

ENGLISH

IMPORTANT: BY USING YOUR IPHONE, IPAD or IPOD TOUCH ("iOS DEVICE"), YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS:

- A. APPLE iOS SOFTWARE LICENSE AGREEMENT**
- B. NOTICES FROM APPLE**

APPLE INC. iOS SOFTWARE LICENSE AGREEMENT Single Use License

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING YOUR iOS DEVICE OR DOWNLOADING THE SOFTWARE UPDATE ACCOMPANYING THIS LICENSE. BY USING YOUR iOS DEVICE OR DOWNLOADING A SOFTWARE UPDATE, AS APPLICABLE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE iOS DEVICE OR DOWNLOAD THE SOFTWARE UPDATE.

IF YOU HAVE RECENTLY PURCHASED AN iOS DEVICE AND YOU DO NOT AGREE TO THE TERMS OF THE LICENSE, YOU MAY RETURN THE iOS DEVICE WITHIN THE RETURN PERIOD TO THE APPLE STORE OR AUTHORIZED DISTRIBUTOR WHERE YOU OBTAINED IT FOR A REFUND, SUBJECT TO APPLE'S RETURN POLICY FOUND AT

http://www.apple.com/legal/sales_policies/.

1. General.

(a) The software (including Boot ROM code and other embedded software), documentation, interfaces, content, fonts and any data that came with your iOS Device ("Original iOS Software"), as may be updated or replaced by feature enhancements, software updates or system restore software provided by Apple ("iOS Software Updates"), whether in read only memory, on any other media or in any other form (the Original iOS Software and iOS Software Updates are collectively referred to as the "iOS Software") are licensed, not sold, to you by Apple Inc. ("Apple") for use only under the terms of this License. Apple and its licensors retain ownership of the iOS Software itself and reserve all rights not expressly granted to you.

(b) Apple, at its discretion, may make available future iOS Software Updates for your iOS Device. The iOS Software Updates, if any, may not necessarily include all existing software features or new features that Apple releases for newer or other models of iOS Devices. The terms of this License will govern any iOS Software Updates provided by Apple that replace and/or supplement the Original iOS Software product, unless such iOS Software Update is accompanied by a separate license in which case the terms of that license will govern.

2. Permitted License Uses and Restrictions.

(a) Subject to the terms and conditions of this License, you are granted a limited non-exclusive license to use the iOS Software on a single Apple-branded iOS Device. Except as permitted in Section 2(b) below, and unless as provided in a separate agreement between you and Apple, this License does not allow the iOS Software to exist on more than one Apple-branded iOS Device at a time, and you may not distribute or make the iOS Software available over a network where it could be used by multiple devices at the same time. This License does not grant you any rights to

use Apple proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third party devices and accessories, or third party software applications, for use with iOS Devices. Some of those rights are available under separate licenses from Apple. For more information on developing third party devices and accessories for iOS Devices, please email madeforipod@apple.com. For more information on developing software applications for iOS Devices, please email devprograms@apple.com.

(b) Subject to the terms and conditions of this License, you are granted a limited non-exclusive license to download iOS Software Updates that may be made available by Apple for your model of the iOS Device to update or restore the software on any such iOS Device that you own or control. This License does not allow you to update or restore any iOS Device that you do not control or own, and you may not distribute or make the iOS Software Updates available over a network where they could be used by multiple devices or multiple computers at the same time. If you download an iOS Software Update to your computer, you may make one copy of the iOS Software Updates stored on your computer in machine-readable form for backup purposes only, provided that the backup copy must include all copyright or other proprietary notices contained on the original.

(c) You may not, and you agree not to or enable others to, copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the iOS Software or any services provided by the iOS Software or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or by licensing terms governing use of open-source components that may be included with the iOS Software).

(d) By storing content on your iOS Device you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rights holder. The iOS Software may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce.

(e) You agree to use the iOS Software and the Services (as defined in Section 5 below) in compliance with all applicable laws, including local laws of the country or region in which you reside or in which you download or use the iOS Software and Services.

