

## iTunes Connect

### App Store Connect Terms of Service

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1. **Access.** Access to App Store Connect is provided solely as an accommodation and at Apple's sole discretion, and is available only to (a) authorized representatives of a person or entity with a valid membership in the Apple Developer Program (an "Apple Developer") that has signed the Apple Developer Program License Agreement (the "Agreement") (such representatives, "Developer Representative(s)") who have been granted access to App Store Connect by the Apple Developer or Apple solely for purposes of uploading and/or managing Licensed Applications, associated metadata, or other related tasks and services. In addition, limited access to App Store Connect for certain purposes (including delivery of materials to be offered for potential distribution pursuant to a future Agreement) is available to authorized representatives of entities that have applied, and have been invited by Apple, to enter into an Agreement. Your access to particular App Store Connect services may be further limited by the App Store Connect administrative user(s) for the Licensed Developer with which you are associated.
2. **System Requirements.** Use of App Store Connect requires compatible hardware (fees may apply), Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of App Store Connect involves hardware, software, and Internet access, your ability to use App Store Connect may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.
3. **Confidentiality.** You acknowledge that, in the course of your use of App Store Connect, you may have access to certain information and materials that are confidential and are of substantial value to Apple, including, but not limited to,

any proposed Agreement you download from App Store Connect or you otherwise receive from Apple, which value would be impaired if such information were disclosed to third parties or used for purposes other than expressly permitted by any Agreement, or as set forth herein ("Apple Confidential Information"). You agree to maintain any Apple Confidential Information in confidence, and not disclose or otherwise make available Apple Confidential Information to any third party without the prior written consent of Apple. In the event either party chooses not to enter into an Agreement, you agree to destroy all copies of any Apple Confidential Information in your possession, including any proposed Agreement(s).

4. **Agreement.** Your use of App Store Connect is, if applicable, subject to the terms of the Agreement, including, without limitation, its confidentiality provisions. In the event of any conflict between these Terms of Service or any information provided on App Store Connect, on the one hand, and the Agreement, on the other hand, the terms of the Agreement shall govern.
5. **Your Information.** You agree to provide accurate, current, and complete information required to register with App Store Connect and at other points as may be required in the course of using App Store Connect ("User Data"). You hereby confirm that any User Data you already have provided to Apple (including, without limitation, in the iTunes application process or through prior use of App Store Connect) has been accurate, current and complete. You further agree to maintain and update your User Data as required to keep it accurate, current, and complete.
6. **Account and Password.** As a registered user of App Store Connect, you must establish an account ("Account"). You are solely responsible for maintaining the confidentiality and security of your Account. You may not reveal your Account information to anyone else, allow anyone else to use your Account, or use anyone else's Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify Apple of any unauthorized use of your Account or any other breach of security. Apple shall not be responsible for any losses arising out of the unauthorized or other improper use of your Account.
7. **Particular App Store Connect Services.**
  1. **iTunes Producer (if applicable).** Use of iTunes Producer software, available for download through App Store Connect, is subject to the license agreement presented in connection therewith, as well as these Terms of Service. In the event of any conflict between the iTunes Producer license agreement or these Terms of Service, the license agreement shall govern.
  2. **Apple Store.** Purchases of Apple hardware and/or software or other products or services through the Apple Store, accessible through App

Store Connect, are subject to all the terms and conditions and/or terms of sale applicable to Apple Store purchases, which terms are available on or through the Apple Store site.

3. **Images.** App Store Connect may permit you to upload certain images, screenshots, preview videos, and other metadata ("Licensed Application Information") for worldwide use by Apple to display, market, or deliver the Licensed Application to end-users on the App Store. Notwithstanding the terms of the Agreement, You represent and warrant that:

1. you have cleared all worldwide rights, including, without limitation, any rights of publicity of any person depicted in the Licensed Application Information, any copyrights of photographers, artists, or other third parties, and any trademark rights in marks featured in the Licensed Application Information, that may be necessary for the use of Licensed Application Information as set forth herein and in the Agreement;
2. you are responsible for all worldwide royalties, fees and/or other sums (if any) payable with respect to Licensed Application Information and its use as set forth herein and in the Agreement;
3. the Licensed Application Information does not violate any applicable laws or regulations; and
4. you have the authority to make the foregoing representations and warranties on behalf of yourself and any entity on behalf of which you are uploading the Licensed Application Information.

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2. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, APP STORE CONNECT IS AT YOUR SOLE RISK. APP STORE CONNECT AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH APP STORE CONNECT ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.
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10. Indemnity. BY USING THE APP STORE CONNECT 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 THESE TERMS OF SERVICE, ANY REPRESENTATIONS OR WARRANTIES MADE BY YOU HEREIN, OR YOUR OTHER IMPROPER, UNAUTHORIZED OR UNLAWFUL USE OF APP STORE CONNECT.

11. **Notices.** Apple may send you notice with respect to App Store Connect by sending an email message to the email address listed in your Account contact information, by sending a letter via postal mail to the contact address listed in your Account contact information, or by a posting on App Store Connect. Notices shall become effective immediately.
12. **Governing Law.** You expressly agree that the laws of the State of California, excluding its conflicts of law rules, govern these Terms of Service and your use of App Store Connect, and that the exclusive jurisdiction for any proceeding relating in any way to your use of App Store Connect will be the Northern District of California. You hereby waive the right to object to the foregoing choice of law, personal jurisdiction or venue.
13. These Terms of Service constitute the entire agreement between you and Apple governing your use of App Store Connect, superseding any prior agreements between you and Apple governing your use of App Store Connect or iTunes Connect. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Apple's failure to enforce any right or provisions in these Terms of Service will not constitute a waiver of such provision, or any other provision of these Terms of Service. Apple will not be responsible for failures to fulfill any obligations due to causes beyond its control.

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