

## 欢迎使用 Apple 校园教务管理

本 Apple 校园教务管理协议 (以下简称“协议”) 由贵机构与 Apple 之间达成, 规定了贵机构使用 Apple 校园教务管理的软件、服务和网站 (以下统称“服务”) 时需要遵守的一些条款和条件。你同意, 你拥有代表贵机构接受下述条款的完整法律授权。点按“同意”即表示你同意, 你已阅读并理解下述条款, 并且同意如果你选择访问或使用本服务或向他人提供本服务, 则必须遵守下述条款。如果你不具备代表贵机构接受下述条款的法律授权, 或者你不同意下述条款, 请勿点按“同意”。

### 1. 一般条款

**A. 服务。** Apple 是本服务的提供者, 允许你根据本协议的条款和条件: (i) 注册授权设备以在贵机构内实施移动设备管理 (MDM); (ii) 访问相关软件工具来协助使用本服务; (iii) 对管理式 Apple 账户的创建和分发以及最终用户对这些 Apple 账户的使用进行管理; (iv) 管理与本服务相关的数据和内容的传输、存储、购买和维护; (v) 对你利用本服务创建和管理课程进行管理; 以及 (vi) 允许最终用户通过其管理式 Apple 账户使用本服务的某些特性和功能, 包括但不限于通过 Apple 校园教务管理衡量学生在启用 ClassKit 的应用程序中完成指定活动的进度, 涉及本协议第 3 条中所述的第三方产品和服务的功能以及本协议第 4(D) 条中所述的功能与服务。你同意仅在本协议、文档及所有适用法律和法规的规定范围内使用本服务。

**B. 设备和用户注册。** 你可以使用本服务的设备注册功能, 仅将授权设备注册到本服务。如果你选择使用本服务并且按照本协议中的规定注册授权设备, Apple 会为你提供一个 Web 门户和一个管理员账户, 以便你能够创建和管理供最终用户使用的管理式 Apple 账户并提供本服务的各项功能。在你为最终用户创建管理式 Apple 账户后, 此类账户可通过贵机构拥有的共享设备或个人设备, 以及最终用户用于访问自身管理式 Apple 账户的任何设备来进行访问。你负责确定并选择你希望向最终用户提供的服务功能。

**C. 设备转让。** 你不得转售任何已启用设备注册设置的授权设备, 并同意在转售或以任何方式将授权设备转让给第三方之前从本服务中删除授权设备。

### 2. 使用权

**A.** 除非本协议中另有说明, 否则你对本服务拥有非排他性的、不可分配的且不可转让的有限访问权利, 仅可于规定的期间内在你的教育活动使用本服务并且需要遵守本协议的条款。你可以允许最终用户使用本服务来满足上述用途, 并且你有责任确保最终用户遵守本协议的条款。

**B.** 你没有获得任何权利或许可来在任何超出本协议规定的范围及/或服务期间的情况下使用本服务或其任何功能。本协议终止和/或到期时, 你访问和使用本服务的权利也将终止。

**C.** 除非本协议中另有明确说明，否则你同意：Apple 没有义务提供任何 Apple 软件、程序、功能、服务或产品来作为本服务的一部分。

### **3. 数据隐私和安全**

**A. 客户指示和个人数据的使用。** 根据本协议的规定，Apple 作为代表你的数据处理方，可能会接收由你或代表你提供的个人数据，以及你的最终用户提供的个人数据。签署本协议即表示，你指示 Apple 依照适用法律，在以下范围内处理此类个人数据：(i) 提供并支持你和你的最终用户对本服务的使用，包括你或相关最终用户启用的任何 Apple 特性、功能和服务；(ii) 依据你或相关最终用户通过使用本服务 (包括本服务的 Web 门户以及其他特性和功能) 所下达的指示；(iii) 遵照本协议的规定，包括附录 A 中针对学生最终用户的相关规定；以及 (iv) 遵循你下达并经 Apple 确认构成本协议所述指示的任何其他书面指示中进一步记录的说明。

你理解，Apple 可处理与管理式 Apple 账户相关的个人数据，如姓名、机构、注册班级、角色、联系信息 (如电子邮件地址和电话号码)、年级、就业信息、用户标识符和设备标识符，具体视最终用户类型、使用的服务和提供的数据而定。Apple 还可以处理与提供可通过管理式 Apple 账户获得的功能和服务相关的个人数据，包括但不限于上文第 1(A) 条、下文第 4(D) 条概述的服务、Apple 服务以及附录 A 中针对学生最终用户所概述的服务。此外，Apple 还可以出于以下目的而处理个人数据：方便提供与本服务相关的软件更新、产品支持及其他功能；用于安全和账户管理目的；以及验证遵守本协议条款的情况。学生最终用户个人数据的处理在附录 A 中有更详细的解释。

Apple 应仅根据本协议中所述的你的指示处理个人数据，包括第 3(A) 条和针对学生最终用户的附录 A，除非 (i) 适用的法律明确禁止；或 (ii) 适用的法律要求这样做。在这种情况下，Apple 会先告知你该等法律要求，再处理个人数据 (除非相关法律基于公共利益的重要理由禁止这样做)。Apple 不得以构成“销售”或“共享”(具体条款定义见《加利福尼亚消费者保护法》(CCPA) 或其他数据保护法中的任何类似概念) 的方式披露任何个人数据，也不得参与构成“销售”或“共享”个人数据、与本协议有关的任何数据处理活动。在规定的范围内，如果 Apple 认为你的任何指示违反了 GDPR 或者其他联盟或成员国的数据保护规定，Apple 应立即通知你。如果 Apple 无法再履行《加利福尼亚消费者保护法》(CCPA) 或其他适用的数据保护法律和法规规定的义务，Apple 也应通知你。

此外，Apple 及其关联公司和代理人可能会以不识别你的最终用户个人身份的方式，收集、创建并处理汇总的诊断、技术、使用情况的统计信息及相关信息，以便提供和改进服务。

**B. 遵守法律。**你同意，你全权负责确保自己在通过本服务使用或收集数据及信息时遵守所有适用的法律，包括但不限于隐私和数据保护法。你也对与个人数据相关的所有活动承担责任，这些活动包括但不限于监控此类个人数据和活动，以及防止和处理不当的数据和活动，包括删除相关数据以及终止提供此类数据的最终用户的访问权限。你有责任保护最终用户数据，并限制对最终用户数据具有访问权限的所有人员和你的任何服务提供商(包括你的第三方服务提供商)对这些数据的访问权限，并对经你允许访问这些数据以使用本服务的所有人员的行为承担责任。

**C. 数据事件。**Apple 将 (i) 在获悉贵机构的个人数据因本服务发生安全漏洞而导致遭到意外或非法破坏、丢失、篡改、未经授权的披露或访问(以下简称“数据事件”)时，依照法律规定及时通知贵机构，不得无故拖延；并且(ii)采取合理的措施来最大程度地减小危害和保护贵机构的个人数据。你有责任向 Apple 提供贵机构的最新联系信息，以便满足此类通知需要。此外，如果数据事件涉及 Apple 有权访问且与本服务有关的个人数据，Apple 还将为贵机构提供协助，确保贵机构能够履行 GDPR 第 33、34 条(若适用)规定的义务来向监管机构或数据主体通报数据事件，或者履行适用法律规定的其他同等义务。

Apple 将遵守所有具体的法律要求，不会访问你的个人数据内容以进行信息识别。贵机构有责任遵守适用于机构的事件通知法律，并履行与数据事件有关的所有第三方义务。

Apple 根据本第 3(C) 条规定关于数据事件的通知和回应，不得解释为 Apple 承认对数据事件承担任何责任或义务。

**D. 你的审计/检查权利。**如果你或你的最终用户的个人数据在处理上适用 GDPR，Apple 将向你提供必要的信息，以证明你遵守了该法律的第 28 条。如果你拥有其他适用法律规定的审计权利，Apple 将向你提供必要的信息以证明你履行了你在相关法律下的义务。如果你选择行使本第 3(D) 条规定的审计权利，Apple 应当向你提供 Apple Inc. 的 ISO 27001 和 ISO 27018 认证的副本，以证明自己行为合规。

**E. 安全规程。**Apple 应采取行业标准措施以在个人数据的处理期间保护个人数据。加密的个人数据可由 Apple 根据地理位置自行决定存储于 Apple 的 ISO 认证中包含的位置，通常位于离最终用户最近的地点。作为此类措施的一部分，Apple 还将尽到商业上的合理努力来：(a) 在数据存储和传输过程中加密个人数据；(b) 确保处理系统和服务的一贯保密性、完整性、可用性和恢复能力；(c) 在发生物理或技术问题时及时恢复个人数据的可用性；以及 (d) 定期测试、衡量和

评估为确保处理个人数据的安全性而采取的技术和组织措施的有效性。Apple 可以不时对安全功能进行更新，但前提是这些更新不会造成本服务的总体安全性下降。

**F. 安全控制。** Apple 将通过实施本协议第 3(E) 条中规定的安全措施并保持 ISO 27001 和 ISO 27018 认证的有效性，协助你确保履行你在个人数据安全方面的义务，包括贵机构在 GDPR 第 32 条或适用法律项下的同等义务。在你或贵机构提出请求后，Apple 将依据本第 3(F) 条提供与 ISO 27001 和 ISO 27018 认证相关的证书，供贵机构审核。

**G. 安全合规性。** Apple 将采取适当的措施来确保 Apple 人员和 Apple 服务提供商遵守安全规程，并且 Apple 应确保所有经授权处理个人数据的人员均在本服务中相关个人数据的保密性和安全性上遵守适用的法律。

**H. 数据影响评估和事先协商。** 如果涉及 Apple 有权访问且与本服务相关的个人数据，Apple 将按适用法律的要求合理地为贵机构提供协助，确保贵机构遵守任何要求贵机构执行数据保护影响评估或依照法律规定在处理前与监管机构协商的义务。

**I. 违规通知和合作。** 如果你获悉或有理由认为任何人或实体违反了你的安全措施或未经授权访问了以下内容，你应及时通知 Apple：(1) 你的个人数据；(2) 本服务的任何受限区域；或 (3) Apple 的机密信息 (以下统称“信息安全违规”)。出现信息安全违规时，你应向 Apple 提供合理的协助与支持，以便最大程度地减小危害并保护相关数据。

**J. 数据传输。** 若法律规定，Apple 将确保任何国际个人数据仅传输到已确保充分数据保护水平、已依据适用法律 (例如 GDPR 第 46 条和第 47 条) 所述提供适当保护措施 (例如标准数据保护条款) 或符合 GDPR 第 49 条或适用法律所规定之克减情形的国家或地区。此类安全保障可能包括 Apple 签署的《示范合同条款》，或你同意在司法管辖区有要求时签署的其他数据传输协议，如 Apple 在 <https://www.apple.com/legal/enterprise/datatransfer/> 发布的已签署协议。Apple 在亚太经济合作组织 (APEC) 参与国家/地区内收集的个人的国家/地区间传输活动遵守适用于个人数据传输的 APEC 跨境隐私规则 (CBPR) 体系 (<http://cbprs.org/>) 和数据处理器隐私识别 (PRP) 体系 (<http://cbprs.org/>)。如果你对我们的 APEC CBPR 或 PRP 认证有任何疑问或问题，可以联系我们的第三方争议解决机构 (<https://feedback-form.truste.com/watchdog/request>)。

**K. 数据销毁。** 当本协议因任何原因而终止时，Apple 应在合理的时限内 (但在何种情形中均不超过 180 天) 销毁 Apple 储存的、与本服务有关的你和最终用户的个人数据。

## L. 关于个人数据的请求。

i. **机构请求**：在适用情况下，Apple 应向你提供相关的功能，以便你可以根据自己在隐私和数据保护法律下的义务来访问、更正、检索或删除你自己和最终用户的个人数据。在你就与本服务相关的你自己或最终用户的内容或个人数据向 Apple 提出请求时，Apple 将合理地 (i) 允许你直接管理此类请求，例如通过 Web 门户中的可用工具；或者 (ii) 与你合作处理此类请求，前提是此类请求涉及 Apple 有权访问的个人数据。对于你在 Apple 系统之外存储或传输的数据，包括内容或个人数据 (例如，学生信息系统中的学生记录)，Apple 不承担任何责任。通过 Apple 校园教务管理处理的删除请求将在 30 天内完成。如果你位于欧盟境内，则适用涉及法规 (EU) 2023/2854 的以下附加条款：

<https://support.apple.com/guide/deployment/depe03a2705f>。

ii. **最终用户请求**：在收到最终用户要求提供与本服务相关的个人数据副本的任何请求时，Apple 将合理地 (i) 允许你直接管理此类请求，例如通过 Web 门户中的可用工具；或者 (ii) 与你合作处理此类请求，前提是此类请求涉及 Apple 有权访问的个人数据。如果你选择允许 Apple 通过 Web 门户在其位于 [privacy.apple.com](https://privacy.apple.com) 的隐私门户中提供最终用户个人数据的副本，则你特此指示 Apple，应最终用户的请求，代表你处理并满足该最终用户访问其在 [privacy.apple.com](https://privacy.apple.com) 上的可用数据的请求。

iii. **第三方请求**：如果 Apple 收到第三方请求 (例如执法机构或监管机构的请求)，要求获取你或你的最终用户的内容或个人数据 (以下简称“第三方请求”)，Apple 将 (i) 在法律允许的范围内通知你收到了该第三方请求；并且 (ii) 告知请求方应向你提出此类第三方请求。除非法律或第三方请求另有要求，否则由你负责回应此类请求。当你受到数据保护监管机构或与个人数据相关的类似权威机构的调查时，如果调查涉及 Apple 有权访问且与本服务相关的个人数据，Apple 应当向你提供协助和支持以响应此类调查。

**M. FERPA (20 U.S.C. § 1232g) 下的学校官方地位。** 如果你是受美国《家庭教育权利和隐私法》(FERPA) 条例约束的教育机构或组织，或代表此类教育机构或组织，则双方同意，就本协议而言，Apple 将 (a) 作为 34 C.F.R. § 99.31(a)(1)(i) 中定义的、具有合法教育利益的“学校官员”行事；(b) 针对相关最终用户的个人数据，在机构的直接控制下执行机构原本由员工承担的服务或职能；(c) 仅出于机构授权的目的 (包括本协议所述的目的) 使用相关最终用户的个人数据；(d) 不得向第三方或关联方重新披露相关最终用户的个人数据，除非获得本协议授权、得到机构许可、根据法院命令或适用法律或法规另有规定。

**N. COPPA。** 在适用的情况下，Apple 将根据 1998 发布的《儿童在线隐私保护法》(COPPA)，使用和维护你和最终用户在本服务中向 Apple 提供的个人数据。本第 3 条和附录 A

构成事先声明，用于说明 Apple 将如何收集、使用或披露学生最终用户 (包括 13 周岁以下儿童) 的个人数据。你授予 Apple 相应的许可，允许 Apple 照附录 A 的规定收集、使用和披露此类个人数据，以提供和改进本服务。

**O. 访问第三方产品和服务。**如果你选择访问、使用、下载、安装或启用通过本服务运作但不属于本服务的第三方产品或服务，本服务可能会允许此类产品或服务访问个人数据，以便使用这些附加服务。其中某些第三方产品或服务也可能会向 Apple 提供对个人数据的访问权限，例如，如果你允许你的最终用户通过联合身份提供程序登录本服务。你不一定要使用与本服务有关的此类附加产品或服务，并且你的管理员可能会依照本协议限制使用此类附加产品或服务。在访问、使用、下载、安装或启用第三方产品或服务以通过管理式 Apple 账户使用之前，你应查看第三方产品和服务的相关条款、政策和做法，以了解它们可能从你的最终用户处收集哪些数据，如何使用、共享和存储这些数据，以及 (适用时) 此类做法是否与你所获得的知情同意书相符。

**P. Apple 服务提供商。**如果服务提供商向 Apple 提供与本服务有关的服务，则 Apple 可能会向其提供个人数据。你授权 Apple 使用“Apple”定义中规定的所有 Apple 实体作为服务提供商以及使用 Apple 可能利用的任何其他服务提供商，前提是这些服务提供商受到合同约束以不差于 Apple 依据本协议对待个人数据的方式来对待此数据，并且不将此数据用于超过本协议所述范围以外的用途。要了解服务提供商列表，请访问 [https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors\\_us.pdf](https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors_us.pdf)。如果服务提供商未能履行其在本协议下的数据保护义务，根据适用法律的要求，对于该服务提供商履行义务的表现，Apple 仍然对你承担全部责任。

#### 4. 服务

**A. 使用限制。**你将确保你和最终用户在使用本服务时遵守本协议和文档，并且你将告知最终用户并实施本协议和文档中规定的限制。你同意，你和最终用户都不会利用本服务上传、下载、发布、通过电子邮件发送、传输、存储或通过其他方式提供以下内容：(i) 任何非法、骚扰、威胁、有害、诽谤、淫秽、侵犯他人隐私、仇恨、冒犯特定种族或民族或者其他令人反感的任何内容或材料；(ii) 任何侵犯任何版权或其他知识产权、或者侵犯任何商业机密、合同或其他专有权利的内容或材料；(iii) 任何未经请求或未经授权的电子邮件、广告、宣传材料、垃圾邮件或连环信件；以及/或者 (iv) 任何包含病毒或者任何旨在危害、干扰或限制本服务或者任何其他电脑软件或硬件正常运行的计算机代码、文件或程序的内容或材料。此外，你还同意，你将不会实施并确保最终用户不会实施以下行为：(a) 使用本服务跟踪、骚扰、威胁或危害他人；(b) 假冒并非你真实身份的任何个人或实体 (如有任何管理式 Apple 账户或电子邮件地址被视为冒充或假扮你的身份，或者滥用他人的姓名或身份，Apple 保留拒绝或屏蔽此类 Apple 账户或电子邮件地址的权

利)；(c) 伪造任何传输控制协议/互联网协议 (TCP-IP) 数据包标头或电子邮件或新闻组帖文中标头信息的任意部分，或以其他方式在标头中置入信息，以诱导收件人误解通过本服务传输的任何内容的来源 (以下简称“诈骗”)；(d) 干扰或破坏本服务、与本服务连接的任何服务器或网络，或者与本服务连接的网络的任何政策、要求或规定；以及/或者 (e) 使用本服务实施其他违反适用法律、条例或法规的行为。如果你或最终用户对本服务的使用或实施的其他行为以有意或无意的的方式对 Apple 为你或他人提供本服务的能力带来威胁，Apple 有权采取必要的措施来保护本服务及 Apple 的系统，这可能包括暂停你对本服务的访问。

如果你是适用的实体或业务关联方或者适用实体或业务关联方的代表 (术语定义详见 45 C.F.R § 160.103)，你同意你不会使用 iCloud 的任何组件、功能或其他附加服务来创建、接收、维护或传输任何“受保护的健康信息”(术语定义详见 45 C.F.R § 160.103)，也不会以任何会使 Apple (或任何 Apple 下属公司) 成为你或任何第三方的业务关联方的方式使用 iCloud。