(f) Use of and access to certain features of the iOS Software and certain Services (as defined in Section 5) may require you to apply for a unique user name and password combination, known as an Apple ID. In addition, you acknowledge that many features and Services of the iOS Software transmit data and could impact charges to your data plan, and that you are responsible for any such charges. You can control which applications are permitted to use cellular data and view an estimate of how much data such applications have consumed under Cellular Data Settings. For more information, please consult the User Guide for your iOS Device.

3. Transfer. You may not rent, lease, lend, sell, redistribute, or sublicense the iOS Software. You may, however, make a one-time permanent transfer of all of your license rights to the iOS Software to another party in connection with the transfer of ownership of your iOS Device, provided that: (a) the transfer must include your iOS Device and all of the iOS Software, including all its component parts, original media, printed materials and this License; (b) you do not retain any copies of the iOS Software, full or partial, including copies stored on a computer or other storage

device; and (c) the party receiving the iOS Software reads and agrees to accept the terms and conditions of this License.

4. Consent to Use of Data.

(a) Diagnostic and Usage Data. If you opt in to diagnostic and usage collection, you agree that Apple and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, information about your iOS Device, computer, system and application software, and peripherals, that is gathered periodically to provide and improve Apple's products and services, facilitate the provision of software updates, product support and other services to you (if any) related to the iOS Software, and to verify compliance with the terms of this License. Apple may use this information, as long as it is collected in a form that does not personally identify you, for the purposes described above. If you have opted in and have Location Services turned on, the location of your device may also be sent to help Apple analyze wireless or cellular performance issues (e.g. the strength or weakness of a cellular signal in a particular location). To enable Apple's partners and third party developers to improve their software, hardware and services designed for use with Apple products, Apple may also provide any such partner or third party developer with a subset of diagnostic information that is relevant to that partner's or developer's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify you.

(b) Location Data. Apple and its partners, licensees and third party developers may provide certain services through your iOS Device that rely upon location information. To provide and improve these services, where available, Apple and its partners, licensees and third party developers may transmit, collect, maintain, process and use your location data, including the real-time geographic location of your iOS Device, road travel speed information, location search queries, and location of where you purchase and launch applications. The location data and queries collected by Apple are collected in a form that does not personally identify you and may be used by Apple and its partners, licensees and third party developers to provide and improve location-based products and services. **By using any location-based services on your iOS Device, you agree and consent to Apple's and its partners', licensees' and third party developers' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve such products and services.** You may withdraw this consent at any time by going to the Location Services setting on your iOS Device and either turning off the global Location Services setting or turning off the individual location settings of each location-aware item on your iOS Device. When using third party applications or services on the iOS Device that use or provide location data, you are subject to and should review such third party's terms and privacy policy on use of location data by such third party applications or services.

(c) Siri and Dictation. The Siri and Dictation features of the iOS Software may not be available in all languages or regions and features may vary by region. If your iOS Device supports Siri and Dictation, these features may allow you to make requests, give commands and dictate text to your device using your voice. When you use Siri or Dictation, the things you say will be recorded and sent to Apple in order to convert what you say into text and to process your requests. Your device will also send Apple other information, such as your name and nickname; the names, nicknames, and relationship with you (e.g., "my dad") of your address book contacts; and song names in your collection (collectively, your "User Data"). All of this data is used to help Siri and Dictation understand you better and recognize what you say. It is not linked to other data that Apple may have from your use of other Apple services. **By**

using Siri or Dictation, you agree and consent to Apple's and its subsidiaries' and agents' transmission, collection, maintenance, processing, and use of this information, including your voice input and User Data, to provide and improve Siri, Dictation, and dictation functionality in other Apple products and services.

If you have Location Services turned on, the location of your iOS Device at the time you make a request to Siri may also be sent to Apple to help Siri improve the accuracy of its response to your location-based requests. You may disable the location-based functionality of Siri by going to the Location Services setting on your iOS Device and turning off the individual location setting for Siri.

Siri can allow you to interact with your iOS Device without needing to unlock it. If you have enabled a passcode on your iOS Device and would like to prevent Siri from being used from the lock screen, you can tap Settings, tap General, tap Passcode Lock and turn the Siri option to "off".

