

# iCLOUD TERMS AND CONDITIONS

## Welcome to iCloud

THIS LEGAL AGREEMENT BETWEEN YOU AND APPLE GOVERNS YOUR USE OF THE iCLOUD PRODUCT, SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY REFERRED TO AS THE "SERVICE"). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING "AGREE," YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SERVICE.

Apple is the provider of the Service, which permits you to utilize certain Internet services, including storing your personal content (such as contacts, calendars, photos, notes, reminders, documents, app data, and iCloud email) and making it accessible on your compatible devices and computers, and certain location based services, only under the terms and conditions set forth in this Agreement. As soon as you enable iCloud, your content will be automatically sent to and stored by Apple, so you can later access that content or have content wirelessly pushed to your other iCloud-enabled devices or computers.

## I. REQUIREMENTS FOR USE OF THE SERVICE

**A. Age.** The Service is only available to individuals aged 13 years or older, unless you are under 13 years old and your Apple ID was provided to you as a result of a request by an approved educational institution or established as part of the Family Sharing feature by your parent or guardian. We do not knowingly collect, use or disclose personal information from children under 13, or equivalent minimum age in the relevant jurisdiction, without verifiable parental consent. Parents and guardians should also remind any minors that conversing with strangers on the Internet can be dangerous and take appropriate precautions to protect children, including monitoring their use of the Service.

To use the Service, you cannot be a person barred from receiving the Service under the laws of the United States or other applicable jurisdictions, including the country in which you reside or from where you use the Service. By accepting this Agreement, you represent that you understand and agree to the foregoing.

**B. Devices and Accounts.** Use of the Service may require compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. Apple reserves the right to limit the number of Accounts that may be created from a device and the number of devices associated with an Account. The latest version of required software may be required for certain transactions or features. You agree that meeting these requirements is your responsibility.

**C. Limitations on Use.** You agree to use the Service only for purposes permitted by this Agreement, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. Your Account is allocated 5GB of storage capacity as described in the iCloud feature pages. Additional storage is available for purchase, as described below. Exceeding any applicable or reasonable limitation of bandwidth, or storage capacity (for example, backup or email account space) is prohibited and may prevent you from backing up to iCloud, adding documents, or receiving new email sent to your iCloud email address. If your use of the Service or other behavior intentionally or unintentionally threatens Apple's ability to provide the Service or other systems, Apple shall be entitled to take all reasonable steps to protect the Service and Apple's systems, which may include suspension of your access to the Service. Repeated violations of the limitations may result in termination of your Account.

If you are a covered entity, business associate or representative of a covered entity or business associate (as those terms are defined at 45 C.F.R § 160.103), You agree that you will not use any component, function or other facility of iCloud to create, receive, maintain or transmit any "protected health information" (as such term is defined at 45 C.F.R § 160.103) or use iCloud in any manner that would make Apple (or any Apple Subsidiary)

Your or any third party's business associate.

**D. Availability of the Service.** The Service, or any feature or part thereof, may not be available in all languages or in all countries and Apple makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws.

**E. Changing the Service.** 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 Service. Such modifications and additional terms and conditions will be communicated to you and, if accepted, will be effective immediately and will be incorporated into this Agreement. In the event that you refuse to accept such changes, Apple will have the right to terminate this Agreement and your account. You agree that Apple shall not be liable to you or any third party for any modification or cessation of the Service. If you have paid to use the Service and we terminate it or materially downgrade its functionality, we will provide you with a pro rata refund of any pre-payment.

## II. FEATURES AND SERVICES

### A. Use of Location-based Services

Apple and its partners and licensors may provide certain features or services (e.g., Find My iPhone, Find My Friends) that rely upon device-based location information using GPS (where available) and crowd-sourced Wi-Fi hotspot and cell tower locations. To provide such features or services, where available, Apple and its partners and licensors must collect, use, transmit, process and maintain your location data, including but not limited to the geographic location of your device and information related to your iCloud account ("Account") and any devices registered thereunder, including but not limited to your Apple ID, device ID and name, and device type.

You may withdraw consent to Apple and its partners' and licensors' collection, use, transmission, processing and maintenance of location and account data at any time by not using the location-based features and turning off the Find My iPhone, Find My Friends, or Location Services settings (as applicable) on your device and computer. When using third party services that use or provide location data as part of the Service, you are subject to and should review such third party's terms and privacy policy on use of location data by such third party services. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. Apple shall use reasonable skill and due care in providing the Service, but Neither Apple nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service. LOCATION-BASED SERVICES ARE NOT INTENDED OR SUITABLE FOR USE AS AN EMERGENCY LOCATOR SYSTEM.