**B. 账户管理。**你同意，你应自行负责管理你的管理员账户及所有管理式 Apple 账户，包括但不限于：(i) 与每个账户相关的用户名和密码的安全和保障；(ii) 提供和/或删除你的最终用户对此类账户及本服务中提供和/或储存的任何内容的访问权限；以及 (iii) 向最终用户提供有关使用管理式 Apple 账户的相应文档和准则。

**C. 最终用户须知。**管理员将能够通过 Web 门户和/或管理工具监控、访问或披露与管理式 Apple 账户关联的最终用户数据。你声明并保证，在将本服务部署到贵机构和任何最终用户之前，你将充分地告知和披露本协议的条款，并从每位最终用户或者 (必要且适用时) 每位最终用户的家长或法定监护人处获得并维护所有必要的权利和知情同意，以便 Apple 能够：(1) 按照本协议所述向你和最终用户提供并支持使用本服务；以及 (2) 访问和接收提供本服务过程中可能产生的最终用户数据。

**D. 管理式 Apple 账户、功能和服务。**管理式 Apple 账户是指你创建并提供给你的每位最终用户来访问本服务的账户用户名和密码。Apple 将向你提供相关的工具，以便你为最终用户创建管理式 Apple 账户。当你为最终用户创建管理式 Apple 账户时，系统会为贵机构的所有管理式 Apple 账户启用你在本服务中选择提供的所有特性和功能。对于你在本服务中选择启用的、适合贵机构和/或最终用户的每项特性和功能，你将全权承担所有相关风险和成本。

**i. 管理式 Apple 账户的使用要求**

- 1. 设备和账户。**在本服务中使用管理式 Apple 账户时，可能需要兼容的设备、互联网接入、特定的软件，以及定期更新。某些事务或功能可能需要必备软件的最新版本。Apple 有权限限制可以创建的管理式 Apple 账户数量以及与服务账户关联的设备数量。

2. **你对管理式 Apple 账户的权利。** 除非法律或本协议另有要求，否则你同意每个管理式 Apple 账户都不得在最终用户个人之间以及机构之间转让。

ii. **查找我的 iPhone。** 系统会默认为所有管理式 Apple 账户停用“查找我的 iPhone”。不过，当授权设备丢失或被盗时，贵机构可以使用 MDM 解决方案将相应设备置于丢失模式，这样将会锁定相关设备，相关最终用户将会退出登录，并且系统会自动将报告传输到 MDM 服务器。贵机构也可以远程抹掉设备，并启用激活锁来帮助确保在没有正确的管理式 Apple 账户及密码的情况下无法重新激活相关设备。对于你未使用密码保护授权设备、未启用丢失模式以及/或者未收到或回复通知和通信，Apple 概不承担任何责任。Apple 也不负责为你找回丢失或被盗的设备，亦不对任何数据丢失承担责任。Apple 不负责更换已启用激活锁功能的设备，也不对此类设备提供保修索赔。你可以通过 MDM 移除激活锁功能并停用丢失模式。

iii. **账户身份验证。** 系统会默认为贵机构管理员、教师和职员的管理式 Apple 账户启用双重认证，这项功能需要两种类型的信息来进行身份验证，如密码和生成的安全码。贵机构同意向 Apple 提供至少一个手机号码，以便贵机构可以接听 Apple 为身份验证和账户相关用途而自动拨出或预先录制的语音电话或者接收 Apple 发送的相关短信息，这类电话或短信可能会产生标准信息 and 数据资费。Apple 可以出于以下目的拨打此类电话或发送此类短信：(i) 在你登录时帮助确保服务账户安全；(ii) 在你忘记密码时帮助你访问自己的账户；或者 (iii) 因其他原因而需要维护你的服务账户或执行本协议和相关的政策。你分发给最终用户的管理式 Apple 账户也要求使用双重认证，例如授权设备的识别信息和通过 Web 门户或电话号码获得的验证码。在所有情形中，你须负责：(a) 将你创建的管理式 Apple 账户分发给已确定身份的最终用户；(b) 批准此类最终用户访问本服务；(c) 控制未经授权的访问；以及 (d) 保持用户名、密码和账户信息的保密性和安全性。

iv. **备份。** 如果授权设备不是共享设备，则在用户已使用他们的管理式 Apple 账户登录并且设备已锁定屏幕、接通电源并通过 Wi-Fi 连入互联网时，这些设备会定期自动创建备份并传输到本服务。你可以在 MDM 的注册设置中停用备份功能。备份内容仅限于设备设置、设备特征、照片、视频、文稿、信息 (iMessage 信息、短信和彩信，若已启用)、铃声、app 数据 (包括健康 app 数据，若适用)、位置设置 (例如你所设基于位置的提醒事项)，以及主屏幕和 app 排列方式。你从 App Store 或 Apple Books Store 购买、下载或允许最终用户访问的内容以及从任何第三方购买或由任何第三方提供的内容均不在备份之列。此类内容或许可以从相关服务重新下载，具体受到账户要求、可用性和任何适用条款和条件的约束。从最终用户的电脑同步的内容不在备份之列。如果你启用了 iCloud 照片图库，最终用户的照片图库将与他们的 iCloud 自动备份分开备份。最终用户在通讯录、日历、书签和文稿中储存的内容可以通过 iCloud 在 Web 上或最终用户使用其管理式 Apple 账户登录的任何 Apple 设备上访问。你需要全权负责为你和最终用户的信息及数据维护适当的备选备份。如果你位

于中国大陆，你理解支持本服务之使用的相关 iCloud 功能由云上艾珀 (贵州) 技术有限公司 (云上贵州) 提供。使用这些功能时，你应遵守 iCloud (由云上贵州经营) 的适用条款和条件 (<https://www.apple.com.cn/legal/internet-services/icloud/en/gcbd-terms.html>)。

v. **iCloud 照片图库。**当你为任何管理式 Apple 账户启用 iCloud 照片图库时，授权设备上照片 app 中的照片、视频和元数据 (以下简称“设备照片图库”) 将自动发送到 iCloud，存储为最终用户在 iCloud 中的照片图库，并推送到最终用户启用了 iCloud 照片图库的所有其他设备和电脑上。如果最终用户之后在任何这些设备或电脑上更改 (包括删除) 设备照片图库，此类更改将自动发送到并反映在最终用户的 iCloud 照片图库中。这些更改也将从 iCloud 推送到并反映在最终用户启用了 iCloud 照片图库的所有设备和电脑上。根据最终用户启用了 iCloud 照片图库的设备上的可用存储容量和所选的储存空间管理选项，授权设备或电脑上照片图库中内容的分辨率可能会有所不同。如果你不希望使用 iCloud 照片图库，你可以为自己的管理式 Apple 账户和/或在自己的授权设备上停用这项功能。

vi. **课业。**如果你向最终用户提供“课业”，贵机构的教师和学生可以使用管理式 Apple 账户来管理他们的课业和作业。

1. **iCloud 文件共享。**当你通过管理式 Apple 账户使用“课业”共享文件时，Apple 会自动将任何已共享的文件整理到学生和教师在 iCloud 云盘上的班级文件夹中。你的最终用户可以通过他们的管理式 Apple 账户访问他们共享的文件。任何最终用户只要属于你共享文件的班级，就可以查看对这些文件做出的注释或更改。你可以随时停止分享文档。最终用户通过管理式 Apple 账户创建的文件会一直保留，直到你删除它们为止。但之前已复制到另一装置或电脑的任何文档不会被删除。

2. **学生进度。**如果你选择使用 Web 门户中的进度功能，系统将记录学生在启用 ClassKit 的应用程序中完成指定活动的进度并报告给 ClassKit 框架。只有教师通过“课业”分配的活动才会启动学生进度信息的记录和报告。你的学生最终用户可以在“课业”和他们设备上的“设置”中查看自己的学生进度信息。你的教师最终用户可以查看班上所有学生在他们所分配活动中的学生进度信息。你通过“课业”或启用 ClassKit 的应用程序创建的学生数据将依照本协议第 3 条和附录 A 来处理。如果你为某个管理式 Apple 账户停用学生进度功能，则与该管理式 Apple 账户关联的所有学生进度个人数据将被删除，具体如第 3(L)(i) 条中所述。

vii. **第三方 App。**如果你向最终用户提供任何第三方 app 并允许他们使用各自的管理式 Apple 账户登录，即表示你同意：此类 app 可以在与最终用户的管理式 Apple 账户关联的账户中存储数据，并且 Apple 可以代表相关第三方 app 开发者收集、存储和处理与你和/或最终用户使用本服务和此类 app 有关的此类数据。第三方 app 或许能够与从同一 app 开发者下载的其他 app 共享此类数据。对于每个管理式 Apple 账户，你有责任确保你和你的最终用户遵守适用于你提供给最终用户下载的第三方 app 的任何存储限制以及所有适用的法律。

viii. **其他 Apple 服务。**如果你为非学生最终用户提供其他可登录使用的 Apple 服务，则你同意允许 Apple 服务将你和/或你的非学生最终用户使用 Apple 服务的相关数据存储在与此类最终用户的管理式 Apple 账户关联的账户中，并允许 Apple 收集、存储和处理此类数据。对于每个管理式 Apple 账户，你有责任确保你和你的非学生最终用户遵守所有适用于你允许最终用户访问的 Apple 服务的法律。如果你的非学生最终用户访问某些 Apple 服务，则 Apple 可能会与你的非学生最终用户就其对本服务、Apple 服务以及 Apple 服务更新的使用进行沟通。

**E. 服务器令牌使用。**你同意仅将 Apple 提供的服务器令牌用于在本服务中注册你的 MDM 服务器，上传 MDM 注册设置，以及接收管理式 Apple 账户名单数据。你应确保最终用户仅在授权设备上使用通过你的服务器令牌发送或接收的信息。你同意不将你的服务器令牌提供或转让给任何其他实体或者与任何其他实体共享，但你的第三方服务提供商除外。你同意采取必要的措施来保护此类服务器令牌的安全和隐私，并在服务器令牌被盗或你有理由认为它已被盗时将它撤销。Apple 保留随时自行决定撤销或停用服务器令牌的权利。你也理解并同意，重新生成服务器令牌将影响你对本服务的使用，直到新服务器令牌添加至 MDM 服务器为止。

**F. 存储容量；使用限制。**禁止超出任何适用或合理的使用限制，例如带宽和存储容量 (如与 iCloud 云备份相关) 方面的限制，否则可能会妨碍你使用本服务的某些特性和功能，访问内容或使用部分或所有管理式 Apple 账户。如果 Apple 要限制你可以使用的带宽或存储容量，Apple 应尽到商业上的合理努力来在十 (10) 个工作日内通过本服务或其他方式通知你。

**G. 内容提交。**对于你或最终用户使用本服务上传、下载、发布、通过电子邮件发送、传输、存储或以其他方式提供的任何内容，你需要独自承担相应责任。你应确保最终用户已获得与任何此类内容相关的所有必要第三方权限或许可。你理解，使用本服务时，你可能会遇到你或最终用户认为是冒犯性、不雅或令人反感的内容，并且你可能会让他人接触到可能令其反感的内容。你理解并同意，使用本服务和任何内容的风险完全自负。

**H. 内容删除。**你确认，Apple 对于你或最终用户提供的任何内容概不承担任何责任。Apple 有权但无义务判断内容是否适当以及是否符合本协议要求，并且可以随时自行决定移动和/或删除违反法律或本协议的内容，而无需事先通知。如果 Apple 删除了任何内容，Apple 应尽到商业上的合理努力来通知你。

**I. 套装服务。**本服务的所有特性和功能都作为套装的一部分提供，不得从套装中分离及作为单独的应用程序使用。连同特定 Apple 品牌硬件产品提供的 Apple 软件，未必能在其他机型的 Apple 品牌硬件上运行。

**J. 链接和其他第三方资料。** 本服务的某些内容、组件或功能可能包含来自第三方的资料和/或者其他网站、资源或内容的超链接。你确认并同意，Apple 对于此类第三方网站或资源的提供情况不负有任何责任，并且对于你或你的最终用户使用的此类网站或资源上或通过此类网站或资源提供的任何内容、广告、产品或资料，也不承担任何形式的责任。

**K. 购买 App 和图书。**

i. **内容购买。** 系统会默认停用通过管理式 Apple 账户从 App Store 或 Apple Books Store 购买内容的功能。你可以选择向你的管理员或教师和职员授予购买权限并允许他们通过批量内容服务购买要用于本服务的 app 和图书，以便他们能够访问此类内容。在适用的情况下，你使用 App Store 和/或 Apple Books Store 时需要遵守《Apple 媒体服务条款和条件》

(<https://www.apple.com/legal/internet-services/itunes/us/terms.html>) 中第 G 条和第 H 条中的规定。你同意，你有权并可以代表授权最终用户接受此类适用条款。

ii. **批量内容服务。** 你选择通过批量内容服务进行的购买 (i) 受本协议所附的“批量内容服务附录”条款的约束；并通过 App Store 和/或 Apple Books Store 交付给最终用户或分配到设备。

**L. 更新和维护；服务变更。**

i. **更新和维护。** Apple 可以不时更新本服务使用的软件。这些更新可能包含错误修复、功能增强或改进，或者全新版本的软件。在某些情形中，你需要安装此类更新，才能继续使用本服务或访问本服务的所有功能。对于因你未能支持此类更新而产生的性能或安全问题，Apple 概不承担任何责任。Apple 须不时地对本服务进行维护。尽管 Apple 没有义务通知你任何维护工作，但 Apple 会尽到商业上的合理努力来提前通知你任何计划的维护工作。

ii. **服务变更。** Apple 有权随时自行决定修改或更新本服务的功能和外观。你同意，对于本服务的任何修改、暂停或终止，Apple 不对你或任何第三方负有责任。本服务或者其任何功能或组成部分可能仅提供部分语言版本或者仅在部分国家或地区提供，Apple 也不保证本服务或者其任何功能或部分适用于任何特定地点或者在这些地点提供。

**M. 其他协议。** 你确认并同意，你可能与 Apple 达成的任何销售、服务或其他协议的条款和条件都独立于本协议的条款和条件。本协议的条款和条件约束对本服务的使用，并且此类条款不会因为你与 Apple 可能达成的任何其他协议而被削弱或受到其他影响。

**N. 专业服务。** 对于与本服务相关的任何专业服务，例如需要 Apple 提供任何交付内容的咨询或开发服务，均需支付费用，并且 Apple 和机构之间需要另外签署协议。

**O. 电子交付。** 本服务以及根据本协议提供的任何 Apple 软件 (除非此类软件已预装在任何授权设备上) 都将以电子方式交付。

**P. 费用和税费。** 除非适用法律予以豁免, 否则贵机构应根据对本服务的使用支付所有应缴税款 (若有)。你应在 Apple 要求时向 Apple 提供贵机构的免税状态证明 (若有)。

## 5. 所有权和限制; 版权声明

**A.** 对于你在本服务中使用和访问的你自己的内容以及归你所有的任何现有软件应用程序, 你保留全部所有权和知识产权。Apple 及/或其许可方保留以下项目的全部所有权和知识产权: (1) 本服务及其衍生作品, 包括但不限于用于实施本服务的图形、用户界面、脚本和软件 (以下简称“软件”); (2) 作为本服务的一部分和/或与之相关而向你提供的任何 Apple 软件, 包括其中存在的任何及所有知识产权, 而无论注册与否且不管存在于世界上哪个地方; 以及 (3) 由 Apple 或他人代表 Apple 根据本协议开发或提供的任何内容。本协议并未转让任何技术的所有权或者其中的任何知识产权。如果你在使用本服务时遇到你认为不适当或以其他方式违反本协议的内容, 可以通过以下网址向 Apple 举报: <https://www.apple.com/legal/contact/>。此外, 你还同意:

- i. 本服务 (包括 Apple 软件或本服务的其他任何部分) 包含专有信息及机密信息, 受到适用知识产权法及其他法律的保护, 包括但不限于版权法。
- ii. 除根据本协议使用本服务之外, 你不会以任何方式使用或向第三方提供此类专有信息或资料, 也不会致使或允许他人进行上述行为。
- iii. 除非本协议条款明确允许, 否则不得以任何形式或手段复制本服务的任何部分。
- iv. 你不得对本服务进行反编译、反向工程、反汇编或以其他方式从中获取源代码, 也不得致使或允许他人进行上述行为。
- v. 本服务涉及的 Apple、Apple 标志、iCloud、iCloud 标志、iTunes、iTunes 标志以及其他 Apple 商标、服务标记、图形和标志是 Apple Inc. 在美国和/或其他国家或地区的商标或注册商标。如需 Apple 商标的列表, 请访问以下网址:  
<https://www.apple.com/legal/intellectual-property/trademark/appletmlist.html>。本服务所涉及的其他商标、服务商标、图形和标志可能是其各自所有者的商标。你并未取得前述任何商标的所有权或许可证, 并且你还同意, 你不得移除、遮挡或篡改本服务随附或包含的任何所有权声明 (包括商标和版权声明)。
- vi. 在本协议的有效期限内, 你授权允许 Apple 使用你的标记, 但仅限于 Apple 根据本协议行使其权利并履行其义务。
- vii. 作为本服务的一部分, 你可能会获得第三方内容的访问权限。此类第三方内容的第三方所有者或提供方保留对该内容及所含物的全部所有权和知识产权, 你对此类第三方内容的使用权利受到此类第三方所有者或提供者所规定条款的管辖和约束。

viii. 你不得许可、出售、出租、租赁、分配、分发、托管或者允许时间共享或服务机构使用，或者以其他方式商业开发或向任何第三方提供本服务和/或其任何部分，但本协议条款允许的情况除外。

你同意并确认，如果你违反上述条款，Apple 对你的行为引起的或与之相关的任何损害或索赔概不承担任何责任，包括但不限于信息安全违规或数据事件。

**B.** 使用本服务提交或发布资料或内容即表示：(i) 你声明你是此类资料的所有者并且/或者拥有分发该资料的所有必要权利、许可和权限；并且 (ii) 你向 Apple 授予全球范围、免版税、非排他性、可转让的许可，以便 Apple 在本服务中使用、分发、复制、修改、发布、翻译、执行和公开展示此类内容，用途仅限于 Apple 提供本服务，而不必对你提供补偿或承担任何义务。你理解，为了提供本服务并在其上提供你的内容，Apple 可以通过各种公共网络和各种介质传输你的内容，并可根据所连网络、装置或设备的技术要求修改你的内容。你同意，Apple 有权但无义务依据此处授予的许可采取任何此类行动。

**C. 版权声明 – DMCA。** 如果你认为有任何人利用本服务侵犯你声明版权的任何内容的权利，请联系 Apple 的版权代理，具体如 Apple 版权政策网页 (<https://www.apple.com/legal/contact/copyright-infringement.html>) 中所述。Apple 可以自行决定暂停并/或终止被认为是侵权者的最终用户的账户。