You can also turn off Siri and Dictation altogether at any time. To do so, open Settings, tap General, tap Siri, and slide the Siri switch to "off".

(d) FaceTime. The FaceTime calling feature of the iOS Software ("FaceTime") requires a Wi-Fi or cellular data connection and may not be available in all regions and may be restricted or unavailable from your service provider. Your use of FaceTime is subject to your compliance with Section 2(e) above. In order to set up FaceTime, and to initiate and receive FaceTime calls between you and other FaceTime users, certain unique identifiers for your iOS Device and account are needed. These unique identifiers may include your email address(es), the Apple ID information you provide, a hardware identifier for your iOS Device, and your iPhone's telephone number. **By using the iOS Software, you agree that Apple may transmit, collect, maintain, process and use these identifiers for the purpose of providing and improving the FaceTime feature.** You understand that your iPhone's telephone number will be displayed to the other party on the call (even if you have a blocked number) or your email address will be shown, depending on what setting you choose. You may turn off the FaceTime feature by going to the FaceTime setting on your iOS Device or by going to the Restrictions setting and enabling the FaceTime restriction. You may also restrict FaceTime to Wi-Fi only, by going to the FaceTime setting on your iOS Device and sliding the "Use Cellular Data" switch to "Off".

(e) iMessage. The messaging feature of the iOS Software ("iMessage") may not be available in all countries or regions. Your use of iMessage is subject to your compliance with Section 2(e) above. In order to set up iMessage, and to initiate and receive iMessages between you and other iOS Device users, certain unique identifiers for your iOS Device and account are needed. These unique identifiers may include your email address(es), the Apple ID information you provide, a hardware identifier for your iOS Device, and your iPhone's telephone number. **By using the iOS Software, you agree that Apple may transmit, collect, maintain, process and use these identifiers for the purpose of providing and improving the iMessage service.** The iMessage service requires a Wi-Fi or cellular data connection. To facilitate delivery of your iMessages and to enable you to maintain conversations across your devices, Apple may hold your iMessages in encrypted form for a limited period of time. If your message cannot be sent as an iMessage, your message may be sent as an SMS or MMS message, for which carrier messaging rates may apply. You understand that your iPhone's telephone number will be displayed to the other party (even if you have a blocked number) or your email address will be shown, depending on what setting you choose. You may turn off the iMessage service by

going to the Messages setting on your iOS Device.

(f) My Photo Stream. **By using the My Photo Stream feature of iCloud, you agree that 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. All use of the My Photo Stream feature is subject to the terms and conditions of this agreement and the iCloud Terms and Conditions located at: <http://www.apple.com/legal/icloud/www/>.

(g) iCloud Photo Sharing. **By using the iCloud Photo Sharing feature, you agree that Apple may store the photos and videos you share continuously 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.** 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. All use of the iCloud Photo Sharing feature is subject to the terms and conditions of this agreement and the iCloud Terms and Conditions located at: <http://www.apple.com/legal/icloud/www/>.

(h) Maps. The maps service and features of the iOS Software ("Maps") may not be available in all languages or regions, and features and map data coverage may vary by region. Use of the Maps service requires a Wi-Fi or cellular data connection. When you use any location-based features within Maps, such as turn-by-turn navigation, traffic and local search, various location-related and usage information may be sent to Apple, including the real-time geographic location of your iOS Device, in order to process your request and help improve Maps. Such location and usage data is collected by Apple in a form that does not personally identify you. **By using Maps, you agree and consent to Apple's and its subsidiaries' and agents' transmission, collection, maintenance, processing, and use of this information, to provide and improve the Maps features and service, and other Apple products and services.**

If you have Location Services turned on, the location of your iOS Device at the time you make a request to Maps may also be sent to Apple if required to process the request, such as turn-by-turn navigation. You may disable the location-based functionality of Maps by going to the Location Services setting on your iOS Device and turning off the individual location setting for Maps. Certain Maps features will however be unavailable if you disable the Location Services setting, such as turn-by-turn navigation.