### B. Find My iPhone

Find My iPhone is automatically enabled on iOS devices running iOS 8 or later when you enable iCloud. When Find My iPhone is enabled on iOS devices running iOS 7 or later, your iOS device will be automatically linked to your Apple ID. Your Apple ID password will be required before anyone (including you) can turn off Find My iPhone, sign out of iCloud, erase or activate the device. Apple and its authorized agents may not perform hardware or software support services, including services under Apple's limited warranty, unless you disable Find My iPhone prior to service. Apple shall bear no responsibility for your failure to protect your iOS device with a passcode, enable Lost Mode, and/or receive or respond to notices and communications. Apple shall also bear no responsibility for returning your iOS device to you or for any loss of data on your iOS device.

### C. Backup

The Service creates automatic backups for iOS devices periodically, when the device is screen locked, connected to a power source, and connected to the Internet via a Wi-Fi network. iCloud will store your last three backups; however, if a device has not backed up to iCloud for a period of one hundred and eighty (180) days, Apple reserves the right to delete the backups associated with that device. Backup is limited to device settings, device characteristics, photos and videos, documents, messages (iMessage, SMS, and MMS), ringtones, app data (including Health app data), location settings (such as location-based reminders that you have set up), and Home screen and app organization. Content purchased from the iTunes Store, App Store, or iBookstore is not backed up, but may be eligible for download from those services, subject to account

requirements, availability, and the applicable terms and conditions. Media synced from your computer is not backed up. If you enable iCloud Photo Library, your Photo Library will be backed up separately from the automatic iCloud backup. Your iCloud email, contacts, calendars, bookmarks, and documents are stored in, and can be accessed via iCloud on your devices and computers. Apple shall use reasonable skill and due care in providing the Service, but, TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, APPLE DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND APPLE SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR. It is your responsibility to maintain appropriate alternate backup of your information and data.

When iCloud Backup is enabled, your device will not back up to iTunes automatically during a sync, but you may choose to manually initiate a backup to iTunes.

#### D. Photos

**1. iCloud Photo Library.** When you enable iCloud Photo Library, your photos, videos and metadata in the Photos App on your iOS device, OS X computer, or Windows PC (“Device Photo Library”) will be automatically sent to iCloud, stored as your Photo Library in iCloud, and then pushed to all of your other iCloud Photo Library-enabled devices and computers. If you later make changes (including deletions) to the Device Photo Library on any one of these devices or computers, your changes will automatically be sent to and reflected in your iCloud Photo Library. These changes will also be pushed from iCloud to and reflected in the Device Photo Library on all of your other iCloud Photo Library-enabled devices and computers. If you use My Photo Stream or iCloud Photo Sharing, any new photo you add to your device or computer will be sent to iCloud and automatically pushed to other My Photo Stream-enabled or iCloud Photo Sharing-enabled devices or computers. Please note that the resolution of content in your Photo Library on your device or computer may vary depending upon the amount of available storage and the storage management option you have selected for your iCloud-Photo-Library-enabled iOS device or computer. If you do not wish to use iCloud Photo Library, you can turn iCloud Photo Library off on all of your iOS Devices or computers that have iCloud Photo Library enabled.

**2. My Photo Stream.** When you use the My Photo Stream feature of iCloud, Apple may store photos taken on your iOS Device or uploaded from your computer for a limited period of time and automatically send the photos to your other Apple iOS Devices or computers that have My Photo Stream enabled. Please note that a limited number of photos may be stored in the cloud or on your devices at any one time, and older photos will be automatically deleted from My Photo Stream over time. Any photos you want to keep on a particular device permanently must be saved to the camera roll or the photo library on your computer. Photo resolution may vary depending on the device to which the photos are downloaded. If you do not wish to use My Photo Stream, you can turn My Photo Stream off on all of your iOS Devices or computers that have My Photo Stream enabled. If you enable iCloud Photo Library, devices and computers will no longer download data from My Photo Stream, but will continue to upload data to My Photo Stream. This means that iCloud-Photo-Library-enabled devices and computers will send data to devices and computers that are not enabled, while data from non-enabled devices and computers will not be uploaded to iCloud Photo Library.