## 6. EULA

**A. EULA 条款和条件。** 要使用本服务，你和/或你的最终用户需要接受使用本服务所需的任何 Apple 软件以及你选择与本服务搭配使用的任何其他 Apple 软件的最终用户许可协议 (EULA) 的条款和条件。要使用本服务，在将运行此类 Apple 软件的授权设备部署给最终用户之前，你的管理员必须在 Web 门户上接受相应 Apple 软件的 EULA。如果 Apple 软件的 EULA 有所变更，在继续使用本服务之前，你的管理员需要返回 Web 门户并接受此类 EULA。你确认，只有接受此类 EULA，你才能使用本服务或者其任何部分或功能，包括将其他授权设备与你的 MDM 服务器相关联。你有责任确保将此类 EULA 提供给最终用户，并且每位最终用户都知晓并遵守 Apple 软件的 EULA 条款和条件。你还同意负责针对最终用户使用 Apple 软件获取所需的任何必要同意文书。你同意监控你的所有最终用户对本协议下提供的 Apple 软件的使用，并且你会承担全部责任。你确认，本协议中的要求和限制适用于你为满足本服务所需使用 Apple 软件的情形，而不论相关 EULA 中是否包含此类条款。

## 7. 期限；协议终止；协议暂停；协议终止的影响

**A. 期限。**本协议自你首次接受本协议当日生效，并一直持续到依据本协议终止时为止 (以下简称“期限”)。

**B. 由 Apple 终止。**Apple 可以随时出于任何原因或无故终止本协议，但需提前三十 (30) 天书面通知你。此外，发生下述任何情形时，Apple 也可在不提前通知的情况下，随时立即终止或暂停所有或部分管理式 Apple 账户以及/或者对本服务的访问权限：(a) 违反本协议，包括但不限于第 4(A) 条 (“使用限制”)，或者违反此处提及的和/或通过本服务发布的任何其他政策或准则；(b) 执法部门、司法机关或其他政府机构提出要求和/或命令；(c) 向你提供本服务属于或者可能属于违法行为；(d) 发生意外的技术或安全问题或难题；(e) 你参与欺诈或非法活动；(f) 你或任何直接或间接控制你或与你受共同控制 (“控制”的含义在第 11(D) 条中定义) 的实体或个人在提供本服务的国家或地区中受到或将受到制裁或其他限制；或者 (g) 你没有支付与本服务相关的欠款并且没有在收到相关书面要求的三十 (30) 天内加以补救。Apple 可以自行决定终止或暂停本服务，并且对于此类终止或暂停造成或引起的任何损害，Apple 不对你或任何第三方承担任何责任。

**C. 由你终止。**你可以随时停止使用本服务。如果你删除任何管理式 Apple 账户，你和相关最终用户将无法访问本服务。此操作不可撤销。

**D. 协议终止的影响。**如果本协议终止或到期，则一方授予另一方的权利将立即终止，具体如本协议的 11(L) 条 (“条款效力存续”) 所述。

**E. 第三方权利。**在任何情形下，你都不得未经 Apple 事先书面同意就与第三方签订影响 Apple 权利或以任何方式约束 Apple 的任何协议，并且你不得未经 Apple 事先书面同意而公开任何此类协议。

## 8. 赔偿

在适用法律允许的范围内，在给 Apple 及其董事、高管、员工、股东、承包商和代理 (各称为 “Apple 受偿方”) 造成并且源于以下行为或与之相关的任何及所有索赔、责任、诉讼、损害、要求、和解、开支、费用、成本和任何类型的损失，包括但不限于律师费和诉讼费 (以下统称 “损失”)，你同意在 Apple 要求时向 Apple 受偿方提供赔偿并使其免受损害：(a) 你和/或你的最终用户通过本服务提交、发布、传输或以其他方式提供的任何内容；(b) 你和/或你的最终用户实际或涉嫌违反、未遵守本协议所述的任何认证、契约、义务、声明或保证；或者 (c) 你和/或你的最终用户侵犯他人的任何权利或违反任何法律法规。你确认，如果本服务或 Apple 软件提供的内容、功能、服务、数据或信息错误或不准确，或者如果本服务或 Apple 软件出现故障，则有可能导致死亡、人身伤害活着严重的身体或环境损害，那么不适合使用本服务，并且在法律允许的

范围内，如果由于你或你的最终用户在上述情形中使用本服务而给各 Apple 受偿方造成任何损害，你特此同意向各 Apple 受偿方做出赔偿、为其抗辩并使其免受损害。上述义务在本协议终止或期满时以及/或者你不再使用本服务时仍将**继续有效**。

## 9. 免责声明

你明确确认并同意，在适用法律允许的范围内，本服务、Apple 软件及任何相关的内容、特性、功能或资料均“按原样”且“视具体可用情况”提供。Apple 及其关联公司、子公司、高管、董事、员工、代理人、合作伙伴和许可方 (第 9 条和第 10 条中统称“Apple”) 明确否认所有类型 (无论是明示还是暗示) 的保证，包括但不限于对**适销性**、特定用途的适用性和不侵权的暗示保证。具体而言，Apple 不提供以下保证：(I) 本服务会满足你的要求；(II) 你可以及时、不间断、安全或**无错**地使用本服务，或者不遭受损失、破坏、攻击、病毒或入侵；(III) 你通过本服务获取的任何信息都是准确或可靠的；以及 (IV) 本服务提供给你的软件中的任何缺陷或**错误**都会得到更正。

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## 10. 责任限制

在适用法律未禁止的范围内，在任何情况下，对于以下原因造成或与之相关的任何直接、人身伤害、间接、偶发、特殊、继发或惩戒性损失，包括但不限于**利润**损失、数据破坏损失、声誉损失、无法**传输**或接收数据 (包括但不限于**课程**说明、作业和资料)、替代商品或服务采购成本、业务中断、任何其他有形或无形的**损害**或损失，Apple 概不负责 (即使是 Apple 已知悉可能发生上述**损害**的情况也是如此)：(I) 使用或无法使用本服务、Apple 软件、任何特性、功能、内容、材料，或与本服务结合使用的**第三方**软件或应用程序；(II) 本服务有任何**变更**，或暂时或永久停止本服务或其中任何部分；(III) 未经授权访问或篡改本服务、你的**传输**内容或数据；(IV) 删除、破坏或未**存储**以及/或者**发送**或接收你在本服务上或通过本服务**传输**的内容或数据；(V) 第三方对本服务做出的声明或行为；或者 (VI) 与本服务相关的任何其他**事项**。

## 11. 其他条款

**A. 双方关系。** 本协议不得被解释为你和 Apple 之间建立任何代理或合伙、合资、信托或其他形式的法律关系，并且你也不得以明示、暗示、表现或其他方式做出相对的陈述。除非本协议中另有明确说明，否则本协议不是出于任何第三方的利益。

**B. 弃权；委派。** 除非以书面方式明确弃权并经过 Apple 合法授权人签名，否则在本协议下延迟提起或不提起诉讼不构成放弃此类权利，并且放弃一次权利并不构成连续或后续的弃权。你不得全部或部分委派本协议。任何委派都将被视为无效。

**C. 验证。** 在适用法律允许的范围内，Apple 可以 (通过远程软件工具或其他方式) 验证你对本服务的使用，以评估你有没有遵守本协议的条款。你同意配合 Apple 完成这一验证过程，并提供合理的协助和相关信息的访问权限。任何此类验证都不得不合理地干扰你的正常业务运作，并且你同意，Apple 不对你配合验证过程而产生的任何成本或开支承担任何责任。

**D. 出口管制。** 使用本服务和相关软件 (包括通过本服务传输、发布或上传数据、软件或其他内容)，可能受美国及其他国家或地区的进出口法律的约束。你同意遵守所有适用的进出口法律法规。具体而言 (但不限于)：不得将本软件出口或转口至：(a) 美国实施禁运的国家或地区；或 (b) 美国财政部特别指定国民名单、美国商务部禁止人员名单或实体名单上的任何个人或实体。你使用软件或本服务，即表示你声明和保证你并非位于上述任何国家，也未被列入上述任何名单。你还同意不会将软件或本服务用于美国法律禁止的任何目的，包括但不限于开发、设计、制造或生产导弹、核武器或生化武器。你进一步同意不向你的账户上传以下任何数据或软件：(a) 受《国际武器贸易条例》约束的任何应用程序；或者 (b) 必须事先获得政府书面授权才能出口的任何应用程序，包括但不限于未事先获得该类授权的某些类型的加密软件和源代码。此条保证和承诺在本协议终止后仍然有效。

你声明并保证，你和任何直接或间接控制你或与你受共同控制的实体或个人：(a) 不在提供服务的国家或地区的任何制裁名单上，(b) 未在任何美国禁运国家或地区开展业务，以及 (c) 不是 15 C.F.R § 744 中定义和界定的军事最终用户。在本第 11(D) 条中，“控制”是指一个实体或个人直接或间接拥有指导或影响其他实体的管理政策方向的权力，无论是通过拥有具有投票权的证券、注册资本的权益、合约，还是通过其他方式。

**E. 遵守法律。** 贵机构应在使用本服务时遵守并且确保贵机构的所有员工、承包商和代理遵守所有适用的法律、条例和法规，包括但不限于为打击贿赂和腐败而制定的法律，包括美国的《反海外腐败法》、英国的《反贿赂法》、《经济合作与发展组织反对在国际商务中贿赂外国公职官

员公约》的原则，以及依照本协议进行或履行业务或服务时所在的所有国家或地区的任何相应法律。

**F. 联邦政府最终用户。** 本服务、Apple 软件及相关文档均属“商业产品”(该词定义见 48 C.F.R. §2.101)，包含“商用计算机软件”和“商用计算机软件文档”(定义见 48 C.F.R. §12.212 或 48 C.F.R. §227.7202，以适用者为准)。在符合 48 C.F.R. §12.212 或 48 C.F.R. §227.7202-1 至 227.7202-4 (以适用者为准) 的规定下，商用计算机软件和商用计算机软件文档 (a) 只作为商业产品许可美国政府的最终用户使用，及 (b) 只附有根据本许可证条款和条件授予所有其他最终用户的权利。Apple 根据美国的版权法律保留任何未经发布的权利。

**G. 律师费。** 在适用法律未禁止的范围内，如果相关方依据普通法或衡平法就执行或解释本协议的任何条款而提起规范性诉讼或行政性诉讼 (不包括根据本协议要求进行的任何仲裁)，所有此类诉讼中的胜诉方，除有权获得该胜诉方有权获得的所有其他救济外，还有权追偿其合理的律师费、聘请专家证人费、诉讼费用和开支。本条款中所使用的“胜诉方”包括但不限于撤销根据本协议求偿的某项诉讼，并以此为条件，要求他方支付其声称到期的款项、履行其声称违约的事项，或获得本质上等同于在该诉讼中所寻求之救济的对价的一方。

**H. 适用法律。** 如果贵机构是美国官方认可的公共教育机构，则本协议受到贵机构注册州法律管辖，并应依照该州法律做出解释，除非该法律主体涉及法律冲突。你和 Apple 特此同意，属人管辖权和排他性属地管辖权归属于贵机构注册州的联邦法院。

对于本协议下位于美国或受美国法律约束的所有其他机构，本协议将受到美国加利福尼亚州法律约束并依照该州法律做出解释，就像完全在加利福尼亚州居民之间订立并在加利福尼亚州内执行的协议一样。此外，对于任何因本协议引起的诉讼，双方将提交至以下任何法庭并放弃对属人管辖权和属地管辖权的任何其他异议：美国加利福尼亚州北区地方法院、加利福尼亚州圣克拉拉县高等法院或位于圣克拉拉县的任何其他法庭。

如果贵机构位于美国境外，则适用法律及法庭将是向你提供本服务的 Apple 实体注册地国家或地区的法律和法庭，具体如下文第 11(M) 条的定义。

如果你是通过政府间章程或协议获得国家法院管辖豁免的国际政府间组织，则因本协议产生或与之相关的任何争议或索赔 (或违约) 应通过仲裁来确定，此类仲裁由根据申请仲裁时有效的国际商会仲裁规则 (“ICC 规则”) 任命的三名仲裁员按照这一仲裁规则进行，并且仲裁须依照国际律

师协会 (IBA) 国际仲裁取证规则进行。仲裁地点应为英国伦敦。仲裁应使用英语进行。在 Apple 要求时，你同意提供相关身份证据，证明你是享受此类特权和豁免权的政府间组织。

本协议不受《联合国国际货物销售合同公约》管辖，并明确排除该公约的适用性。

**I. 通知。**除本协议另有规定外，本协议条款或法律所要求或允许的任何通知必须采用书面形式，并且必须：(a) 亲自递送；(b) 通过美国邮政服务寄送；或者 (c) 通过连夜航空快递寄送，无论哪一种情况，都必须正确地寄往以下地址并预付全款：Apple Inc., Apple Developer Legal (Apple School Manager), One Apple Park Way, 37-21SM, Cupertino, California 95014 U.S.A. 任何一方都可以变更其通知地址，但需要依照本条中的规定来通知对方。在以下时间，通知将被视为已发出：亲自交给对方时、使用上述规定的邮政服务进行寄送后的三 (3) 个工作日，或者使用连夜航空快递服务进行寄送后的一 (1) 天。你同意通过电子邮件接收通知，并同意 Apple 以电子方式向你发送的任何此类通知将满足任何合法通信要求。

**J. 不可抗力。**对于因战争、敌对、恐怖主义、民众骚乱、火灾、地震、天灾、自然灾害、意外、流行病、劳工动荡或政府限制 (包括拒绝或取消任何进出口或其他许可证) 或者其他超出义务方合理控制的其他事件而未能或延迟履行其义务，各方均不承担任何责任；前提是该方在发现上述不可抗力事件后五 (5) 个工作日内及时书面通知对方。双方应尽合理努力，最大程度地减少不可抗力事件的影响。在此类不可抗力事件的情况下，给予履行或纠正的时间将延长至与不可抗力事件持续的时间相等，但在任何情况下不得超过三十 (30) 天。任何一方都不得以本条规定为借口，不履行制定和遵守合理灾后恢复规程的义务。

**K. 完整协议；可分割性；协议变更。**本协议构成你与 Apple 之间就你使用本服务的完整协议，约束你对本服务的使用并完全取代以前你与 Apple 之间与本服务相关的任何协议。当你使用关联服务、第三方内容或第三方软件时，你也可能会受到其他条款和条件约束。除非本协议中另有与本服务相关的规定，否则本协议中的任何内容都不能取代 Apple 软件的 EULA。本协议仅可在本协议明确允许的范围内进行修改 (例如，由 Apple 在通知你后进行修改)。如果你拒绝接受此类变更，Apple 有权终止本协议和你的账户。如果本协议的任何部分无效或无法执行，此部分应以与适用法律相一致的方式诠释，并尽量反映各方的本来意图，其他条款将继续保留完全的效力。Apple 不行使或执行本协议的任何权利或条款不构成对该权利或条款的放弃。本协议的翻译按照当地要求完成，如果英语和任何非英语版本之间存在冲突，应以本协议的英语版本为准。

**L. 条款效力存续。**本协议中在终止或期满后仍具持续有效性的所有条款和规定，包括任何及所有增编和修订，均将保有其完整效力。

**M. 定义。**在本协议中，除非另有明确规定，否则：

**“管理员”**指机构中作为授权代表的员工或承包商 (或第三方服务提供商)，他们会代表机构根据本协议条款进行账户管理，包括但不限于：管理服务器，上传 MDM 配置设置，添加额外设备到机构账户，创建和管理管理式 Apple 账户，以及完成与管理本服务相关的其他任务。

本协议中的**“Apple”**是指\*：

- Apple Inc., 位于 One Apple Park Way, Cupertino, California, 95014, United States, 适用于美国 (包括波多黎各) 的用户；
- Apple Canada Inc., 位于 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada, 适用于加拿大的用户；
- iTunes K.K., 位于 Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, 适用于日本的用户；
- Apple Services Pte. Ltd., 位于 7 Ang Mo Kio Street 64, Singapore, 适用于韩国的用户；
- Apple Pty Limited, 位于 Level 2, 20 Martin Place, Sydney NSW 2000, Australia, 适用于澳大利亚、新西兰 (包括任何领土或附属司法管辖区) 境内的用户；
- Apple Services LATAM LLC, 位于 2811 Ponce de Leon Boulevard, Floor 12, Coral Gables, Florida, 33134, U.S.A., 适用于墨西哥、中美洲、南美洲或任何加勒比地区的国家或地区 (波多黎各除外) 的用户；
- Apple Distribution International Ltd., 位于 Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, 适用于提供本服务，但未在上文列出的所有其他国家或地区中的用户。

**“Apple 人员”**是指 Apple 的员工、代理人和/或承包商。

**“Apple 服务”**是指根据本协议向你的最终用户提供的 App Store、Apple Books、Apple Store 在线商店、AppleCare、Apple Teacher Learning Center 以及其他 Apple 服务。

**“Apple 软件”**是指 iOS、iPadOS、macOS、Apple tvOS、visionOS、watchOS、“课堂”、“课业”以及它们的任何后续版本。

**“Apple 服务提供商”**和**“服务提供商”**是指代表 Apple 执行与 Apple 提供本服务相关的某些任务 (例如处理或存储数据以及提供客户服务) 的第三方。

**“授权设备”**是指归你所有或由你控制 (包括家长购买或捐赠以供机构使用的硬件) 的 Apple 品牌硬件, 该硬件已指定为仅供最终用户使用并且符合在本服务中使用所需的适用技术规格和要求。你不得将个人拥有的设备注册到受监督的设备管理中作为本服务的一部分, 也不可添加至你的账户。

**“内容”**是指通过使用本服务可能会生成或遇到的任何信息, 如数据文件、设备特征、书面文本、软件、音乐、图形、照片、图片、声音、视频、信息和任何其他类似的资料, 包括个人数据。

**“文档”**指 Apple 可能向你提供的、供你结合本服务使用的技术或其他规范或文档, 包括《适用于教育的 Apple 部署指南》。

**“最终用户”**是指机构的员工、教师、职工、承包商 (或第三方服务提供商)、管理员和/或学生 (适用时), 他们经机构授权或代表机构根据本协议规定来使用本服务。

**“最终用户许可协议 (EULA)”**是指 Apple 软件的软件许可协议条款和条件。

**“GDPR”**是指欧洲议会和理事会于 2016 年 4 月 27 日颁布的、关于在个人数据处理方面保护自然人以及关于此类数据自由流通的 (EU) 2016/679 条例, 并废止了 95/46/EC 指令。

**“ISO 27001 认证”**是指 ISO/IEC 27001:2013 认证, 或涵盖本服务的同类认证。

**“ISO 27018 认证”**是指 ISO/IEC 27018:2014 认证, 或涵盖本服务的同类认证。

**“MDM 注册设置”**是指可作为本服务一部分进行配置和管理的 Apple 品牌产品的设置, 包括但不限于: 设备的初始注册流程, 以及用于监管设备、强制执行配置或锁定 MDM 描述文件的设置。

**“MDM 服务器”**是指由你 (或代表你的第三方服务提供商) 拥有或控制并用来与本服务通信的电脑。

**“个人数据”**是指在本协议下受机构控制的、可被合理用于识别个人身份的数据。个人数据可能与贵机构的学生、教师、管理员、员工和承包商相关, 例如与管理式 Apple 账户相关的信息。个人数据不包括经过聚合、匿名化或去标识化处理, 从而无法再与个人合理关联的信息。