(i) Interest-Based Advertising from iAd. Apple may provide mobile, interest-based advertising to you. If you do not want to receive relevant ads on your iOS Device, you can opt out by going to the Limit Ad Tracking setting on your iOS Device. 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.

(j) Privacy Policy. At all times your information will be treated in accordance with Apple's Privacy Policy, which is incorporated by reference into this License and can be viewed at: <http://www.apple.com/privacy/>.

5. Services and Third Party Materials.

(a) The iOS Software may enable access to Apple's iTunes Store, App Store, Game Center, iCloud, Maps and other Apple and third party services and web sites (collectively and individually, "Services"). Such Services may not be available in all languages or in all countries. Use of these Services requires Internet access and use of certain Services may require an Apple ID, may require you to accept additional terms and may be subject to additional fees. By using this software in connection with an Apple ID, or other Apple Service, you agree to the applicable terms of service for that Service, such as the latest iTunes Store Terms and Conditions or Game Center Terms and Conditions, which you may access and review at <http://www.apple.com/legal/itunes/ww/>, or the iCloud Terms and Conditions which can be found at <http://www.apple.com/legal/icloud/ww/>, respectively.

(b) If you sign up for iCloud, certain iCloud features like "Back Up" and "Find My iPhone" may be accessed directly from the iOS Software. You acknowledge and agree that your use of iCloud and these features is subject to the latest terms and conditions of the iCloud service, which you may access and review at: <http://www.apple.com/legal/icloud/ww/>.

(c) You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that Apple shall have no liability to you for content that may be found to be offensive, indecent, or objectionable.

(d) Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, you acknowledge and agree that Apple is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Apple, its officers, affiliates and subsidiaries do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you.

(e) Neither Apple nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information, location data or any other data displayed by any Services. Financial information displayed by any Services is for general informational purposes only and should not be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, you should consult with a financial or securities professional who is legally qualified to give financial or securities advice in

your country or region. Location data provided by any Services, including the Apple Maps service, is provided for basic navigational and/or planning purposes only and 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. You agree that, the results you receive from the Maps service may vary from actual road or terrain conditions due to factors that can affect the accuracy of the Maps data, such as, but not limited to, weather, road and traffic conditions, and geopolitical events. For your safety when using the navigation feature, always pay attention to posted road signs and current road conditions. Follow safe driving practices and traffic regulations, and note that walking directions may not include sidewalks or pedestrian paths.

(f) To the extent that you upload any content through the use of the Services, you represent that you own all rights in, or have authorization or are otherwise legally permitted to upload, such content and that such content does not violate any terms of service applicable to the Services. You agree that the Services contain proprietary content, information and material that is owned by Apple, the site owner and/or their 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 content, information or materials other than for permitted use of the Services or in any manner that is inconsistent with the terms of this License or that infringes any intellectual property rights of a third party or Apple. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, using the Services to transmit any computer viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Apple is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using any of the Services.

(g) In addition, Services and Third Party Materials that may be accessed, linked to or displayed on the iOS Device are not available in all languages or in all countries or regions. Apple makes no representation that such Services and Third Party Materials are appropriate or available for use in any particular location. To the extent you choose to use or access such Services and Third Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws and privacy and data collection laws. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Apple be liable for the removal of or disabling of access to any such Services. Apple may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

6. Termination. This License is effective until terminated. Your rights under this License will terminate automatically or otherwise cease to be effective without notice from Apple if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the iOS Software. Sections 4, 5, 6, 7, 8, 9, 12 and 13 of this License shall survive any such termination.

7. Disclaimer of Warranties.

7.1 If you are a customer who is a consumer (someone who uses the iOS Software outside of your trade, business or profession), you may have legal rights in your

country of residence which would prohibit the following limitations from applying to you, and where prohibited they will not apply to you. To find out more about rights, you should contact a local consumer advice organization.

7.2 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE iOS SOFTWARE AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE iOS SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

7.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE iOS SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE AND APPLE'S LICENSORS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 7 AND 8) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE iOS SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7.4 APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE iOS SOFTWARE AND SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE iOS SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE iOS SOFTWARE AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE iOS SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE iOS SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THIS iOS SOFTWARE MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES.