**3. iCloud Photo Sharing.** By using the iCloud Photo Sharing feature, Apple may continuously store the photos and videos you share until you delete them, send those photos and videos to your other Apple iOS devices and computers that have iCloud Photo Sharing enabled, and send them to the iOS devices and computers of the people you choose to share them with, including members of your Family if Family Sharing is enabled. When you use iCloud Photo Sharing, you are allowing your recipients to view, save, copy, and share your photos and videos, as well as contribute photos and videos, and leave comments. You can delete individual photos, videos, comments, or entire shared photo streams at any time to stop sharing them immediately, however, photos and videos that the viewer has previously saved to their device or computer will not be deleted.

#### E. Public Beta

From time to time, Apple may choose to offer new and/or updated features of the Service (the “Beta Features”) as part of a Public Beta Program (the “Program”) for the purpose of providing Apple with feedback on the quality and usability of the Beta Features. You understand and agree that your participation in the Program is

voluntary and does not create a legal partnership, agency, or employment relationship between you and Apple, and that Apple is not obligated to provide you with any Beta Features. Apple may make such Beta Features available to Program participants by online registration or enrollment via the Service. You understand and agree that Apple may collect and use information from your Account, devices and peripherals in order to enroll you in a Program and/or determine your eligibility to participate. You understand that once you enroll in a Program you may be unable to revert back to the earlier non-beta version of a given Beta Feature. In the event such reversion is possible, you may not be able to migrate data created within the Beta Feature back to the earlier non-beta version. Your use of the Beta Features and participation in the Program is governed by this Agreement and any additional license terms that may separately accompany the Beta Features. The Beta Features are provided on an "AS IS" and "AS AVAILABLE" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and from peripherals (including, without limitation, servers and computers) connected thereto. Apple strongly encourages you to backup all data and information on your device and any peripherals prior to participating in any Program. You expressly acknowledge and agree that all use of the Beta Features is at your sole risk. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR PARTICIPATION IN ANY PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACKUP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. Apple may or may not provide you with technical and/or other support for the Beta Features. If support is provided it will be in addition to your normal support coverage for the Service and only available through the Program. You agree to abide by any support rules or policies that Apple provides to you in order to receive any such support. Apple reserves the right to modify the terms, conditions or policies of the Program (including ceasing the Program) at any time with or without notice, and may revoke your participation in the Program at any time. You acknowledge that Apple has no obligation to provide a commercial version of the Beta Features, and that should such a commercial version be made available, it may have features or functionality different than that contained in the Beta Features. As part of the Program, Apple will provide you with the opportunity to submit comments, suggestions, or other feedback regarding your use of the Beta Features. You agree that in the absence of a separate written agreement to the contrary, Apple will be free to use any feedback you provide for any purpose.

**F. Family Sharing.** If you enable Family Sharing in your Account, Apple can share certain iTunes, iBooks and App Store purchases, and your iCloud content, including, for example, your shared calendars, shared photos, and location (if enabled) with your family members. For more information regarding sharing your purchases, please see the iTunes terms and conditions at <http://www.apple.com/legal/internet-services/itunes/ww/>.

**G. Mail Drop.** If you have an iCloud account and you use OS X Mail or iCloud Webmail to send email with attachments, whether or not you use iCloud or other email services, in order to facilitate large transfers of files, you agree to allow Apple to temporarily store the attachments in iCloud for emails where the size of the message plus the size of attachments is greater than 20 MB, with an upper limit of 5 GB. You also agree to allow Apple to deliver your emails to recipients with links to your file attachments. If a recipient is using OS X 10.10 or later, OS X Mail will automatically download the attachments. As a sender, you and all recipients should not notice a significant change in the way you send and receive emails and attachments. Temporary storage of large email attachments will not count towards your storage limit. These attachments will have an expiration date. At the time of expiration, those attachments will no longer be available for downloading. You may opt out of using Mail Drop at any time.

**H. Third Party Apps.** If you use your iCloud account to log into certain third party Apps, you agree to allow that App to store data in your personal iCloud account and for Apple to collect, store and process such data for your use of the Service and such Apps. The data that the App stores in your personal iCloud account will count towards your storage limit. Such data may be shared with another App that you download from the same App Developer.