**“服务器令牌”**是指你的公钥、管理式 Apple 账户和 Apple 提供的令牌的组合，你的 MDM 服务器可通过它注册到本服务。

**“服务”**是指 Apple 校园教务管理服务 (及其任何组件、功能和特性)，供机构管理授权设备、内容、管理式 Apple 账户和连接到此类管理式 Apple 账户的 iCloud 储存空间，以及授权最终用户通过 Web 门户和 iCloud 等其他 Apple 网站和服务的访问和使用，该等网站和服务由 Apple 和 Apple 服务提供商依照本协议提供给机构。

**“第三方内容”**是指以任何格式从 Apple 以外的第三方来源获取或生成的所有数据文件、设备特征、书面文本、软件、音乐、图形、照片、图片、声音、视频、信息和任何其他类似资料，这些内容通过使用本服务提供给你、在本服务中或者与本服务结合使用。

**“第三方服务提供商”**是指根据本协议的条款向你提供服务的第三方。

**“你”、“你的”和“贵机构”**是指签订本协议的机构。为避免疑义，贵机构负责确保其员工、承包商、第三方服务提供商以及经授权代表其行使本协议下权利的代理人遵守本协议。

**“你的内容”**是指由你提供或代表最终用户提供的所有数据文件、设备特征、书面文本、软件、音乐、图形、照片、图片、声音、视频、消息和任何其他类似资料 (包括上文中定义的个人数据)，具体格式不一，并且这些内容驻留于本服务或者在本服务上或通过本服务运行。

**“批量内容”**是指可根据本协议所附的“批量内容服务附录”作为本服务的一部分被许可或获取的 app、图书以及任何其他材料或信息。

**“Web 门户”**是指 Apple 提供的允许你管理本服务的基于 Web 的平台。

## 附录 A

### 学生个人数据的隐私声明

#### 1. 学生的管理式 Apple 账户

通过你创建的管理式 Apple 账户，学生可以使用你选择用于教学目的的 Apple app、功能和服务，具体内容请参见《Apple 校园教务管理使用手册》

(<https://support.apple.com/guide/apple-school-manager/axm171b3ee95/1/web>)。例如，学生可以使用其管理式 Apple 账户执行以下操作：

- 拨打和接听 FaceTime 视频和语音通话
- 利用“相机”、“照片”、“iCloud 照片共享”、“信息”、“邮件”、iWork 和其他 Apple app 创建和共享照片、文稿、视频、语音信息和文本信息
- 与“课堂”app 互动，通过该 app，教师和管理员可以为学生讲课并查看学生的设备屏幕
- 将联系人、日历日程、备忘录、提醒事项、照片、文稿和备份保存到 iCloud
- 通过 Safari 浏览器和“聚焦”访问和搜索互联网及互联网资源
- 在启用 ClassKit 的 app 上记录和共享学生进度 (如果在 Apple 校园教务管理中启用了学生进度功能)
- 使用“课业”查看课堂作业、导航到分配的 app 活动、与教师和其他学生协作以及提交作业
- 向“钱包”添加受支持的学生证或公司访问凭证。

学生还可以使用你选择访问、使用、下载、安装或启用的任何第三方产品或服务，具体内容见本协议第 3(O) 条所述。

Apple 作为你的数据处理方，未经你指示，不会故意收集、使用或披露你的学生的任何个人数据。你确认，在适用法律要求的情况下，你有责任提供处理的法律依据，包括在必要时，从学生和/或家长那里获得同意并予以充分告知，以创建管理式 Apple 账户，以便 Apple 能够利用管理式 Apple 账户提供本服务，并收集、使用和披露你或最终用户通过本服务向 Apple 提供的学生个人数据，包括你向学生提供的任何附加功能和服务。

Apple 可以采取额外的措施来验证被授权为你的学生创建管理式 Apple 账户的人员是贵机构的管理员，并且该人员有权代表你提供知情同意。

#### 2. 个人数据的收集

**A. 创建管理式 Apple 账户。** Apple 可以接收由你或代表你提供的以下个人数据来为你的学生创建管理式 Apple 账户：学生姓名、机构、注册的班级、角色和学号。你也可以选择提供学

生的年级和电子邮件地址。为保护学生账户的安全并让你能够轻松地在线重设学生的密码，你应当保持这些信息的机密性。

**B. 通过管理式 Apple 账户使用 Apple 服务与第三方产品和服务。** Apple 可能会收集与学生使用你选择用于教学目的的 Apple 功能和服务以及第三方产品和服务相关的个人数据，包括上述信息。例如，如果你选择使用“课业”，Apple 可能会从学生那里收集与其教师通过“课业”分配的活动相关的个人数据，例如当你的学生将活动标记为完成时以及他们对分配的活动的反馈。如果你在 Apple 校园教务管理中启用“学生进度”功能，Apple 将从参与的 app 中收到有关你的学生在分配的活动中进度数据，例如阅读一本书中的一个章节、完成一组数学方程式或参加测验。如果你启用 Apple 提供的通信和协作服务和 app，Apple 可能会收集个人数据，且根据你选择的配置，学生可能可以向其他用户提供个人数据。例如，你可以选择打开 FaceTime 通话和 iMessage 信息，并允许你的学生仅与贵机构中的其他用户使用这些 app，或者允许与贵机构内外的任何人使用。你还可以选择允许你的学生与任何拥有 Apple 账户的其他用户协作处理用 Keynote 讲演、Numbers 表格和 Pages 文稿创建的文件，或者仅与贵机构中使用管理式 Apple 账户的其他用户协作。

此外，Apple 及其关联公司和代理人可能会以不识别学生最终用户个人身份的方式，收集、创建并处理汇总的诊断、技术、使用情况的统计信息及相关信息。

### 3. 个人数据的使用

Apple 可能会将你或最终用户向 Apple 提供的、与本服务相关的学生个人数据用于以下用途：为你和最终用户提供本服务并支持他们将本服务用于教育用途，并遵守适用法律；方便提供与本服务相关的软件更新、产品支持及其他功能；用于安全和账户管理目的；以及验证遵守本协议条款的情况。

Apple 不会使用学生的个人数据来帮助创建、开发、运营、投放或改进广告。对于通过本服务创建的管理式 Apple 账户，系统会默认为关联的所有设备停用“个性化广告”，以确保你的学生不会收到定向广告。不过，这些设备上可能仍然会收到非定向广告，具体取决于你可能下载的任何第三方 app。

Apple 可能会使用不识别个人身份的诊断、技术、使用情况和相关信息 (包括但不限于标识符、有关授权设备、系统和应用程序软件以及外围设备和 Cookie 的信息)，以提供和改进本服务。

Apple 仅在根据你的指示、为实现前述收集目的所必需的期限内，保留你的学生的个人数据。如果你通过 Apple 校园教务管理请求删除你学生的管理式 Apple 账户，与已删除账户相关的信息将在 30 天内从 Apple 的服务器中删除。通过“课业”收到的学生进度数据会根据 Apple 校园教务管理中的班级名册存储，直到学生离开该班级。当学生离开班级时，与该学生关联的数据会被删除。如果你为某个学生的管理式 Apple 账户停用学生进度功能，则与该管理式 Apple 账户相关的所有学生进度数据将在 30 天内删除。如果本协议因任何原因终止，你学生的个人数据将在合理期限 (在任何情况下均不会超过 180 天) 内删除。

#### **4. 个人数据的披露**

你学生的个人数据可能会披露给代表我们行事的服务提供商，或根据你的指示披露给第三方或其他方，包括下文所述的、通过你启用的功能、服务和 app 进行的披露。

##### **A. 向 Apple 服务提供商披露。**

Apple 可能会向 Apple 服务提供商提供个人数据，这些服务提供商代表 Apple 执行与 Apple 提供本服务相关的某些任务，例如处理或存储数据以及提供客户服务。你授权使用 Apple Inc. 作为服务提供商并且使用 Apple 可能利用的任何其他服务提供商，前提是这些服务提供商受到合同约束以不差于 Apple 依据本协议对待此数据的方式来对待此数据，并且不将此数据用于超过本协议所述范围以外的用途。此类服务提供商的列表将应要求提供。根据适用法律的要求，如果 Apple 服务提供商未能履行其在本协议下的数据保护义务，对于该 Apple 服务提供商履行义务的表现，Apple 仍然对你承担全部责任。

##### **B. 向第三方披露：**

###### **i. 其他用户**

根据你的设定的限制，你的学生也可能通过使用你选择提供的 Apple 服务和功能 (包括上述服务和功能) 与贵机构内的其他用户 (包括你的其他学生和教师) 共享信息。

此外，如果你的学生使用管理式 Apple 账户登录归第三方所有的设备 (如朋友或家长的 iPad)，则除非该学生退出自己的账户，否则在这之前，使用该设备的其他人或许能够查看或访问该学生的管理式 Apple 账户。

###### **ii. 第三方产品或服务**

如果你选择访问、使用、下载、安装或启用通过本服务运作但不属于本服务的第三方产品或服务，本服务可能会允许此类产品或服务访问个人数据，以便使用这些附加服务。其中某些第三

方产品或服务也可能会向 Apple 提供对个人数据的访问权限，例如，如果你允许你的学生通过联合身份提供程序登录本服务。你不一定要使用与本服务有关的此类附加产品或服务，并且你的管理员可能会依照本协议限制使用此类附加产品或服务。在访问、使用、下载、安装或启用第三方产品或服务以通过管理式 Apple 账户使用之前，你应查看第三方产品和服务的相关条款、政策和做法，以了解它们可能从你的学生处收集哪些数据，如何使用、共享和存储这些数据，以及 (适用时) 此类做法是否与你所获得的知情同意书相符。你可以在 Web 门户上获取有关每个第三方产品或服务的更多详细信息。

### **C. 其他。**

如果 Apple 认定披露是执行 Apple 条款和条件或保护 Apple 经营或用户的合理必要条件，则 Apple 也可能会披露关于你或学生的个人数据。此外，如果发生重组、合并或出售，Apple 可将你提供的任何及所有个人数据转让给相关第三方。

## **5. 访问、更正与删除**

Apple 为你提供相关的功能，以便你可以访问、更正或删除与学生的管理式 Apple 账户相关的数据。你可以通过 Web 门户删除与你的管理式 Apple 账户相关的数据。如果有任何疑问，你可以通过以下网址联系我们：<https://www.apple.com/legal/privacy/contact/>。

## **6. 家长/监护人审核和删除信息**

小学/中学 (K-12) 中使用管理式 Apple 账户的学生最终用户的家长或监护人可以联系管理员来访问其孩子的个人数据或要求删除信息。如果家长或监护人希望以后停止收集其孩子的个人数据，家长或监护人可以请求管理员通过本服务提供的控制功能来限制其孩子对特定功能的访问，或者彻底删除其孩子的账户。

Apple 的隐私政策可在 <https://www.apple.com/legal/privacy/> 找到，并在与本声明及本协议第 3 条一致的情况下援引纳入本条款。如果 Apple 的隐私政策与本声明及本协议第 3 条之间存在冲突，则与通过管理式 Apple 账户提供本服务相关时，以本声明及本协议第 3 条的条款为准。

请注意：这份声明不适用于任何第三方 App 的数据收集行为。在购买或下载通过管理式 Apple 账户提供给学生的第三方 App 之前，你应查阅适用于此类第三方 App 的条款、政策和惯例。

## 附录 B

### 批量内容服务附录

以下条款是对 Apple 校园教务管理协议的补充，适用于你对批量内容服务的使用。

**请注意：**批量内容服务严格限于位于当前已提供批量内容服务的国家或地区的机构、或在这些国家或地区内拥有可核实业务的机构使用。你可以在 <https://support.apple.com/102867> 查看已提供该服务的国家/地区列表。如果贵机构不符合此地理位置要求，则无权使用批量内容服务，且这些与批量内容服务相关的具体条款也不适用于贵机构。

#### 1. 批量内容服务的使用

- A.** 你可以使用批量内容服务 (a) 批量许可和购买贵机构可在 App Store 中获取的 app 及其他内容 (“**App Store 内容**”), 且仅限根据《Apple 媒体服务条款和条件》的规定分发给你的授权用户并供其使用；或 (b) 视情况批量许可或购买贵机构可在 Apple Books 中获取的 Apple Books、数字图书、有声读物及其他内容 (“**Apple Books 内容**”), 且仅限分发给你的授权用户并供其使用 (上述内容统称为“**批量内容服务**”)。你根据本协议许可或获取的此类 App Store 内容应构成“**App Store 批量内容**”，你根据本协议许可或获取的 Apple Books 内容应构成“**Apple Books 批量内容**”。App Store 批量内容和 Apple Books 批量内容一并纳入本协议第 10(M) 条所规定的“批量内容”定义。
- B.** 你同意，机构对批量内容服务和批量内容的使用将受本协议 (为明确起见，包括本“批量内容服务附录”) 以及《Apple 媒体服务条款和条件》(<http://www.apple.com/legal/internet-services/itunes/>) 的约束，上述内容通过援引纳入本协议 (统称为“**条款**”)。如存在任何冲突或不一致，本协议应优先于《Apple 媒体服务条款和条件》。
- C.** 你同意仅使用具有相应权限的管理员账户从批量内容服务购买、管理和分发批量内容。

#### 2. App Store 内容销售

- A.** 批量内容服务仅在贵机构注册的国家、地域或地区 (以下简称“**地域**”) 向你提供。
- B.** App Store 内容的内容代码仅限分发给在该地域的授权用户，并由其进行兑换。但是，App Store 批量内容可以通过管理式分发 (定义见下文) 分配给你在 App Store 批量内容有售的任何国家/地区的授权用户，相关供应情况可能随时发生变化。
- C.** 你只能通过地域内的 App Store 使用批量内容服务购买 App Store 内容，任何后续下载或转让均不会在你与任何其他 Apple 实体之间形成单独的协议或销售交易。你同意不应使用批量内容服务来规避任何国家/地区的法律或批量内容提供商规定的限制。

### 3. 付款、税费和退货政策

- A.** 你同意贵机构将为通过机构的账户购买的所有批量内容付款，你或机构账户上的任何其他购买者均被授权代表机构进行此类购买，并且 Apple 可能会存储你的付款方式，并通过该方式收取购买的任何批量内容的费用以及你账户可能产生或与你账户相关的任何其他费用 (包括适用的任何税费和滞纳金)。你有责任及时支付所有费用，以及向 Apple 提供有效的付款方式来支付所有这些费用。所有费用将通过你在注册过程中指定的付款方式或根据条款更新的支付方式进行结算。
- B.** 你同意按照完成购买的要求，提供并随时更新贵机构的计费 and 支付信息，并确保其准确、完整。
- C.** 你的总价将包括批量内容的价格，加上根据账单寄送地址和购买时生效的交易税率计算得出的所有适用交易税 (销售税、增值税、商品及服务税或类似税种)。我们只会在对数字商品征税的地方收取税费。你理解并同意，你应负责确定并支付因你将批量内容分配给贵机构注册地域以外地域的授权用户而产生的任何税费。
- D.** 如果你代表免税组织或个人下订单，请通过 <https://support.apple.com/business-education-programs> 联系支持人员。请准备好提供免税状态证明。
- E.** 对于通过批量内容服务提供的批量内容，其价格可能随时更改，并且在其降价或促销时，批量内容服务不提供价格保护或退款。
- F.** 所有批量内容售出后概不退换。尽管有前述规定，如果批量内容在交易完成后、首次下载前变得不可用，你唯一的补救措施是退款。如果批准此类退款，Apple 保留禁用未使用的内容代码 (定义见下文) 以及禁用通过管理式分发 (定义见下文) 分配 App Store 内容的功能的权利。如因技术问题导致无法交付你的批量内容或交付时间被不合理地延迟，你享有的唯一且排他性的补救措施是由 Apple 决定重新发放批量内容许可或退还已支付的价格。
- G.** 如果贵机构位于台湾，你必须应要求向 Apple 提供统一企业编号。
- H.** 如果贵机构位于菲律宾，你需要声明你是 (i) 政府机构 (包括公立学校) 或 (ii) 从事商业活动 (包括私立学校)。如果贵机构从事商业活动，你必须应要求向 Apple 提供你的菲律宾纳税人识别号。

### 4. 批量内容余额

- A.** 批量内容的未使用余额不可兑换现金，也不可退回现金退款 (法律要求的除外)、转售、用于购买 Apple 充值卡或在 Apple 零售店中使用。
- B.** 对于在你所在地域内购买的批量内容，其未使用余额只能在此地域内通过批量内容服务进行兑换。

**C.** 对于丢失或被盜的批量内容余额，Apple 不承担任何责任。如果批量内容通过欺诈手段购买或在批量内容服务上以欺诈方式使用，Apple 保留关闭账户并要求使用其他支付方式的权利。

**D.** 对于批量内容余额、批量内容、内容代码或批量内容服务计划，Apple 及其被许可方、关联方和许可方不做任何明示或暗示的保证，包括但不限于对适销性或特定用途的适用性的任何明示或暗示的保证。这些限制可能不适用于你。

## 5. 审计权利

**A.** 由于 Apple 可能会审计客户通过批量内容服务的购买，以确保仅订购符合条件的项目，且遵守所有购买条件和使用规则 (为明确起见，包括本协议的规定)，你同意针对已购买批量内容的所有使用情况，保存完整且准确的记录。如果在交付后 Apple 通过审计 (或以其他方式发现) 你在下单时进行了不符合条件的购买，或者你未遵守适用于购买的所有条件，则 Apple 可以：

i. 禁用你的管理式 Apple 账户；

ii. 如果你通过信用卡下订单，则从你信用卡中扣除你通过批量内容服务为已交付商品支付的金额与你下订单当日 Apple 向公众收取的同一商品价格 (受下文第 5(B) 条约束) 之间的差额；

iii. 如果你通过信用卡以外的方式付款，则 (a) 针对你通过批量内容服务为已交付商品支付的金额与 Apple 向公众收取的同一商品价格 (受下文第 5(B) 条约束) 之间的差额向你开具发票，并且你应在发票开具之日起 15 天内支付此费用；(b) 如果你未能按时支付发票金额，Apple 可根据本协议第 10(H) 条对你提起法律诉讼，胜诉方有权要求对方支付律师费。