7.5 YOU FURTHER ACKNOWLEDGE THAT THE iOS SOFTWARE AND SERVICES ARE 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 iOS SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS.

7.6 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE iOS SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE iOS SOFTWARE AND SERVICES OR ANY THIRD

PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE iOS SOFTWARE OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Apple's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of two hundred and fifty dollars (U.S.\$250.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

9. Digital Certificates. The iOS Software contains functionality that allows it to accept digital certificates either issued from Apple or from third parties. YOU ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON A CERTIFICATE WHETHER ISSUED BY APPLE OR A THIRD PARTY. YOUR USE OF DIGITAL CERTIFICATES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, SECURITY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO DIGITAL CERTIFICATES.

10. Export Control. You may not use or otherwise export or re-export the iOS Software except as authorized by United States law and the laws of the jurisdiction(s) in which the iOS Software was obtained. In particular, but without limitation, the iOS 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 iOS Software, 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 iOS Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

11. Government End Users. The iOS Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

12. Controlling Law and Severability. This License will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If you are a consumer based in the United Kingdom, this License will be governed by the laws of the jurisdiction of your residence. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

13. Complete Agreement; Governing Language. This License constitutes the entire agreement between you and Apple relating to the iOS Software and

supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Apple. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern, to the extent not prohibited by local law in your jurisdiction.

14. Third Party Acknowledgements. Portions of the iOS Software may utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for the iOS Software, and your use of such material is governed by their respective terms. Use of the Google Safe Browsing Service is subject to the Google Terms of Service (http://www.google.com/terms_of_service.html) and to Google's Privacy Policy (<http://www.google.com/privacypolicy.html>).

15. Use of MPEG-4; H.264/AVC Notice.

(a) The iOS Software contains MPEG-4 video encoding and/or decoding functionality. The iOS Software is licensed under the MPEG-4 Visual Patent Portfolio License for the personal and non-commercial use of a consumer for (i) encoding video in compliance with the MPEG-4 Visual Standard ("MPEG-4 Video") and/or (ii) decoding MPEG-4 video that was encoded by a consumer engaged in a personal and non-commercial activity and/or was obtained from a video provider licensed by MPEG LA to provide MPEG-4 video. No license is granted or shall be implied for any other use. Additional information including that relating to promotional, internal and commercial uses and licensing may be obtained from MPEG LA, LLC. See <http://www.mpegla.com>.

(b) The iOS Software contains AVC encoding and/or decoding functionality, commercial use of H.264/AVC requires additional licensing and the following provision applies: THE AVC FUNCTIONALITY IN THE iOS SOFTWARE IS LICENSED HEREIN ONLY FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR AVC VIDEO THAT WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. INFORMATION REGARDING OTHER USES AND LICENSES MAY BE OBTAINED FROM MPEG LA L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

16. Yahoo Search Service Restrictions. The Yahoo Search Service available through Safari is licensed for use only in the following countries and regions: Argentina, Aruba, Australia, Austria, Barbados, Belgium, Bermuda, Brazil, Bulgaria, Canada, Cayman Islands, Chile, China, Colombia, Cyprus, Czech Republic, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Greece, Grenada, Guatemala, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Italy, Jamaica, Japan, Latvia, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Netherlands, New Zealand, Nicaragua, Norway, Panama, Peru, Philippines, Poland, Portugal, Puerto Rico, Romania, Singapore, Slovakia, Slovenia, South Korea, Spain, St. Lucia, St. Vincent, Sweden, Switzerland, Taiwan, Thailand, The Bahamas, Trinidad and Tobago, Turkey, UK, Uruguay, US and Venezuela.

17. Microsoft Exchange Notice. The Microsoft Exchange mail setting in the iOS Software is licensed only for over-the-air synchronization of information, such as email, contacts, calendar and tasks, between your iOS and Microsoft Exchange Server or other server software licensed by Microsoft to implement the Microsoft Exchange ActiveSync protocol.

EA1040
7/24/2013

NOTICES FROM APPLE

If Apple needs to contact you about your product or account, you consent to receive the notices by email. You agree that any such notices that we send you electronically will satisfy any legal communication requirements.