**I. iCloud web-only account.** If you sign up for the Service with a web-only account on a non-Apple-branded device or computer, you will have access to only a limited set of Service functionality. As a condition to accessing the Service with a web-only account, you agree to all relevant terms and conditions found in this Agreement, including, without limitation, all requirements for use of the Service, limitations on use, availability, public beta, disclaimers of warranties, rules regarding your content and conduct, and termination. Terms found in this Agreement relating to features not available for web-only users will not be applicable to you. These include, for example, use of location based services and payment of fees for iCloud storage upgrades. You further agree that if you subsequently access your web-only account from an Apple-branded device or Apple-

branded computer, whether or not you own such device or computer, Apple may automatically upgrade your web-only account to a full iCloud account and provide all available functionality of the Service to you, including increased free storage capacity. If you choose to access your web-only account from an Apple-branded device or Apple-branded computer and you are subsequently upgraded to full functionality of the Service, you agree that all of the terms and conditions contained herein apply to your use of the Service. If you do not want to have a full iCloud account, do not log in to your web-only account from an Apple-branded device or computer.

### **III. SUBSCRIPTION STORAGE UPGRADES**

Additional storage is available for purchase on a subscription basis.

By upgrading your storage on your device or computer, Apple will automatically charge on a recurring basis the payment method associated with your Apple ID (e.g., the payment method you use to shop on the iTunes Store, App Store, or iBookstore, if available) or the payment method associated with your Family account. If you are a Family organizer, you agree to have Apple charge your payment method on a recurring basis for members of your Family who upgrade their storage. Apple may also obtain preapproval for an amount up to the amount of the transaction and contact you periodically by email to the email address associated with your Apple ID for billing reminders and other storage account-related communications.

You can change your subscription by upgrading or downgrading your storage under the iCloud section of Settings on your device, or under the iCloud pane of System Preferences on your Mac or iCloud Control Panel on your computer.

The applicable storage fee for an upgraded storage plan will take effect immediately; downgrades to your storage plan will take effect on the next annual or monthly billing date. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING APPLE WITH VALID CREDIT CARD OR PAYMENT ACCOUNT DETAILS FOR PAYMENT OF ALL FEES. If Apple is unable to successfully charge your credit card or payment account for fees due, Apple reserves the right to revoke or restrict access to your stored Content, delete your stored Content, or terminate your Account. If you want to designate a different credit card or payment account or if there is a change in your credit card or payment account status, you must change your information online in the Account Information section of iCloud; this may temporarily disrupt your access to the Services while Apple verifies your new payment information. We may contact you via email regarding your account, for reasons including, without limitation, reaching or exceeding your storage limit.

Your total price will include the price of the upgrade plus any applicable credit card fees and any sales, use, goods and services (GST), value added (VAT), or other similar tax, under applicable law and based on the tax rate in effect at the time you purchase the upgrade. We will charge tax when required to do so under the tax rules applicable to the Service.

## **IV. Your Use of the Service**

### **A. Your Account**

As a registered user of the Service, you must establish an 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. You further acknowledge and agree that the Service is designed and intended for personal use on an individual basis and you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, Apple shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.

In order to use the Service, you must enter your Apple ID and password to authenticate your Account. You agree to provide accurate and complete information when you register with, and as you use, the Service ("Service Registration Data"), and you agree to update your Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your Account. You agree that Apple may store and use the Service Registration Data you provide for use in maintaining and billing fees to your Account.

### **B. Use of Other Apple Products and Services**

Particular components or features of the Service provided by Apple and/or its licensors, including but not limited to the ability to download previous purchases and iTunes Match (additional fees apply), require separate software or other license agreements or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

#### **C. No Conveyance**

Nothing in this Agreement shall be construed to convey to you any interest, title, or license in an Apple ID, email address, domain name, iChat ID, or similar resource used by you in connection with the Service.

#### **D. No Right of Survivorship**

You agree that your Account is non-transferable and that any rights to your Apple ID or Content within your Account terminate upon your death. Upon receipt of a copy of a death certificate your Account may be terminated and all Content within your Account deleted. Contact iCloud Support at [www.apple.com/support/icloud](http://www.apple.com/support/icloud) for further assistance.