**B.** 如果 Apple 未提供你通过批量内容服务购买的特定产品，则将按你为已交付商品支付的金额与你下订单当日 Apple 向公众收取的最接近同等商品的价格之间的差额，从你的付款方式中扣费相应金额，或向你开具发票。

**C.** Apple 有权要求你提供补充信息并审计相关记录，以确认你遵守这些条款。

## 6. 批量内容提供情况

Apple 保留更改批量内容选项 (包括特定功能的资格条件) 的权利，恕不另行通知。

## 7. 内容分发方式

**A.** 批量内容可分发给你的授权用户 (但在任何情况下，均须受下文第 8 条和第 9 条的约束，并符合其中的具体要求)：

i. 通过分发由 Apple 生成的字母数字代码 (“内容代码”)，这些代码可在 App Store 中用于兑换特定的 App Store 内容，或在 Apple Books 中兑换特定的 Apple Books 内容；

ii. 通过将批量内容分配到与你的授权用户关联的特定 Apple 账户或管理式 Apple 账户 (“用户分配”) ;

iii. 仅针对 App Store 批量内容, 通过直接分配至由你或你的授权用户拥有或控制的唯一 iOS、watchOS、iPadOS、macOS、Apple tvOS 或 visionOS 设备 (“设备分配” ; 而“用户分配”和“设备分配”统称为“管理式分发”)。在此情况下 : (a) 必须为每台唯一设备单独购买 (即单个许可不得同时由多台设备共享) ; 且 (b) 就你的授权用户签订的与 App Store 批量内容相关的任何最终用户许可协议、使用条款或其他协议而言, 你应被视为“最终用户”。

**B.** 作为对你的特别通融, Apple 同意允许你 : (1) 使用单个内容代码将 App Store 内容同步到多个设备, 最多不超过你已购买的代码数量 (而非必须逐一兑换单独的代码), 前提是你同意同步的副本数量不超过你购买的代码数量 ; 以及 (2) 购买同一 Apple Books 内容的多份副本, 并分发给授权用户进行兑换。这些便利举措可能仅在有限的时间段内提供, Apple 不保证这些便利举措将来的可用性。

## 8. 内容代码分发

**A.** 对于购买, Apple 可能会按照你在购买时指定的数量向你提供内容代码, 每个内容代码都可以 (i) 在 App Store 中兑换所购买的特定 App Store 批量内容 ; 或 (ii) 在 Apple Books 中兑换所购买的特定 Apple Books 批量内容。执行购买后, 我们应通过电子邮件以电子方式向你提供内容代码, 此类内容代码应立即生效, 可供你的授权用户兑换, 并且不会过期 (但受其可用性约束)。你和/或你的授权用户只能根据条款兑换内容代码。App Store 批量内容的每个内容代码必须兑换到贵机构或你的授权用户之一拥有和控制的 Apple 账户。Apple Books 批量内容的每个内容代码必须兑换到授权用户拥有或控制的 Apple 账户。你理解并同意, 用来兑换的 Apple 账户的所有者将成为 (i) 该内容副本的被许可人 (对于 App Store 批量内容) ; (ii) 该内容副本的所有者 (对于 Apple Books 批量内容), 并且应享有所有相关权利。此类许可证或内容不可转让。

**B.** 你只能将内容代码分发给授权用户, 并且你同意在用于分发内容代码的工具 (例如证书、卡、电子邮件) 上随时提供以下适用于所购买内容类型的授权用户条款和条件 : <https://www.apple.com/legal/internet-services/itunes/giftcards/ww/>。

## 9. 管理式分发 (用户分配与设备分配)

完成批量内容购买后, 你有权将以下内容分配给授权用户 : (i) 你已购买的特定 Apple Books 批量内容, 按所选数量, 通过“用户分配”方式分配 ; 或 (ii) 你已购买的特定 App Store 批量内容, 按所选数量, 通过“用户分配”或“设备分配”方式分配 ; 前提是, 你的授权用户须具备 (i) 有效的 Apple 账户或管理式 Apple 账户 (需接受相关条款), 以及兼容的硬件、软件和互联网接入 ; 并且 (ii) 已接受你通过 MDM 解决方案发出的邀请, 将其 Apple 账户或设备 (如适用) 关联至贵机构。此权利不会过期, 具体取决于特定产品的可用性。

## 10. 其他限制；确认

- A. 你不得转售或接受任何形式的补偿以换取批量内容的分发，也不得向授权用户以外的任何人分发或授权分发批量内容。对于你对批量内容的使用以及由此给内容提供商或 Apple 造成的任何损失或责任，你应承担全部责任。
- B. 你不得将批量内容转移到地域之外使用，也不得声称你有权或有能力这样做。但是你可以在本协议的条款允许的范围内，将 App Store 批量内容分配给地域外的授权用户。
- C. 你不得在图书馆类型的借阅场景中使用 **Apple Books** 批量内容。你理解并同意，分配有 **Apple Books** 产品的 **Apple** 账户的所有者将成为该产品的所有者，并且根据条款享有所有相关权利。此类产品不可转让。
- D. 你将保留 App Store 批量内容的所有权，无论此类内容是否已分配给授权用户的 Apple 账户、管理式 Apple 账户或特定设备 ID。你可以撤销 App Store 批量内容的分配并将其重新分配给另一个授权用户或设备 ID，但须遵守某些服务限制。撤销特定用户或设备的分配之后，该用户或设备将无权再使用 App Store 批量内容。
- E. 你确认，在通过电子方式将批量内容传输给你之后，其损失风险和所有权即转移给你。如果 Apple 确定批量内容是通过欺诈手段获取或使用，则 Apple 保留关闭任何及所有相关 Apple 账户并要求使用其他支付方式的权利。
- F. 使用批量内容服务，即表示你同意你获取批量内容是为了供你本人及你的授权用户代表你使用。

## 11. 其他免责声明

对于因任何使用、误用、依赖、无法使用、中断、暂停或终止批量内容服务或批量内容而导致的任何损害或损失，或因你的授权最终用户使用上述各项而引起的任何索赔，Apple 概不承担责任。

## WELCOME TO APPLE SCHOOL MANAGER

This Apple School Manager Agreement (“Agreement”) between Your Institution and Apple governs Your Institution’s use of software, services and websites that make up Apple School Manager (collectively referred to as the “Service”). You agree that You have the full legal authority to bind Your Institution to these terms. By clicking “Agree”, You agree that You have read and understand these terms, and that these terms apply if You choose to access or use the Service or make it available to others. If You do not have the legal authority to bind Your Institution or do not agree to these terms, do not click “Agree.”

### 1. GENERAL

**A. Service.** Apple is the provider of the Service, which permits You, under the terms and conditions of this Agreement, to: (i) enroll Authorized Devices for the purpose of Mobile Device Management (MDM) within Your Institution; (ii) access relevant software tools to facilitate the Service; (iii) administer Your creation and distribution of Managed Apple Accounts and their use by Your End Users; (iv) manage the transmission, storage, purchase and maintenance of relevant data and Content related to the Service; (v) manage Your creation and administration of courses using the Service; and (vi) enable certain features and functionality of the Service for End Users to use with their Managed Apple Accounts including, without limitation, the measurement of student progress on activities assigned in ClassKit enabled applications through Apple School Manager, features involving Third-Party Products and Services as set forth in Section 3 of this Agreement, and the features and services set forth in Section 4(D) of this Agreement. You agree to use the Service only in compliance with this Agreement, the Documentation, and all applicable laws and regulations.

**B. Device and User Enrollment.** You may use the device enrollment features of the Service to enroll only Authorized Devices in the Service. If You elect to use the Service and enroll Authorized Devices as set forth in this Agreement, then Apple will provide You with a Web Portal and an Administrator account with which You will be able to create and manage the Managed Apple Accounts for End Users and make the features of the Service available. Once You create the Managed Apple Accounts for End Users, such accounts will be accessible via Institution-owned shared or individual devices, and any devices used by End Users to access their Managed Apple Accounts. You are responsible for determining and selecting the Service features You wish to provide to Your End Users.

**C. Device Transfer.** You will not resell any Authorized Devices with Device Enrollment Settings enabled and agree to remove Authorized Devices from the Services prior to reselling them or transferring them to third parties in any way.

### 2. RIGHT TO USE

**A.** Unless stated otherwise in this Agreement, You have the non-exclusive, non-assignable, non-transferable, and limited right to access and use the Service during the Term solely for Your educational operations and subject to the terms of this Agreement. You may permit Your End Users to use the Service for the foregoing purpose, and You are responsible for Your End Users’ compliance with the terms of this Agreement.

**B.** You do not acquire any right or license to use the Service, or any of its features, beyond the scope and/or duration of the Service specified in this Agreement. Your right to access and use the Service will terminate upon the termination and/or expiration of this Agreement.

C. Except as otherwise expressly stated in this Agreement, You agree that Apple has no obligation to provide any Apple Software, programs, features, services or products as part of the Service.

### 3. DATA PRIVACY AND SECURITY

**A. Customer Instructions and Use of Personal Data.** Under this Agreement, Apple, acting as a data processor on Your behalf, may receive Personal Data if provided by You or on Your behalf and Your End Users. By entering into this Agreement, You instruct Apple to process such Personal Data, in accordance with applicable law: (i) to provide and support Your use and Your End Users' use of the Service, including any Apple features, functionality, and services You or applicable End Users enable; (ii) pursuant to Your instructions as given through Your or applicable End Users' use of the Service (including the Web Portal and other features and functionality of the Service); (iii) as specified under this Agreement including as set forth in Exhibit A for student End Users; and (iv) as further documented in any other written instructions given by You and acknowledged by Apple as constituting instructions under this Agreement.

You understand that Apple may process Personal Data associated with a Managed Apple Account, such as name, Institution, enrolled classes, role, contact information such as email address and phone number, grade level, employment information, user identifiers, and device identifiers, as applicable and depending on the type of End User, the services used, and data provided. Apple may also process Personal Data in connection with its provision of features and services that are available with a Managed Apple Account, including without limitation those services outlined in Section 1(A) above, Section 4(D) below, Apple Services, and services outlined in Exhibit A for student End Users. Additionally, Apple may process Personal Data to facilitate the provision of software updates, product support, and other features related to the Service; for security and account management purposes; and to verify compliance with the terms of this Agreement. The processing of student End Users' Personal Data is explained in further detail in Exhibit A.

Apple shall only process Personal Data pursuant to Your instructions, as described in this Agreement, including Section 3(A) and Exhibit A for student End Users, unless (i) prohibited by an applicable legal requirement from doing so or (ii) required to do so by an applicable legal requirement. In such cases, Apple will inform You of that legal requirement before processing Personal Data (unless prohibited by that law from doing so on important grounds of public interest). Apple shall not disclose any Personal Data or engage in any processing activity in connection with this Agreement in such a manner as to constitute a "sale" or "sharing" (as those terms are defined in the California Consumer Protection Act (CCPA) or any similar concept in other data protection laws) of Personal Data. Apple shall immediately inform You if, in Apple's opinion, any of Your instructions infringes the GDPR or other Union or Member State data protection provisions, to the extent required. Apple shall also inform you if it can no longer meet its obligations under the California Consumer Protection Act (CCPA) or other applicable data protection laws and regulations.

In addition, Apple and its affiliates and agents may collect, create and process aggregated statistical diagnostic, technical, usage and related information in a way that does not personally identify Your End Users in order to provide and improve the Service.

**B. Compliance with Law.** You agree that You are solely liable and responsible for ensuring Your compliance with all applicable laws, including without limitation privacy and data protection laws, regarding the use or collection of data and information through the Service.

You are also responsible for all activity related to Personal Data, including but not limited to, monitoring such Personal Data and activity, and preventing and addressing inappropriate data and activity, including the removal of data and the termination of access of the End User making such data available. You are responsible for safeguarding and limiting access to End User data by all persons and any of Your service providers, including Your Third-Party Service Providers, with access to End User data and for the actions of all persons who are permitted access to use the Service by You.

**C. Data Incidents.** Apple will (i) notify Institution, without undue delay and as required by law, if Apple becomes aware that there has been a breach of security of the Service leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Institution's Personal Data ("a Data Incident"); and (ii) take reasonable steps to minimize harm and secure Institution's Personal Data. You are responsible for providing Apple with Institution's updated contact information for such notification purposes. Apple will also assist Institution to the extent it involves Personal Data that Apple has access to in connection with the Service, to ensure Institution complies with its obligations to provide notice of Data Incidents to supervisory authorities or data subjects as required under Articles 33 and 34 of the GDPR, if applicable, or any other equivalent obligations under applicable law.

Apple will not access the contents of Your Personal Data in order to identify information subject to any specific legal requirements. Institution is responsible for complying with incident notification laws applicable to the Institution and fulfilling any third-party obligations related to Data Incident(s).

Apple's notification of, or response to, a Data Incident under this Section 3(C) will not be construed as an acknowledgment by Apple of any responsibility or liability with respect to a Data Incident.

**D. Your Audit/Inspection Rights.** To the extent that the GDPR applies to the processing of Your or Your End Users' Personal Data, Apple will provide You with the information necessary to demonstrate compliance with Article 28 of that law. In the event that You have audit rights under other applicable laws, Apple will provide You with the information necessary to demonstrate compliance with Your obligations under those laws. If you choose to exercise Your audit rights under this Section 3(D), Apple shall demonstrate compliance by providing you with a copy of Apple Inc.'s ISO 27001 and ISO 27018 Certifications.

**E. Security Procedures.** Apple shall use industry-standard measures to safeguard Personal Data during the processing of Personal Data. Encrypted Personal Data may be stored at Apple's geographic discretion in locations as included in Apple's ISO Certifications, generally in locations closest to the End User. As part of these measures, Apple will also use commercially reasonable efforts to: (a) encrypt Personal Data at rest and in transit; (b) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) restore the availability of Personal Data in a timely manner in the event of a physical or technical issue; and (d) regularly test, assess, and evaluate the effectiveness of technical and organizational measures for ensuring the security of the processing of Personal Data. Apple may update the security features from time to time as long as the updates do not result in the degradation of the overall security of the Service.

**F. Security Controls.** Apple will assist You to ensure Your compliance with Your obligations with regards to the security of Personal Data, including Your Institution's obligations, under Article 32 of the GDPR or equivalent obligations under applicable law, by

implementing the Security Procedures set forth in Section 3(E) of this Agreement and by maintaining the ISO 27001 and ISO 27018 Certifications. Apple will make available for review by Institution the certificates issued in relation to the ISO 27001 and ISO 27018 Certifications following a request by You or Your Institution under this Section 3(F).

**G. Security Compliance.** Apple will take appropriate steps to ensure compliance with security procedures by Apple Personnel and Apple Service Providers and Apple shall ensure that any persons authorized to process Personal Data comply with applicable laws regarding the confidentiality and security of Personal Data with regards to the Service.

**H. Data Impact Assessment and Prior Consultation.** Apple will reasonably assist Institution as required under applicable law, to the extent it involves Personal Data Apple has access to in connection with the Service, to ensure Institution's compliance with any applicable obligations requiring Institution to conduct data protection impact assessments, or to consult with a supervisory authority prior to processing where such is required by law.

**I. Breach Notification and Cooperation.** You shall promptly notify Apple in the event that You learn or have reason to believe that any person, or entity, has breached Your security measures or has gained unauthorized access to: (1) Your Personal Data; (2) any restricted areas of the Service; or (3) Apple's confidential information (collectively, "Information Security Breach"). In the event of an Information Security Breach, You shall provide Apple with reasonable assistance and support to minimize the harm and secure the data.

**J. Data Transfer.** If required by law, Apple will ensure that any international data transfer is done only to a country that ensures an adequate level of protection, has provided appropriate safeguards as set forth in applicable law, such as those in Articles 46 and 47 of the GDPR (e.g., standard data protection clauses), or is subject to a derogation in Article 49 of the GDPR. Such safeguards may include the Model Contract Clauses as executed by Apple, or other data transfer agreements, which You agree to enter into if required by Your jurisdiction, as executed by Apple at <https://www.apple.com/legal/enterprise/datatransfer/>. Apple's international transfer of Personal Data collected in participating Asia-Pacific Economic Cooperation (APEC) countries abides by the APEC Cross-Border Privacy Rules (CBPR) System (<http://cbprs.org/>) and Privacy Recognition for Processors (PRP) System (<http://cbprs.org/>) for the transfer of Personal Data. In case of questions or unresolved concerns about our APEC CBPR or PRP certifications, our third-party dispute resolution provider (<https://feedback-form.truste.com/watchdog/request>) can be contacted.

**K. Destruction of Data.** Upon termination of this Agreement for any reason, Apple shall securely destroy Your and Your End Users' Personal Data that is stored by Apple in connection with the Service within a reasonable period of time, but in any case, no longer than 180 days.

**L. Requests Regarding Personal Data.**

i. **Institution Requests:** Apple shall provide You with the ability to access, correct, retrieve, or delete Your and Your End Users' Personal Data in accordance with Your obligations under privacy and data protection laws, as applicable. In the event that You make a request to Apple regarding Your or Your End Users' Content or Personal Data in connection with the Service, Apple will either reasonably (i) enable You to manage such requests directly, such as through available tools in the Web Portal, or (ii) cooperate with You to handle such requests to the extent such requests involve Personal Data that Apple

has access to. Apple is not responsible for data, including Content or Personal Data, You store or transfer outside of Apple's system (for example, student records located in your Student Information System). Requests for deletion handled via Apple School Manager will be completed within 30 days. If You are located within the European Union, the following additional terms related to Regulation (EU) 2023/2854 apply:  
<https://support.apple.com/guide/deployment/depe03a2705f>.

ii. **End User Requests:** In the event that Apple receives any requests from End Users for a copy of their Personal Data in connection with the Service, Apple will either reasonably (i) enable You to manage such requests directly, such as through available tools in the Web Portal, or (ii) cooperate with You to handle such requests to the extent such requests involve Personal Data that Apple has access to. If You choose to allow Apple to provide a copy of an End User's Personal Data in its privacy portal at [privacy.apple.com](https://privacy.apple.com) through the Web Portal, You hereby instruct Apple, upon the End User's request, to process and fulfill such End User's request to access their data as available on [privacy.apple.com](https://privacy.apple.com) on Your behalf.

iii. **Third-Party Requests:** In the event that Apple receives a third-party request, such as a request from law enforcement or a regulatory authority, for Your or Your End User's Content or Personal Data ("Third-Party Request"), Apple will (i) notify You, to the extent permitted by law, of its receipt of the Third-Party Request; and (ii) notify the requester to address such Third-Party Request to You. Unless otherwise required by law or the Third-Party Request, You will be responsible for responding to the Request. In the event You are subject to an investigation by a data protection regulator or similar authority regarding Personal Data, Apple shall provide You with assistance and support in responding to such investigation to the extent it involves Personal Data that Apple has access to in connection with the Service.

