and licenses. You agree to provide accurate and complete information in connection with your submission of any materials on the iTunes Service. You hereby grant Apple a worldwide, royalty-free, nonexclusive license to use such materials as part of the iTunes Service, and in relation to iTunes Products, without any compensation or obligation to you. Apple reserves the right to not post or publish any materials, and to remove or edit any material, at any time in its sole discretion without notice or liability.

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#### THIRD-PARTY MATERIALS

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#### OBJECTIONABLE MATERIAL

You understand that by using the iTunes Service, you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. Nevertheless, you agree to use the iTunes Service at your sole risk and Apple shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. iTunes Product types and descriptions are provided for convenience, and you agree that Apple does not guarantee their accuracy.

#### IMPORTANT SAFETY INFORMATION

To avoid muscle, joint, or eye strain during your use of the products offered through the iTunes Service, you should always take frequent breaks, and take a longer rest if you experience any soreness, fatigue, or discomfort. A very small percentage of people may experience seizures or blackouts when exposed to flashing lights or patterns, including but not limited to 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 using the products offered through the iTunes Service if you have ever suffered these or similar symptoms, and stop using such products immediately and see a doctor if they occur during your use of such products. Parents should monitor their children's use of the products offered through the iTunes Service for signs of symptoms.

## INTELLECTUAL PROPERTY

You agree that the iTunes Service, including but not limited to iTunes Products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the iTunes 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. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the iTunes Service in compliance with this Agreement. No portion of the iTunes Service may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the iTunes Service in any manner, and you shall not exploit the iTunes Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

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If you fail, or Apple suspects that you have failed, to comply with any of the provisions of this Agreement, 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 iTunes Service (or any part thereof).

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#### WAIVER AND INDEMNITY

BY USING THE ITUNES SERVICE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE ITUNES SERVICE, OR ANY ACTION TAKEN BY APPLE AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE ITUNES SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF APPLE'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

#### CHANGES

Apple reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the iTunes Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the iTunes Service will be deemed acceptance thereof.

#### MISCELLANEOUS

This Agreement constitutes the entire agreement between you and Apple and governs your use of the iTunes 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 this Agreement 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 this Agreement will not constitute a waiver of such or any other provision. Apple will not be responsible for failures to fulfill any obligations due to causes beyond its control.

The iTunes Service is 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 iTunes Service. All transactions on the iTunes Service are governed by California law, without giving effect to its conflict of law provisions. Your use of the iTunes Service may also be subject to other laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Apple or relating in any way to your use of the iTunes Service resides in the courts in the State of California. Risk of loss and title for all electronically delivered transactions pass to the purchaser in California upon electronic transmission to the recipient. No Apple employee or agent has the authority to vary this Agreement.

Apple may notify you with respect to the iTunes Service by sending an email message to your Account email address or a letter via postal mail to your Account mailing address, or by a posting on the iTunes Service. Notices shall become effective immediately.

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. 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

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#### C. MAC APP STORE, APP STORE AND IBOOKSTORE TERMS AND CONDITIONS

THIS LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("APPLE") GOVERNS YOUR USE OF THE MAC APP STORE, APP STORE AND IBOOKSTORE SERVICES (THE "APP AND BOOK SERVICES").

##### THE MAC APP STORE, APP STORE AND IBOOKSTORE SERVICES

Apple is the provider of the App and Book Services that permit you to license software products and digital content (the "App and Book Products") for end user use only under the terms and conditions set forth in this Agreement.

##### REQUIREMENTS FOR USE OF THE APP AND BOOK SERVICES

These App and Book Services are available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

The App and Book Services are available to you only in the United States, its territories, and possessions. You agree not to use or attempt to use the App and Book Services from outside these locations. Apple may use technologies to verify your compliance.

Use of the App and Book Services requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended. The latest version of required software (including, but not limited to iTunes and/or Mac App Store software) is recommended to access the App and Book Services and may be required for certain transactions or features and to download App and Book Products previously purchased from the App and Book Services. You agree that meeting these requirements, which may change from time to time, is your responsibility. The App and Book Services are 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 App and Book Services.

##### YOUR ACCOUNT

As a registered user of the App and Book Services, you may establish an account ("Account"). Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account, and for all activities that occur on or through your Account, and you agree to immediately notify Apple of any security breach of your Account. Apple shall not be responsible for any losses arising out of the unauthorized use of your Account.