#### **E. No Resale of Service**

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

### **V. Content and Your Conduct**

#### **A. Content**

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials. You understand that all Content, whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not Apple, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. You understand that by using the Service you may encounter Content that you may find offensive, indecent, or objectionable, and that you may expose others to Content that they may find objectionable. Apple does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

#### **B. Your Conduct**

You agree that you will NOT use the Service to:

- a. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- b. stalk, harass, threaten or harm another;
- c. if you are an adult, request personal or other information from a minor (any person under the age of 18 or such other age as local law defines as a minor) who is not personally known to you, including but not limited to any of the following: full name or last name, home address, zip/postal code, telephone number, picture, or the names of the minor's school, church, athletic team or friends;
- d. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another iCloud user, an Apple employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity (Apple reserves the right to reject or block any Apple ID or email address which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);
- e. engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential

information in violation of a confidentiality, employment, or nondisclosure agreement;

f. post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;

g. forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service ("spoofing");

h. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;

i. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);

j. plan or engage in any illegal activity; and/or

k. gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

### **C. Removal of Content**

You acknowledge that Apple is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content. However, Apple reserves the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of this Agreement or is otherwise objectionable.

### **D. Back up Your Content**

You are responsible for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Service. Apple shall use reasonable skill and due care in providing the Service, but Apple does not guarantee or warrant that any Content you may store or access through the Service will not be subject to inadvertent damage, corruption or loss.

### **E. Access to Your Account and Content**

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 acknowledge and agree that Apple may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third party, as Apple believes is reasonably necessary or appropriate, if legally required to do so or if Apple has a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Apple, its users, a third party, or the public as required or permitted by law.

### **F. Copyright Notice - DMCA**

If you believe that any Content in which you claim copyright has been infringed by anyone using the Service, please contact Apple's Copyright Agent as described in our Copyright Policy at <http://www.apple.com/legal/trademark/claimsofcopyright.html>. Apple may, in its sole discretion, suspend and/or terminate Accounts of users that are found to be repeat infringers.

### **G. Violations of this Agreement**

If while using the Service, you encounter Content you find inappropriate, or otherwise believe to be a violation of this Agreement, you may report it by sending an email to [abuse@icloud.com](mailto:abuse@icloud.com).

#### H. Content Submitted or Made Available by You on the Service

**1. License from You.** Except for material we may license to you, Apple does not claim ownership of the materials and/or Content you submit or make available on the Service. However, by submitting or posting such Content on areas of the Service that are accessible by the public or other users with whom you consent to share such Content, you grant Apple a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available, without any compensation or obligation to you. You agree that any Content 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. By submitting or posting such Content on areas of the Service that are accessible by the public or other users, you are representing that you are the owner of such material and/or have all necessary rights, licenses, and authorization to distribute it.

**2. Changes to Content.** You understand that in order to provide the Service and make your Content available thereon, Apple may transmit your Content across various public networks, in various media, and modify or change your Content to comply with technical requirements of connecting networks or devices or computers. You agree that the license herein permits Apple to take any such actions.

**3. Trademark Information.** Apple, the Apple logo, iCloud, the iCloud logo and other Apple trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Apple Inc. in the US and/or other countries. A list of Apple's trademarks can be found here - <http://www.apple.com/legal/trademark/appletmlist.html>. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

#### VI. Software

**A. Apple's Proprietary Rights.** You acknowledge and agree that Apple and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that 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 Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

**B. License From Apple.** THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

**C. Export Control.** Use of the Service and Software, including transferring, posting, or uploading data, software or other Content via the Service, may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software or Service, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software or Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You further agree not to upload to your Account any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software, without first



obtaining that authorization. This assurance and commitment shall survive termination of this Agreement.

**D. Updates.** From time to time, Apple may update the Software used by the Service. In order to continue your use of the Service, such updates may be automatically downloaded and installed onto your device or computer. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Software.

## **VII. Termination**

### **A. Termination by You**

You may terminate your Account and/or stop using the Service at any time. If you wish to stop using iCloud on your device, you may remove your iCloud account from the device by opening Settings on your device, tapping iCloud, and tapping the Delete Account button. To terminate your Account contact iCloud Support at [www.apple.com/support/icloud](http://www.apple.com/support/icloud). Any fees paid by you prior to your termination are nonrefundable (except as expressly permitted otherwise by this Agreement), including any fees paid in advance for the billing year during which you terminate. Termination of your Account shall not relieve you of any obligation to pay any accrued fees or charges.