**M. School Official Status Under FERPA (20 U.S.C. § 1232g).** If You are an educational agency, or organization, or acting on behalf of an educational agency, or organization, to which regulations under the U.S. Family Education Rights and Privacy Act (FERPA) apply, the parties agree that for the purposes of this Agreement, Apple will (a) act as a "school official" as defined in 34 C.F.R. § 99.31(a)(1)(i) with a legitimate educational interest; (b) with respect to applicable End Users' Personal Data, perform an institutional service or function under the direct control of the Institution for which the Institution would otherwise use employees; (c) use applicable End Users' Personal Data only for a purpose authorized by the Institution, including as set forth in this Agreement; and (d) not re-disclose applicable End Users' Personal Data to third parties or affiliates except as authorized under this Agreement, with permission from the Institution, pursuant to a court order, or as otherwise permitted under applicable laws or regulations.

**N. COPPA.** Apple will use and maintain Personal Data, provided by You and Your End Users to Apple in connection with the Service, in accordance with the Children's Online Privacy Protection Act of 1998 (COPPA), insofar as it is applicable. This Section 3 and the attached Exhibit A constitute notice of how Apple will collect, use, or disclose Personal Data of student End Users, including children under the age of 13. You grant Apple permission to collect, use and disclose such Personal Data for the purpose of providing and improving the Service and as set forth in Exhibit A.

**O. Access to Third-Party Products and Services.** If You choose to access, use, download, install, or enable third-party products or services that operate with the Service but

are not a part of the Service, then the Service may allow such products or services to access Personal Data as required for the use of those additional services. Certain of those third-party products or services may also provide access to Personal Data to Apple, such as if You allow Your End Users to sign into the Service through federated identity providers. You are not required to use such additional products or services in relation to the Service, and Your Administrator may restrict the use of such additional products or services in accordance with this Agreement. Prior to accessing, using, downloading, installing, or enabling third-party products or services for use with a Managed Apple Account, You should review the terms, policies and practices of the third-party products and services to understand what data they may collect from Your End Users, how the data may be used, shared and stored, and, if applicable, whether such practices are consistent with any consents You have obtained.

**P. Apple Service Provider.** Apple may provide Personal Data to Service Providers who provide services to Apple in connection with the Service. You authorize Apple to use all the Apple entities set forth in the definition of “Apple” as a Service Provider and any other Service Providers Apple may use, provided that such Service Providers are bound by contract to treat Personal Data in no less a protective way than Apple has undertaken to treat such data under this Agreement, and will not use such data for any purpose beyond that specified herein. The list of Service Providers is available at [https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors\\_us.pdf](https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors_us.pdf). If a Service Provider fails to fulfill its data protection obligations under this Agreement, Apple shall remain fully liable to You for the performance of that Service Provider’s obligations as required by applicable law.

#### 4. SERVICE

**A. Use Restrictions.** You will ensure Your and Your End Users’ use of the Service complies with this Agreement and the Documentation, and You will inform Your End Users of, and enforce, the restrictions set forth in this Agreement and the Documentation. You agree that neither You nor Your End Users will use the Service to upload, download, post, email, transmit, store or otherwise make available: (i) any Content or materials that are unlawful, harassing, threatening, harmful, defamatory, obscene, invasive of another’s privacy, hateful, racially or ethnically offensive or otherwise objectionable; (ii) any Content or materials that infringe any copyright or other intellectual property, or violate any trade secret, or contractual or other proprietary right; (iii) any unsolicited or unauthorized email message, advertising, promotional materials, junk mail, spam, or chain letters; and/or (iv) any Content or materials that contain viruses or any computer code, files or programs designed to harm, interfere with or limit the normal operation of the Service or any other computer software or hardware. You further agree that You will not, and will ensure that End Users do not: (a) use the Service to stalk, harass, threaten or harm another; (b) pretend to be anyone or any entity that You are not (Apple reserves the right to reject or block any Managed Apple Account or email address that could be deemed to be an impersonation or misrepresentation of Your identity, or a misappropriation of another person’s name or identity); (c) forge any Transmission Control Protocol/Internet Protocol (TCP-IP) packet header or any part of the header information in an email or a news group posting, or otherwise put information in a header designed to mislead recipients as to the origin of any content transmitted through the Service (“spoofing”); (d) interfere with or disrupt the Service, any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service; and/or (e) use the Service to otherwise violate applicable laws, ordinances or regulations. If Your or Your End User’s use of the Service or other behavior intentionally or unintentionally threatens Apple’s ability to provide You or others the Service, Apple shall be entitled to take necessary steps to protect the Service and Apple’s systems, which may include suspension of Your access to the Service.

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.

**B. Administration of Accounts.** You agree that You shall be solely responsible for management of Your Administrator account(s) and all of Your Managed Apple Accounts, including but not limited to: (i) the security and safeguarding of the username and password associated with each account; (ii) the provision and/or removal of access by any of Your End Users to such account and any Content provided and/or stored in the Service; and (iii) the provision of appropriate documentation and guidelines to End Users about using the Managed Apple Accounts.

**C. End User Notice.** Administrators will have the ability to monitor, access or disclose End User data associated with Managed Apple Accounts through the Web Portal and/or Administrator tools. You represent and warrant that, prior to deploying the Service to Institution and any End Users, You will provide sufficient notice and disclosure of the terms of this Agreement, and obtain and maintain all necessary rights and consents, either from each End User, or where necessary and applicable, each End User’s parent or legal guardian, to allow Apple to: (1) provide and support You and Your End Users’ use of the Service in accordance with this Agreement; and (2) access and receive End User data that may arise as part of the provision of the Service.

**D. Managed Apple Accounts; Features and Services.** A Managed Apple Account is the account username and password You create and provide to each of Your End Users to access the Service. Apple will provide You with the tools to create Managed Apple Accounts for Your End Users. When You create Managed Apple Accounts for Your End Users, all features and functionality of the Service that You select to be available are enabled for all of Your Institution’s Managed Apple Accounts. YOU ASSUME FULL RESPONSIBILITY AND LIABILITY FOR ALL RISKS AND COSTS ASSOCIATED WITH YOUR SELECTION OF EACH FEATURE AND FUNCTIONALITY ENABLED IN THE SERVICE AS BEING APPROPRIATE FOR INSTITUTION AND/OR YOUR END USERS.

i. **Requirements for Use of Managed Apple Account**

1. **Devices and Accounts.** Use of Managed Apple Accounts as part of the Service may require compatible devices, Internet access, certain software, and periodic updates. The latest version of the required software may be necessary for certain transactions or features. Apple reserves the right to limit the number of Managed Apple Accounts that may be created and the number of devices associated with a Service account.

2. **Your rights to the Managed Apple Accounts.** Unless otherwise required by law or this Agreement, You agree that each Managed Apple Account is non-transferable between individual End Users, and between Institutions.

ii. **Find My iPhone.** Find my iPhone is automatically disabled for all Managed Apple Accounts. However, if an Authorized Device is lost or stolen, Institution can use the MDM solution to put the device in Lost Mode so that the device will be locked, the End User will be logged out, and a report will be automatically transmitted to the MDM Server. Institution can also erase the device remotely and enable Activation Lock to help ensure that the device cannot be reactivated without the proper Managed Apple Account and password.

Apple shall bear no responsibility for Your failure to protect Authorized Devices with a passcode, Your failure to enable Lost Mode, and/or Your failure to receive or respond to notices and communications. Apple shall also bear no responsibility for returning lost or stolen devices to You or for any resulting loss of data. Apple is not responsible for any replacement of devices that have the Activation Lock feature enabled, or any warranty claims on such devices. You may remove the Activation Lock feature and disable Lost Mode through MDM.

iii. **Account Authentication.** Two-factor authentication requiring two types of information for authentication purposes, such as a password and a generated security code, is automatically enabled for the Managed Apple Accounts of Your Administrators, teachers and staff. Institution agrees to provide Apple with at least one mobile telephone number for Institution to receive autodialed or prerecorded calls and text messages from Apple for authentication and account related purposes, which may be subject to standard message and data rates. Apple may place such calls or texts to: (i) help keep Your Service account secure when signing in; (ii) help You access Your account if You forget Your password; or (iii) as otherwise necessary to maintain Your Service account or enforce this Agreement and relevant policies. Managed Apple Accounts distributed to Your End Users will also require two-factor authentication, such as identification of an Authorized Device and an authentication code generated in the Web Portal or a telephone number. In all instances, You are responsible for: (a) distributing the Managed Apple Accounts You create to identified End Users; (b) approving access to the Service by such End Users; (c) controlling against unauthorized access; and (d) maintaining the confidentiality and security of usernames, passwords and account information.

i. **Backup.** Authorized Devices that are not shared devices will periodically create automatic backups that are transmitted to the Service when the user is logged in with their Managed Apple Account and the device is screen-locked, connected to a power source, and connected to the Internet via a Wi-Fi network. You may disable backup in the MDM Enrollment Settings. Backup is limited to device settings, device characteristics, photos, videos, documents, messages (iMessage, SMS and MMS, if enabled), ringtones, app data (including Health app data, if applicable), location settings (such as location-based reminders that You have set up), and Home screen and app organization. Content that You purchase, download or provide access to Your End Users from the App Store or Apple Books Store, and Content purchased from or provided by any third parties, will not be backed up. Such Content may be eligible for re-download from those services, subject to account requirements, availability, and any applicable terms and conditions. Content synced from Your End Users' computers will not be backed up. If You enable iCloud Photo Library, the photo libraries of Your End Users will be backed up separately from their automatic iCloud backup. The Content stored in an End User's contacts, calendars, bookmarks, and documents is accessible via iCloud on the web or on any Apple device that an End User signs into using their Managed Apple Account. It is solely Your responsibility to maintain appropriate alternative backup of Your and Your End Users' information and data. If You are located in mainland China, You understand relevant iCloud functionalities to support the Service are provided by AIPO Cloud (Guizhou) Technology Co. Ltd. (GCBD), and Your use of such functionalities is subject to iCloud operated by GCBD Terms and Conditions

ii. (<https://www.apple.com.cn/legal/internet-services/icloud/en/gcbd-terms.html>), as applicable.

v. **iCloud Photo Library.** When You enable iCloud Photo Library in connection with any Managed Apple Accounts, the photos, videos and metadata in the Photos App on the Authorized Devices ("Device Photo Library") will be automatically sent to iCloud, stored as the End User's Photo Library in iCloud, and then pushed to all of the End User's other

iCloud Photo Library-enabled devices and computers. If the End User later makes changes (including deletions) to the Device Photo Library on any of these devices or computers, such changes will automatically be sent to and reflected in the End User's iCloud Photo Library. These changes will also be pushed from iCloud to, and reflected in, the Device Photo Library on all of the End User's iCloud Photo Library-enabled devices and computers. The resolution of content in the Photo Library on Authorized Devices or computers may vary depending upon the amount of available storage and the storage management option selected for the End User's iCloud-Photo-Library-enabled device. If You do not wish to use iCloud Photo Library, You may disable it for Your Managed Apple Account and/or on Your Authorized Devices.

vi. **Schoolwork.** If you make Schoolwork available to Your End Users, teachers and students at Your Institution can manage their schoolwork and assignments using a Managed Apple Account.

1. **iCloud File Sharing.** When you share a file using Schoolwork in connection with a Managed Apple Account, Apple automatically organizes any files shared into class folders for students and teachers in the iCloud Drive. Your End Users can access their shared files using their Managed Apple Account. Annotations or changes made to these files will be visible by any End User in a class with whom You have shared a file. You can stop sharing files at any time. Files created by Your End Users using Managed Apple Accounts are stored until you delete them. However, any file previously copied to another device or computer will not be deleted.

2. **Student Progress.** When You opt-in to the Student Progress feature in the Web Portal, student progress on activities assigned in ClassKit enabled applications will be recorded and reported to the ClassKit framework. Only activities assigned by Your teachers using Schoolwork will initiate the recording and reporting of student progress information. Your student End Users will be able to view their own student progress information in Schoolwork and in Settings on their device. Your teacher End Users will be able to view the student progress information of all students in their class for activities they assign. Student data created through Your use of Schoolwork or ClassKit enabled applications will be treated in accordance with Section 3 and Exhibit A of this Agreement. If You opt-out a Managed Apple Account from the Student Progress feature, all student progress Personal Data associated with that Managed Apple Account will be deleted in accordance with Section 3(L)(i).

vii. **Third-Party Apps.** If You make available any third-party apps for Your End Users to sign into with their Managed Apple Accounts, You agree to allow such apps to store data in the accounts associated with Your End Users' Managed Apple Accounts, and for Apple to collect, store, and process such data on behalf of the relevant third party app developer in association with Your and/or Your End Users' use of the Service and such apps. Third party apps may have the capability to share such data with another app downloaded from the same app developer. You are responsible for ensuring that You and Your End Users are in compliance with any storage limits and all applicable laws for each Managed Apple Account based on the third-party apps You make available to Your End Users to download.

viii. **Other Apple Services.** If You make available other Apple Services for Your non-student End Users to sign into, You agree to allow the Apple Services to store data in the accounts associated with those End Users' Managed Apple Accounts, and for Apple to collect, store and process such data in association with Your and/or Your non-student End User's use of the Apple Service. You are responsible for ensuring that You and Your non-student End Users are in compliance with all applicable laws for each Managed Apple Account based on the Apple Service you allow Your End Users to access. If Your non-student End Users access certain Apple Services, Apple may communicate with Your non-

student End Users about their use of the Service, Apple Services, and updates to Apple Services.

**E. Server Token Usage.** You agree to use the Server Token provided by Apple only for the purpose of registering Your MDM Server within the Service, uploading MDM Enrollment Settings, and receiving Managed Apple Account roster data. You shall ensure that Your End Users use the information sent or received using Your Server Token only with Authorized Devices. You agree not to provide or transfer Your Server Token to any other entity or share it with any other entity, excluding Your Third-Party Service Providers. You agree to take appropriate measures to safeguard the security and privacy of such Server Token and to revoke it if it has been compromised or You have reason to believe it has been compromised. Apple reserves the right to revoke or disable Server Tokens at any time in its sole discretion. Further, You understand and agree that regenerating the Server Token will affect Your ability to use the Service until a new Server Token has been added to the MDM Server.

**F. Storage Capacity; Limitations on Usage.** Exceeding any applicable or reasonable usage limitations, such as limitations on bandwidth or storage capacity (e.g., in connection with iCloud Backup), is prohibited and may prevent You from using some of the features and functionality of the Service, accessing Content or using some, or all, of the Managed Apple Accounts. In the event that Apple limits bandwidth or storage capacity available to You, it shall use commercially reasonable efforts to notify You via the Service or otherwise within ten (10) business days of doing so.

**G. Submission of Content.** You are solely responsible for any Content You or Your End Users upload, download, post, email, transmit, store or otherwise make available through the use of the Service. You shall ensure that Your End Users have obtained all necessary third-party permissions or licenses related to any such Content. You understand that by using the Service You may encounter Content that You or Your End Users find offensive, indecent, or objectionable, and that You may expose others to content that they may find objectionable. You understand and agree that Your use of the Service and any Content is solely at Your own risk.

**H. Removal of Content.** You acknowledge that Apple is not responsible or liable for any Content provided by You or Your End Users. Apple has the right, but not an obligation, to determine whether Content is appropriate and in compliance with this Agreement, and may move and/or remove Content that violates the law or this Agreement at any time, without prior notice and in its sole discretion. In the event that Apple removes any Content, it shall use commercially reasonable efforts to notify You.

**I. Bundled Service.** All features and functionalities of the Service are provided as part of a bundle and may not be separated from the bundle and used as standalone applications. Apple Software provided with a particular Apple-branded hardware product may not run on other models of Apple-branded hardware.

**J. 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. You acknowledge and agree that Apple is not responsible for the availability of such third-party sites or resources, and shall not be liable or responsible for any content, advertising, products or materials on or available from such sites or resources used by You or Your End Users.

**K. Purchasing Apps and Books.**

i. **Acquisition of Content.** Acquisition of Content from the App Store or Apple Books Store using Managed Apple Accounts is automatically disabled. You may choose to enable Your Administrators or teachers and staff to access such Content by granting them purchasing authority and allowing them to access the Volume Content Service to purchase Apps and Books for use on the Service. Your use of the App Store, and/or Apple Books Store is subject to Sections G and H of the Apple Media Services Terms and Conditions (<https://www.apple.com/legal/internet-services/itunes/us/terms.html>), as applicable. You agree that You have the authority to and will accept such applicable terms on behalf of Your authorized End Users.

ii. **Volume Content Service.** Purchases You choose to transact through the Volume Content Service are (i) subject to the terms of the Volume Content Service Addendum attached to this Agreement; and delivered to End Users or assigned to a device through the App Store and/or the Apple Books Store.

**L. Updates and Maintenance; Changes to Service.**

i. **Updates and Maintenance.** Apple may, from time to time, update the Software used by the Service. These updates could include bug fixes, feature enhancements or improvements, or entirely new versions of the Software. In some cases, such updates may be required to continue Your use of the Service or to access all features of the Service. Apple is not responsible for performance or security issues resulting from Your failure to support such updates. Apple shall, from time to time, be required to perform maintenance on the Service. While Apple is not obligated to notify You of any maintenance, Apple will use commercially reasonable efforts to notify You in advance of any scheduled maintenance.

ii. **Changes to Service.** Apple shall have the right to revise or update the functionality and look of the Service from time to time in its sole discretion. You agree that Apple shall not be liable to You or any third party for any modification, suspension or termination 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 representations that the Service, or any feature or part thereof, is appropriate or available for any use in any particular location.

**M. Other Agreements.** You acknowledge and agree that the terms and conditions of any sales, service or other agreement You may have with Apple are separate and apart from the terms and conditions of this Agreement. The terms and conditions of this Agreement govern the use of the Service and such terms are not diminished or otherwise affected by any other agreement You may have with Apple.

**N. Professional Services.** Any professional services relevant to the Service, such as consulting or development services that require any deliverables from Apple are subject to fees and a separate agreement between Apple and Institution.

**O. Electronic Delivery.** The Service and any Apple Software provided hereunder (unless such software is preinstalled on any Authorized Devices) will be delivered electronically.

**P. Fees and Taxes.** Your Institution will pay all taxes and duties payable, if any, based on its use of the Service, unless exempt by applicable law. You will provide Apple with proof of Your Institution's tax-exempt status, if any, upon Apple's request.

**5. OWNERSHIP AND RESTRICTIONS; COPYRIGHT NOTICE**

**A.** You retain all of Your ownership and intellectual property rights in Your Content and any pre-existing software applications owned by You as used or accessed in the Service. Apple

and/or its licensors retain all ownership and intellectual property rights in: (1) the Service and derivative works thereof, including, but not limited to, the graphics, the user interface, the scripts and the software used to implement the Service (the “Software”); (2) any Apple Software provided to You as part of and/or in connection with the Service, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist; and (3) anything developed or provided by or on behalf of Apple under this Agreement. No ownership of any technology or any intellectual property rights therein shall be transferred by 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 through <https://www.apple.com/legal/contact/>. You further agree that:

- i. The Service (including the Apple 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.
- ii. You will not, and will not cause or allow others to, use or make available to any third party such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement.
- iii. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.
- iv. You may not, and may not cause or allow others to, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Service.
- v. Apple, the Apple logo, iCloud, the iCloud logo, iTunes, the iTunes 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 United States and/or other countries. A list of Apple's trademarks can be found at <https://www.apple.com/legal/intellectual-property/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. During the Term of this Agreement, You grant Apple the right to use Your marks, solely in connection with Apple's exercise of its rights and performance of its obligations under this Agreement.
- vii. As part of the Service, You may gain access to Third-Party Content. The third-party owner or provider of such Third-Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third-Party Content are governed by and subject to the terms specified by such third-party owner or provider.
- viii. You may not license, sell, rent, lease, assign, distribute, host or permit timesharing or service bureau use, or otherwise commercially exploit or make available the Service and/or any components thereof, to any third party, except as permitted under the terms of this Agreement.