In order to purchase and download App and Book Products from the App and Book Services, you must enter your Apple ID and password to authenticate your Account. Once you have authenticated your Account, you will not need to authenticate again for fifteen minutes. During this time, you will be able to purchase and download App and Book Products without re-entering your password. You can turn off the ability to make App and Book Product purchases by adjusting the settings on your computer or iOS Device. For more information, please see <http://support.apple.com/kb/HT1904> or <http://support.apple.com/kb/HT4213>.

You agree to provide accurate and complete information when you register with, and as you use, the App and Book Services ("App and Book Registration Data"), and you agree to update your App and Book Registration Data to keep it accurate and complete. You agree that Apple may store and use the App and Book Registration Data you provide for use in maintaining and billing fees to your Account.

##### AUTOMATIC DELIVERY AND DOWNLOADING PREVIOUS PURCHASES BETA

When you first acquire App Store Products, as defined below, (excluding products acquired from the Mac App Store) or iBookstore Products, as defined below, through the App and Book Services (collectively, "Eligible Content"), you may elect to automatically receive ("auto-download") copies of such Eligible Content on additional compatible iOS Devices and iTunes-authorized computers with compatible software by associating such iOS Devices and computers subject to the association rules below (each, an "Associated Device"). For each Associated Device, you may specify which type of Eligible Content, if any, may be auto-downloaded to it. On an Associated Device that is capable of receiving push notifications ("Push-Enabled"), including iOS Devices, the Eligible Content will auto-download to that Associated Device when it has an Internet connection; on an Associated Device that is not Push-Enabled, including those running on the Windows operating system, Eligible Content will automatically appear in the download queue and you may manually initiate the download within iTunes.

As an accommodation to you, subsequent to acquiring Eligible Content, you may download certain of such previously-purchased Eligible Content onto any Associated Device. Some Eligible Content that you previously purchased may not be available for subsequent download at any given time, and Apple shall have no liability to you in such event. As you may not be able to subsequently download certain previously-purchased Eligible Content, once you download an item of Eligible Content, it is your responsibility not to lose, destroy, or damage it, and you may want to back it up.

Association of Associated Devices is subject to the following terms:

(i) You may auto-download Eligible Content or download previously-purchased Eligible Content from an Account on up to 10 Associated Devices, provided no more than 5 are iTunes-authorized computers.

(ii) An Associated Device can be associated with only one Account at any given time.

(iii) You may switch an Associated Device to a different Account only once every 90 days.

(iv) You may download previously-purchased free content onto an unlimited number of devices while it is free on the App and Book Services, but on no more than 5 iTunes-authorized computers.

The above terms (i) to (iv) do not apply to App Store Products.

Some pieces of Eligible Content may be large, and significant data charges may result from delivery of such Eligible Content over a data connection.

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able to make additional In-App Purchases for fifteen minutes without re-entering your password. You can turn off the ability to make In-App Purchases on your iOS Device by following the steps outlined at <http://support.apple.com/kb/HT4213>.

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- Provide recommendations to other users.

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(iii) You shall be able to store App Store Products from up to five different Accounts at a time on a compatible iOS Device.

(iv) You shall be able to manually sync App Store Products from at least one iTunes-authorized device to iOS Devices that have manual sync mode, provided that the App Store 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 iOS Device or the one that you subsequently designate as primary using the iTunes application.

#### IMPORTANT SAFETY INFORMATION

To avoid muscle, joint, or eye strain during video game play, you should always take frequent breaks from playing, and take a longer rest if you experience any soreness, fatigue, or discomfort. 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 similar symptoms, and stop playing immediately and see a doctor if they occur during game play. Parents should monitor their children's video game play for signs of symptoms.

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Last Updated: June 6, 2011

#### D. 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.

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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 <https://appleid.apple.com/>. 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 <http://www.apple.com/privacy/contact/>  
 Canada <http://www.apple.com/privacy/contact/>  
 Latin America <http://www.apple.com/privacy/contact/>  
 Europe <http://www.apple.com/privacy/contact/>  
 Japan <http://www.apple.com/privacy/contact/>  
 Australia <http://www.apple.com/privacy/contact/>  
 Asia/Pacific <http://www.apple.com/privacy/contact/>

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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