### **B. Termination by Apple**

Apple may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Service. Cause for such termination shall include: (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your Account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to you is or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities; or (g) failure to pay any fees owed by you in relation to the Service. Any such termination or suspension shall be made by Apple in its sole discretion and Apple will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service. In addition, Apple may terminate your Account upon prior notice via email to the address associated with your Account if (a) your Account has been inactive for one (1) year; or (b) there is a general discontinuance or material modification to the Service or any part thereof. Any such termination or suspension shall be made by Apple in its sole discretion and Apple will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service, though it will refund pro rata any pre-paid fees or amounts.

### **C. Effects of Termination**

Upon termination of your Account you will lose all access to the Service and any portions thereof, including, but not limited to, your Account, Apple ID, email account, and Content. In addition, after a period of time, Apple will delete information and data stored in or as a part of your account(s). Any individual components of the Service that you may have used subject to separate software license agreements will also be terminated in accordance with those license agreements.

## **VIII. Links and Other Third Party Materials**

Certain Content, components or features of the Service may include materials from third parties and/or hyperlinks to other web sites, resources or Content. Because Apple may have no control over such third party sites and/or materials, you acknowledge and agree that Apple is not responsible for the availability of such sites or resources, and does not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, advertising, products or materials on or available from such sites or resources. You further acknowledge and agree that Apple shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such Content, advertising, products or materials on or available from such sites or resources.

### **Google Maps Service**

Use of the Google Maps service is subject to the following additional terms: Google Maps Terms of Service available at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and Google Maps Legal Notices at

[http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html).

#### **IX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

APPLE SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING DISCLAIMERS ARE SUBJECT TO THIS EXPRESS WARRANTY.

APPLE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME APPLE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

APPLE DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND APPLE DISCLAIMS ANY LIABILITY RELATING THERETO.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

#### **LIMITATION OF LIABILITY**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY BY SERVICE PROVIDERS. TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

APPLE SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING LIMITATIONS DO NOT APPLY IN RESPECT OF LOSS RESULTING FROM (A) APPLE'S FAILURE TO USE REASONABLE SKILL AND DUE CARE; (B) APPLE'S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD; OR (C) DEATH OR PERSONAL INJURY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO

OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold Apple, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of this Agreement; (d) 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; or (e) your violation of any rights of another. This means that you cannot sue Apple, its affiliates, subsidiaries, directors, officers, employees, agents, partners, 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 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. This obligation shall survive the termination or expiration of this Agreement and/or your use of the Service. You acknowledge that you are responsible for all use of the Service using your Account, and that this Agreement applies to any and all usage of your Account. You agree to comply with this Agreement and to defend, indemnify and hold harmless Apple from and against any and all claims and demands arising from usage of your Account, whether or not such usage is expressly authorized by you.

## **X. GENERAL**

### **A. Notices**

Apple may provide you with notices regarding the Service, including changes to this Agreement, by email to your iCloud email address (and/or other alternate email address associated with your Account if provided), by regular mail, or by postings on our website and/or the Service.

### **B. Governing Law**

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and Apple shall be governed by the laws of the State of California, excluding its conflicts of law provisions. You and Apple agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

### **C. Entire Agreement**

This Agreement constitutes the entire agreement between you and Apple, governs your use of the Service and completely replaces any prior agreements between you and Apple in relation to the Service. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. 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. The failure of Apple to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries

to this agreement.

**D. "Apple" as used herein means:**

- Apple Inc., located at 1 Infinite Loop, Cupertino, California, for users in North, Central, and South America (excluding Canada), as well as United States territories and possessions; and French and British possessions in North America, South America, and the Caribbean;
- Apple Canada, located at 7495 Birchmount Road, Markham, ON L3R 5G2 for users in Canada or its territories and possessions;
- iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo for users in Japan;
- Apple Pty Limited, located at Level 13, Capital Centre, 255 Pitt Street, Sydney NSW 2000, Australia, for users in Australia, New Zealand, including island possessions, territories, and affiliated jurisdictions; and
- Apple Distribution International, located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for all other users. For users in territories where Apple means Apple Distribution International, iTunes S.à r.l, located at 31-33, rue Sainte Zithe, L-2763 Luxembourg, shall be the seller of subscription storage upgrade services for the Services offered by Apple Distribution International. Apple Distribution International shall be the operator and data controller of the Services.”

**ELECTRONIC CONTRACTING**

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 SERVICE, 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.

Last revised: October 20, 2014