You agree and acknowledge that if You violate the terms of the foregoing sentence, Apple shall bear no responsibility or liability for any damages or claims resulting from or in connection with Your actions, including but not limited to an Information Security Breach or a Data Incident.

**B.** By submitting or posting materials or Content using the Service: (i) You are representing that You are the owner of such material and/or have all necessary rights, licenses, and permission to distribute it; and (ii) You grant Apple a worldwide, royalty-free, non-exclusive, transferable license to use, distribute, reproduce, modify, publish, translate, perform and publicly display such Content on the Service solely for the purpose of Apple's performance of

the Service, without any compensation or obligation to You. 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 alter Your Content to comply with technical requirements of connecting networks, devices or equipment. You agree that Apple has the right, but not the obligation, to take any such actions under the license granted herein.

**C. 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 Apple's Copyright Policy (<https://www.apple.com/legal/contact/copyright-infringement.html>). Apple may, in its sole discretion, suspend and/or terminate accounts of End Users that are found to be infringers.

## 6. EULAS

**A. EULA Terms and Conditions.** In order to use the Service, You and/or Your End Users will need to accept the End User License Agreement terms and conditions (EULA) for any Apple Software needed to use the Service and for any other Apple Software that You choose to use with the Service. In order to use the Service, Your Administrator must accept the EULAs for the Apple Software on the Web Portal prior to deploying Authorized Devices running such Apple Software to End Users. If the EULAs for the Apple Software have changed, Your Administrator will need to return to the Web Portal and accept such EULAs in order to continue using the Service. You acknowledge that You will not be able to use the Service, or any parts or features thereof, including associating additional Authorized Devices with Your MDM Server, until such EULAs have been accepted. You are responsible for ensuring that such EULAs are provided to Your End Users, and that each End User is aware of and complies with the terms and conditions of the EULAs for the Apple Software, and You agree to be responsible for obtaining any required consents for Your End Users' use of the Apple Software. You agree to monitor and be fully responsible for all of Your End Users' use of the Apple Software provided under this Agreement. You acknowledge that the requirements and restrictions in this Agreement apply to Your use of Apple Software for the purposes of the Service regardless of whether such terms are included in the relevant EULA(s).

## 7. TERM; TERMINATION; SUSPENSION; EFFECTS OF TERMINATION

**A. Term.** This Agreement shall commence on the date You first accept this Agreement, and shall continue until terminated in accordance with this Agreement (the "Term").

**B. Termination by Apple.** Apple may terminate this Agreement at any time and for any reason or no reason, provided Apple gives You thirty (30) days written notice. Further, Apple may at any time and without prior notice, immediately terminate or suspend all or a portion of Managed Apple Accounts and/or access to the Service upon the occurrence of any of the following: (a) violations of this Agreement, including but not limited to, Section 4(A). ("Use Restrictions"), or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request and/or order from law enforcement, a judicial body, or other government agency; (c) where provision of the Service to You is or may become unlawful; (d) unexpected technical or security issues or problems; (e) Your participation in fraudulent or illegal activities; (f) You or any entity or person that directly or indirectly controls You, or is under common control with You (where "control" has the meaning defined in Section 11(D)), are or become subject to sanctions or other restrictions in the countries or regions where the Service is available; or (g) failure to pay fees, if any, owed by You in relation to the Service if you fail to cure such failure within thirty (30) days of being notified in writing of the requirement to do so. Apple may terminate or suspend the Service 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.

**C. Termination by You.** You may stop using the Service at any time. If You delete any Managed Apple Accounts, You and the applicable End User(s) will not have access to the Service. This action may not be reversible.

**D. Effects of Termination.** If this Agreement terminates or expires, then the rights granted to one party by the other will cease immediately, subject to Section 11(L) (Survival of Terms) of this Agreement.

**E. Third-Party Rights.** In no event may You enter into any agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple, and You may not publicize any such agreement without Apple's prior written consent.

## **8. INDEMNIFICATION**

To the extent permitted by applicable law, You agree to indemnify, hold harmless, and upon Apple's request, defend Apple, its directors, officers, employees, shareholders, contractors and agents (each an "Apple Indemnified Party") from any and all claims, liabilities, actions, damages, demands, settlements, expenses, fees, costs, and losses of any type, including without limitation attorneys' fees and court costs (collectively, "Losses"), incurred by an Apple Indemnified Party and arising from or related to: (a) any Content You and/or Your End Users submit, post, transmit, or otherwise make available through the Service; (b) Your and/or Your End Users' actual or alleged breach of, or failure to adhere to, any certification, covenant, obligation, representation or warranty in this Agreement; or (c) Your and/or Your End Users' violation of any rights of another, or any laws, rules and regulations. You acknowledge that the Service is not intended for use in situations in which errors or inaccuracies in the content, functionality, services, data or information provided by the Service or Apple Software, or the failure of the Service or Apple Software, could lead to death, personal injury, or severe physical or environmental damage, and to the extent permitted by law, You hereby agree to indemnify, defend and hold harmless each Apple Indemnified Party from any Losses incurred by such Apple Indemnified Party by reason of any such use by You or Your End Users. This obligation shall survive the termination or expiration of this Agreement and/or Your use of the Service.

## **9. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, APPLE SOFTWARE, AND ANY ASSOCIATED CONTENT, FEATURE, FUNCTIONALITY, OR MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, "APPLE" FOR THE PURPOSES OF SECTIONS 9 AND 10 HEREIN) 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 MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE, OR FREE FROM ERRORS, LOSS, CORRUPTION, ATTACK, VIRUSES, OR HACKING; (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.

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. 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.

#### **10. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY DIRECT, PERSONAL INJURY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, LOSS OF GOODWILL, FAILURE TO TRANSMIT OR RECEIVE ANY DATA (INCLUDING WITHOUT LIMITATION, COURSE INSTRUCTIONS, ASSIGNMENTS AND MATERIALS), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION, ANY OTHER TANGIBLE OR INTANGIBLE DAMAGES OR LOSSES (EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RELATED TO OR RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE, APPLE SOFTWARE, ANY FEATURES, FUNCTIONALITY, CONTENT, MATERIALS, OR THIRD-PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH 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 THE SERVICE, 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; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

#### **11. MISCELLANEOUS**

**A. Relationship of the Parties.** This Agreement will not be construed as creating any agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. Except as otherwise expressly provided in this Agreement, this Agreement is not for the benefit of any third parties.

**B. Waiver; Assignment.** No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing and signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement may not be assigned by You in whole or in part. Any assignment shall be null and void.

**C. Verification.** To the extent permitted by applicable law, Apple may verify Your use of the Service (via remote software tools or otherwise) to assess compliance with the terms of this Agreement. You agree to cooperate with Apple in this verification process and provide reasonable assistance and access to relevant information. Any such verification shall not unreasonably interfere with Your normal business operations, and You agree that Apple shall not be responsible for any cost or expense You incur in cooperating with the verification process.

**D. 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 is: (a) subject to International Traffic in Arms Regulations; or (b) that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software and source code, without first obtaining that authorization. This assurance and commitment shall survive termination of this Agreement.

You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions where the Service is available, (b) doing business in any of the US embargoed countries or regions, and (c) a military end user as defined and scoped in 15 C.F.R § 744. As used in this Section 11(D), "control" means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

**E. Compliance with Laws.** Institution shall, and shall ensure that all Institution employees, contractors and agents shall, comply with all laws, rules and regulations applicable to the use of the Service, including but not limited to, those enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of all countries where business will be conducted or services performed pursuant to this Agreement.

**F. Federal Government End Users.** The Service, Apple Software, and related documentation are "Commercial Products", 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 Products, 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.

**G. Attorneys' Fees.** To the extent not prohibited by applicable law, if any action or proceeding, whether regulatory, administrative, at law or in equity is commenced or instituted to enforce or interpret any of the terms or provisions of this Agreement (excluding any mediation required under this Agreement), the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing party may be

entitled. As used herein, “prevailing party” includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

**H. Governing Law.** If Your Institution is a U.S. public and accredited educational institution, then this Agreement will be governed and construed in accordance with the laws of the state in which Your Institution is domiciled, except that body of law concerning conflicts of law. You and Apple hereby consent to the personal jurisdiction and exclusive venue of the federal courts within the state in which Your Institution is domiciled.

For all other institutions domiciled in the United States or subject to United States law under this Agreement, this Agreement will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The parties further submit to and waive any objections to the personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, or any other forum in Santa Clara County, for any litigation arising out of this Agreement.

If Your Institution is located outside of the United States, the governing law and forum shall be the law and courts of the country of domicile of the Apple entity providing the Service to You as defined in Section 11(M).

If You are an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the “ICC Rules”) in effect at the time of applying for arbitration by three arbitrators appointed in accordance with such rules, and will be conducted according to the International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration. The place of arbitration shall be London, England. The arbitration shall be conducted in English. Upon Apple’s request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**I. Notice.** Except as otherwise provided in this Agreement, any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by U.S. Postal Service, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to: Apple Inc., Apple Developer Legal (Apple School Manager), One Apple Park Way, 37-21SM, Cupertino, California 95014 U.S.A. Either party may change its address for notice by notifying the other party in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements.

**J. Force Majeure.** Neither party shall be responsible for failure or delay of performance that is caused by an act of war, hostility, terrorism, civil disobedience, fire, earthquake, act of God,

natural disaster, accident, pandemic, labor unrest, government limitations (including the denial or cancelation of any export/import or other license), or other event outside the reasonable control of the obligated party; provided that within five (5) business days of discovery of the force majeure event, such party provides the other with a written notice. Both parties will use reasonable efforts to mitigate the effects of a force majeure event. In the event of such force majeure event, the time for performance or cure will be extended for a period equal to the duration of the force majeure event, but in no event more than thirty (30) days. This Section does not excuse either party's obligation to institute and comply with reasonable disaster recovery procedures.

**K. Complete Understanding; Severability; Changes to the Agreement.** This Agreement constitutes the entire agreement between You and Apple regarding Your use of the Service, 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. Unless specified otherwise in this Agreement as related to the Service, nothing in this Agreement supersedes the EULAs for the Apple Software. This Agreement may be modified only to the extent expressly permitted by this Agreement (for example, by Apple upon notice to You). In the event that You refuse to accept such changes, Apple will have the right to terminate this Agreement and Your account. 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. Any translation of this Agreement is done for local requirements and in the event of a conflict between the English and any non-English version, the English version of this Agreement shall govern.

**L. Survival of Terms.** All terms and provisions of this Agreement, including any and all addenda and amendments hereto, which by their nature are intended to survive any termination or expiration of this Agreement, shall so survive.

**M. Definitions.** In this Agreement, unless expressly stated otherwise:

**"Administrator"** means an employee or contractor (or Third-Party Service Provider) of Institution who is an authorized representative acting on behalf of Institution for the purposes of account management, including but not limited to, administering servers, uploading MDM provisioning settings and adding devices to Institution accounts, creating and managing Managed Apple Accounts, and other tasks relevant to administering the Service, in compliance with the terms of this Agreement.

**"Apple"** as used herein means\*:

- Apple Inc., located at One Apple Park Way, Cupertino, California, 95014, United States for users in the United States, including Puerto Rico;
- Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada for users in Canada;
- iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Japan for users in Japan;
- Apple Services Pte. Ltd., located at 7 Ang Mo Kio Street 64, Singapore for users in South Korea;

- Apple Pty Limited, located at Level 2, 20 Martin Place, Sydney NSW 2000, Australia, for users in Australia, New Zealand, including in any of their territories and affiliated jurisdictions;
- Apple Services LATAM LLC, located at 2811 Ponce de Leon Boulevard, Floor 12, Coral Gables, Florida 33134, U.S.A., for users in Mexico, Central or South America, or any Caribbean country or territory (excluding Puerto Rico); and
- Apple Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for users in all other countries or territories not specified above in which the Service is offered.

**“Apple Personnel”** means Apple’s employees, agents and/or contractors.

**“Apple Services”** means the App Store, Apple Books, Apple Online Store, AppleCare, Apple Teacher Learning Center and other Apple Services as available to Your End Users under this Agreement.

**“Apple Software”** means iOS, iPadOS, macOS, tvOS, visionOS, watchOS, Classroom, Schoolwork, and any successor versions thereof.

**“Apple Service Provider”** and **“Service Provider”** means a third party that performs certain tasks on Apple’s behalf, such as processing or storing data and providing customer service, in connection with Apple’s provision of the Service.

**“Authorized Devices”** means Apple-branded hardware that are owned or controlled by You (including hardware purchased or donated by parents for use by Institution), that have been designated for use only by End Users and that meet the applicable technical specifications and requirements for use in the Service. Personally owned devices are not permitted to be enrolled in supervised device management by You as part of the Service and may not be added to Your account.

**“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 including Personal Data.

**“Documentation”** means the technical or other specifications or documentation that Apple may provide to You for use in connection with the Service, and includes the Apple Deployment Guide for Education.

**“End User(s)”** means those Institution employees, teachers, staff, contractors (or Third-Party Service Providers), Administrators, and/or students, as applicable, authorized by or on behalf of Institution to use the Service in accordance with this Agreement.

**“End User License Agreement”** or **“EULA”** means the software license agreement terms and conditions for the Apple Software.

**“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC.

**“ISO 27001 Certification”** means an ISO/IEC 27001:2013 certification or a comparable certification that covers the Services.

**“ISO 27018 Certification”** means an ISO/IEC 27018:2014 certification or a comparable certification that covers the Services.

**“MDM Enrollment Settings”** means settings for an Apple-branded product that can be configured and managed as part of the Service, including, but not limited to, the initial enrollment flow for a device, and settings to supervise a device, make configuration mandatory, or lock an MDM profile.

**“MDM Server(s)”** means computers owned or controlled by You (or a Third-Party Service Provider acting on Your behalf) that have been designated to communicate with the Service.

**“Personal Data”** means data that can be reasonably used to identify an individual that is under the control of the Institution under this Agreement. Personal Data may relate to students, teachers, Administrators, employees, and contractors of Your Institution, such as information associated with a Managed Apple Account. Personal Data does not include information that has been aggregated, anonymized, or de-identified in a manner that such data can no longer be reasonably linked to or associated with an individual.

**“Server Token”** means the combination of Your public key, Managed Apple Account and a token provided by Apple that permits Your MDM Server(s) to be registered with the Service.

**“Service”** means the Apple School Manager service (and any components, functionality and features thereof) for an Institution’s management of Authorized Devices, Content, Managed Apple Accounts and iCloud storage connected to such Managed Apple Accounts, and authorized End Users’ access and use through the Web Portal and other Apple websites and services, such as iCloud, as made available by Apple and Apple Service Provider to Institution pursuant to this Agreement.

**“Third-Party Content”** means all data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials, in any format, that are obtained or derived from third-party sources other than Apple and made available to You through, within, or in conjunction with Your use of the Service.

**“Third-Party Service Provider”** means a third party who provides a service to You in accordance with the terms of this Agreement.

**“You”, “Your” and “Institution”** means the institution entering into this Agreement. For avoidance of doubt, the Institution is responsible for compliance with this Agreement by its employees, contractors, Third-Party Service Providers, and agents who are authorized to exercise rights under this Agreement on its behalf.

**“Your Content”** means all data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials, (including Personal Data as defined above), in any format, provided by You or on behalf of Your End Users, which Content resides in, or runs on or through, the Service.

**“Volume Content”** means apps, books and any other material or information that may be licensed or acquired as part of the Service pursuant to the Volume Content Service Addendum attached hereto.

**“Web Portal”** means the web-based platform provided by Apple that allows You to manage the Service.

**EXHIBIT A**  
**Privacy Notice for Student Personal Data**

**1. YOUR STUDENTS' MANAGED APPLE ACCOUNT**

With the Managed Apple Account You create, students will be able to take advantage of the Apple apps, features, and services You choose to make available for educational purposes as described in the Apple School Manager User Guide (<https://support.apple.com/guide/apple-school-manager/axm171b3ee95/1/web>). For example, students can use their Managed Apple Accounts to:

- Make and receive FaceTime video and voice calls
- Create and share photos, documents, videos, audio messages, and text messages using Camera, Photos, iCloud Photo Sharing, Messages, Mail, iWork and other Apple apps
- Interact with the Classroom App, which allows teachers and Administrators to guide students through lessons and view their device screens
- Save contacts, calendar events, notes, reminders, photos, documents and backups to iCloud
- Access and search the internet and internet resources through Safari and Spotlight
- Record and share their progress on ClassKit enabled apps if the Student Progress feature is enabled in Apple School Manager
- Use Schoolwork to view class assignments, navigate to assigned app activities, collaborate with teachers and other students, and submit your work
- Add a supported student ID card or a corporate access pass to Wallet.

Students will also be able to take advantage of any third-party products or services You choose to access, use, download, install, or enable, as described in Section 3(O) of the Agreement.

Apple, acting as Your data processor, will not knowingly collect, use, or disclose any Personal Data from Your students unless instructed by You. You acknowledge that You are responsible for a legal basis for processing, including where necessary, obtaining consent from, and providing sufficient notice to, students and/or parents, where required under applicable law, to create Managed Apple Accounts, to allow Apple to provide the Service using the Managed Apple Accounts, and to collect, use, and disclose student Personal Data provided by You or Your End Users to Apple through the Service, including any additional features and services You make available to Your students.

Apple may take additional steps to verify that the person granting permission for the creation of Managed Apple Accounts for Your students is an Administrator from Your Institution with authority to provide consent on Your behalf.

**2. COLLECTION OF PERSONAL DATA**

**A. Managed Apple Account Creation.** Apple may receive the following Personal Data if provided by You or on Your behalf to create a Managed Apple Account for Your students: student name, Institution, enrolled classes, role, and student ID. At Your option, You may also provide Your student's grade level and email address. In order to protect the security of Your students' accounts and preserve Your ability to easily reset students' passwords online, You should keep this information confidential.

**B. Use of Apple Services and Third-Party Products and Services with a Managed Apple Account.** Apple may collect Personal Data associated with Your students' use of the Apple features and services, as well as third-party products and services, You choose to make available for educational purposes, including the information described above. For example, if You choose to use Schoolwork, Apple may collect Personal Data from students

that is related to activities their teachers assign through Schoolwork, such as when Your students mark an activity as complete and their feedback on assigned activities. If You enable the Student Progress feature in Apple School Manager, Apple will receive data about Your students' progress on assigned activities from participating apps, such as reading a chapter in a book, completing a set of math equations or taking a quiz. If You enable communication and collaboration services and apps offered by Apple, Apple may collect, and Your students may be able to make Personal Data available to other users depending on the configuration You select. For example, You can choose to turn on FaceTime and iMessage, and allow Your students to use these apps with only other users in Your Institution, or anyone inside and outside of your Institution. You can also choose to allow Your students to collaborate on files created using Keynote, Numbers, and Pages with any other user with an Apple Account, or only with other users using a Managed Apple Account from Your Institution.

In addition, Apple and its affiliates and agents may collect, create, and process aggregated statistical diagnostic, technical, usage and related information data in a way that does not personally identify Your student End Users.

### **3. USE OF PERSONAL DATA**

Apple may use students' Personal Data provided to Apple by You or Your End Users in connection with the Service in order to provide and to support You or Your End Users' use of the Service for educational purposes and to comply with applicable law; to facilitate the provision of software updates, product support, and other features related to the Service; for security and account management purposes; and to verify compliance with the terms of this Agreement.

Apple will not use students' Personal Data to help create, develop, operate, deliver or improve advertising. Personalized Ads will be disabled by default for all devices associated with Your Managed Apple Accounts created through the Service to ensure Your students do not receive targeted advertising. However, non-targeted advertising may still be received on those devices, including as determined by any third-party apps that You may download.

Apple may use non-personally identifiable diagnostic, technical, usage and related information, including but not limited to, identifiers, information about Authorized Devices, system and application software, and peripherals, and cookies in order to provide and improve the Service.

Apple retains Your students' Personal Data only for as long as necessary to fulfill the purposes for which it was collected pursuant to Your instructions, as described above. If You make a request to delete Your students' Managed Apple Accounts via Apple School Manager, information associated with the deleted accounts will be deleted from Apple's servers within 30 days. Student progress data received by Schoolwork is stored until a student leaves a class, according to the class roster in Apple School Manager. When a student leaves a class, data associated with that student is deleted. If You opt-out a student's Managed Apple Account from the Student Progress feature, all student progress data associated with that Managed Apple Account will be deleted within 30 days. If this Agreement is terminated for any reason, Your students' Personal Data will be deleted within a reasonable period of time, but in any case, no longer than 180 days.

### **4. DISCLOSURE OF PERSONAL DATA**

Your students' Personal Data may be disclosed to services providers who act on our behalf or third parties or others at Your direction, including, as described below, through features, services, and apps You enable.

**A. Disclosure to Apple Service Providers.**

Apple may provide Personal Data to Apple Service Providers who perform certain tasks on Apple's behalf, such as processing or storing data and providing customer service, in connection with Apple's provision of the Service. You authorize the use of Apple Inc. as a Service Provider and any other Service Providers Apple may use, provided such Service Providers are bound by contract to treat such data in no less a protective way than Apple has undertaken to treat such data under this Agreement, and will not use such data for any purpose beyond that specified herein. A list of such Service Providers will be available upon request. Where an Apple Service Provider fails to fulfill its data protection obligations under this Agreement, Apple shall remain fully liable to You for the performance of that Apple Service Provider's obligations as required under applicable law.

**B. Disclosure to Third Parties.**

**i. Other Users**

Subject to the restrictions You set, Your students may share information with other users within Your Institution, including Your other students and teachers, through use of the Apple services and features that you choose to make available, including the services and features described above.

Additionally, if Your student uses his or her Managed Apple Account to sign in on a device that is owned by a third party (such as a friend or a parent's iPad), information associated with that student's Managed Apple Account may be visible or accessible to others using the device unless and until the student signs out.

**ii. Third-Party Products or Services**

If You choose to access, use, download, install, or enable third-party products or services that operate with the Service but are not a part of the Service, then the Service may allow such products or services to access Personal Data as required for the use of those additional services. Certain of those third-party products or services may also provide access to Personal Data to Apple, such as if You allow Your students to sign into the Service through federated identity providers. You are not required to use such additional products or services in relation to the Service, and Your Administrator may restrict the use of such additional products or services in accordance with this Agreement. Prior to accessing, using, downloading, installing, or enabling third-party products or services for use with a Managed Apple Account, You should review the terms, policies and practices of the third-party products and services to understand what data they may collect from Your student, how the data may be used, shared and stored, and, if applicable, whether such practices are consistent with any consents You have obtained. You can get additional details on each third-party product or service in the Web Portal.

**C. Others.**

Apple may also disclose Personal Data about You or Your students if Apple determines that disclosure is reasonably necessary to enforce Apple's terms and conditions or protect Apple's operations or users. Additionally, in the event of a reorganization, merger, or sale Apple may transfer any and all Personal Data You provide to the relevant party.

## **5. ACCESS, CORRECTION, AND DELETION**

Apple provides You with the ability to access, correct, or delete data associated with Your students' Managed Apple Accounts. You can delete data associated with Your Managed Apple Accounts through the Web Portal. If you have questions, you can contact us at <https://www.apple.com/legal/privacy/contact/>.

## **6. PARENT/GUARDIAN REVIEW AND DELETION OF INFORMATION**

The parents or guardians of student End Users with a Managed Apple Account in Primary/Secondary (K-12) schools can contact the Administrator to access their child's Personal Data or request deletion. If a parent or guardian wishes to stop any further collection of their child's Personal Data, the parent or guardian can request that the Administrator use the Service controls available to limit their child's access to certain features, or delete the child's account entirely.

Apple's Privacy Policy is available at <https://www.apple.com/legal/privacy/> and, to the extent consistent with this Notice and Section 3 of this Agreement, is incorporated herein by reference. **If there is a conflict between Apple's Privacy Policy and this Notice and Section 3 of this Agreement, the terms of this Notice and Section 3 of this Agreement shall take precedence** as relevant to the Service available via a Managed Apple Account.

PLEASE NOTE: THIS NOTICE DOES NOT APPLY TO THE DATA COLLECTION PRACTICES OF ANY THIRD-PARTY APPS. PRIOR TO PURCHASE OR DOWNLOAD OF THIRD-PARTY APPS AVAILABLE TO A STUDENT WITH A MANAGED APPLE ACCOUNT, YOU SHOULD REVIEW THE TERMS, POLICIES, AND PRACTICES OF SUCH THIRD-PARTY APPS.

**EXHIBIT B**  
**Volume Content Service Addendum**

The following terms are supplemental to the Apple School Manager Agreement and apply to Your use of the Volume Content Service.

**Note:** The Volume Content Service is strictly limited to Institutions located in, or with verifiable operations within, the countries or regions where the Volume Content Service is currently available. The list of such available countries can be viewed at <https://support.apple.com/102867>. If Your Institution does not meet this geographic requirement, You are not authorized to use the Volume Content Service, and these specific terms related to the Volume Content Service do not apply to Your Institution.

**1. USE OF THE VOLUME CONTENT SERVICE**

**A.** You may use the Volume Content Service to license or purchase (a) apps and other content available to Your Institution on the App Store (“**App Store Content**”) in bulk solely for distribution to, and use by Your Authorized Users, in accordance with the Apple Media Services Terms and Conditions, or (b) Apple Books, digital books, audiobooks and other content available to Your Institution on Apple Books (“**Apple Books Content**”) in bulk, solely for distribution to, and use by Your Authorized Users, as applicable (collectively, the “**Volume Content Service**”). Such App Store Content licensed or acquired by You hereunder shall constitute “**App Store Volume Content**,” and such Apple Books Content licensed or acquired by You hereunder shall constitute “**Apple Books Volume Content**.” App Store Volume Content and Apple Books Volume Content are collectively included within the definition of ‘Volume Content’ as set forth in Section 10(M) of the Agreement.

**B.** You agree that Institution’s use of the Volume Content Service and the Volume Content will be subject to the Agreement (including, for sake of clarity, this Volume Content Service Addendum), as well as the Apple Media Services Terms and Conditions (<http://www.apple.com/legal/internet-services/itunes/>), which are hereby incorporated by reference (collectively, “**Terms**”). In the event of any conflict or inconsistency, the Agreement shall control over the Apple Media Services Terms and Conditions.

**C.** You agree that You will only use an Administrator account with appropriate privileges to purchase, manage and distribute Volume Content from the Volume Content Service.

**2. APP STORE CONTENT SALES**

**A.** The Volume Content Service is available to You only in the country, territory or region where Your Institution is domiciled (the “**Territory**”).

**B.** Content Codes for App Store Content may only be distributed to, and redeemed by, your Authorized Users in the Territory. However, App Store Volume Content may be assigned via Managed Distribution (as defined below) to your Authorized Users in any country where such App Store Volume Content is commercially available, subject to change at any time.

**C.** Your use of the Volume Content Service for the purchase of App Store Content is solely with the App Store in the Territory, and any subsequent downloads or assignments shall not create a separate agreement or sales transaction between you and any other Apple entity. You agree that you shall not use the Volume Content Service to circumvent the laws of any country or restrictions set forth by providers of the Volume Content.

**3. PAYMENTS, TAXES, AND REFUND POLICY**

**A.** You agree that Institution will pay for all Volume Content purchased through Institution’s account, that You or any other purchaser on Institution’s account are authorized to make such purchases on behalf of Institution, and that Apple may store and charge Your payment method for

any Volume Content purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with Your account. You are responsible for the timely payment of all fees and for providing Apple with a valid payment method for payment of all fees. All fees will be billed to the payment method You designate during the registration process, or as updated in accordance with the Terms.

**B.** You agree to provide and maintain accurate and complete billing and payment information for Your Institution, as requested to complete purchases.

**C.** Your total price will include the price of the Volume Content plus any applicable transaction taxes (sales tax, value added tax, good and services tax or similar) based on the bill-to address and the transaction tax rate in effect at the time of purchase. We will charge tax only where digital goods are taxable. You understand and agree that You shall be responsible for determining and paying any taxes or levies resulting from Your assignment of Volume Content to Authorized Users in territories other than the Territory in which Your Institution is domiciled.

**D.** If Your order is placed on behalf of a tax-exempt organization or individual, please contact Support at <https://support.apple.com/business-education-programs>. Please be prepared to provide proof of tax exemption status.

**E.** Prices for Volume Content offered via the Volume Content Service may change at any time, and the Volume Content Service does not provide price protection or refunds in the event of a price reduction or promotional offering.

**F.** All Volume Content sales are final. The foregoing notwithstanding, if Volume Content becomes unavailable following a transaction but prior to initial download, Your sole remedy is a refund. Should such refund be granted, Apple reserves the right to disable unused Content Codes (as defined below) and also the ability to assign App Store Content via Managed Distribution (as defined below). If technical problems prevent or unreasonably delay delivery of Your Volume Content, Your exclusive and sole remedy is either reissuance of Volume Content licenses or refund of the price paid, as determined by Apple.

**G.** If Your Institution is located in Taiwan, You are required to provide Your Unified Business Number to Apple upon request.

**H.** If Your Institution is located in the Philippines, You represent that You are either (i) a government agency (inclusive of public schools) or (ii) engaged in business (inclusive of private schools). If Your Institution is engaged in business, You are required to provide Your Philippine Taxpayer Identification Number to Apple upon request.

#### **4. VOLUME CONTENT BALANCE**

**A.** Unused balances for Volume Content are not redeemable for cash and cannot be returned for a cash refund (except as required by law), resold, used to purchase Apple gift cards, or used in Apple retail stores.

**B.** Unused balances for Volume Content purchased in Your Territory may be redeemed through the Volume Content Service only in Your Territory.

**C.** Apple is not responsible for lost or stolen balances for Volume Content. Apple reserves the right to close accounts and request alternative forms of payment if a purchase for Volume Content is fraudulently obtained or used on the Volume Content Service.

**D.** APPLE, AND ITS LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO YOUR BALANCE FOR VOLUME CONTENT, VOLUME CONTENT, CONTENT CODES, OR THE VOLUME CONTENT SERVICE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS MAY NOT APPLY TO YOU.

## 5. AUDIT RIGHTS

**A.** As Apple may audit the purchases of customers through the Volume Content Service to ensure that only eligible purchases have been ordered and that all purchase conditions and usage rules have been observed (including, for clarity, the provisions hereof), You agree to keep complete and accurate records of all uses of the Volume Content You purchased. Should an audit disclose after delivery (or should Apple otherwise discover) that You made an ineligible purchase at the time You placed Your order or that You have not observed all of the conditions applicable to Your purchase, Apple may:

- i. Disable Your Managed Apple Account;
- ii. If You placed Your order by credit card, charge to Your credit card the difference between the amount You paid for the delivered goods via the Volume Content Service and the price that Apple charged the general public for the same goods (subject to Section 5(B) below), in effect on the date that You placed Your order; and
- iii. If You paid by a means other than credit card, (a) invoice You for the difference between the amount that You paid for the delivered goods via the Volume Content Service and the price that Apple charged the general public for the same goods (subject to Section 5(B) below), payable in fifteen days from the date of the invoice, and (b), should You fail to pay the invoice when due, institute legal action against You in accordance with Section 10(H) of the Agreement, with the prevailing party entitled to attorneys' fees.

**B.** Should Apple not offer the specific products that You purchased via the Volume Content Service, Your payment method will be charged or You will be invoiced the difference between the amount You paid for the delivered goods via the Volume Content Service and the price that Apple charged the general public for the closest equivalent goods, in effect on the date that You placed Your order.

**C.** Apple shall have the right to request supplementary information and audit relevant records to confirm Your compliance with the Terms.

## 6. VOLUME CONTENT AVAILABILITY

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

## 7. METHODS OF CONTENT DISTRIBUTION

**A.** Volume Content may be distributed to Your Authorized User (in each case, subject to, and as further specified in, Sections 8 and 9 below):

- i. via distribution of alphanumeric codes generated by Apple ("**Content Codes**") which are redeemable in the App Store for specific App Store Content, or in Apple Books for specific Apple Books Content;
- ii. via assignment of Volume Content to a specific Apple Account or Managed Apple Account associated with Your Authorized Users ("**User Assignment**");
- iii. for App Store Volume Content only, via assignment directly to a unique iOS, watchOS, iPadOS, macOS, tvOS, or visionOS device owned or controlled by You or Your Authorized User ("**Device Assignment**"; and each of User Assignment and Device Assignment, a "**Managed Distribution**"), in which case (a) separate purchases must be made for each unique device (i.e., a single license may not be simultaneously shared by multiple devices); and (b) You shall be deemed the "end-user" for purposes of any end user license agreements, terms of use, or other agreements engaged by Your Authorized Users relating to any App Store Volume Content;

**B.** Solely as an accommodation to You, Apple agrees to permit You to (1) use a single Content Code to sync App Store Content to multiple devices, up to the number of codes You have purchased (instead of having to redeem a separate code), provided You agree to sync no more copies than the number of codes You purchased; and (2) purchase multiple copies of the same Apple Books Content and distribute them for redemption by Authorized Users. These accommodations may only be available for a limited period of time, and Apple makes no guarantee regarding the availability of these accommodations in the future.

## **8. CONTENT CODE DISTRIBUTION**

**A.** For purchases, Apple may provide You with Content Codes in the quantity You specify when making Your purchase, each of which may be redeemed (i) in the App Store for specific App Store Volume Content purchased; or (ii) in Apple Books for specific Apple Books Volume Content purchased. The Content Codes shall be provided to You electronically via email upon execution of Your purchase and such Content Codes shall immediately become active for redemption by Your Authorized Users and shall not expire, subject to availability. You and/or Your Authorized Users may redeem the Content Code only in accordance with the Terms. Each Content Code for App Store Volume Content must be redeemed to an Apple Account owned and controlled by Your Institution or by one of Your Authorized Users. Each Content Code for Apple Books Volume Content must be redeemed to an Apple Account owned or controlled by the Authorized User. YOU UNDERSTAND AND AGREE THAT THE OWNER OF THE REDEEMING APPLE ACCOUNT WILL BECOME (i) FOR APP STORE VOLUME CONTENT, THE LICENSEE OF THAT COPY OF THE CONTENT; AND (ii) FOR APPLE BOOKS VOLUME CONTENT, THE OWNER OF THAT COPY OF THE CONTENT, AND SHALL BE ENTITLED TO ALL ASSOCIATED RIGHTS. SUCH LICENSES OR CONTENT ARE NON-TRANSFERABLE.

**B.** You may distribute the Content Codes only to Your Authorized Users and You agree to make the following Authorized User Terms and Conditions, as applicable for the purchased content type, readily available on the instrument used to distribute the Content Codes (e.g. certificate, card, email): <https://www.apple.com/legal/internet-services/itunes/giftcards/ww/>.

## **9. MANAGED DISTRIBUTION (USER ASSIGNMENT AND DEVICE ASSIGNMENT)**

Upon completion of Your purchase of Volume Content, You will be entitled to assign to Your Authorized User: (i) specific Apple Books Volume Content that You have purchased, in the quantity selected, via User Assignment; or (ii) specific App Store Volume Content that You have purchased, in the quantity selected, either via User Assignment or Device Assignment; provided, that Your Authorized Users must have (i) a valid Apple Account or Managed Apple Account (subject to acceptance of the Terms), and compatible hardware, software and Internet access; and (ii) accepted Your invitation, issued via an MDM solution, to associate their Apple Account or device (if applicable) with Your Institution. This entitlement will not expire, subject to availability of the specific products.

## **10. ADDITIONAL RESTRICTIONS; ACKNOWLEDGMENTS**

**A.** You may not resell or accept any form of compensation in exchange for distribution of Volume Content nor may You distribute or authorize distribution of the Volume Content to anyone other than Your Authorized Users. You shall be solely responsible for Your use of the Volume Content, and for any loss or liability to the content provider or Apple therefrom.

**B.** You may not export Volume Content for use outside of the Territory, nor represent that You have the right or ability to do so. You may, however, assign App Store Volume Content to Authorized Users outside of the Territory solely to the extent permitted by these Terms.

**C. You may not use the Apple Books Volume Content in a library-type lending scenario. YOU UNDERSTAND AND AGREE THAT THE OWNER OF THE APPLE ACCOUNT TO WHICH**

**AN APPLE BOOKS PRODUCT IS ASSIGNED WILL BECOME THE OWNER OF THAT PRODUCT AND SHALL BE ENTITLED TO ALL ASSOCIATED RIGHTS, SUBJECT TO THE TERMS. SUCH PRODUCTS ARE NON-TRANSFERABLE.**

**D.** You will retain ownership of App Store Volume Content regardless of whether it has been assigned to an Authorized User's Apple Account, Managed Apple Account or a specific device ID. You may revoke the assignment and re-assign the App Store Volume Content to another Authorized User or device ID subject to certain service limitations. Once You have revoked an assignment from a particular user or device, that user or device will no longer be authorized to use the App Store Volume Content.

**E.** You acknowledge that risk of loss and transfer of title for the Volume Content pass to You upon electronic transmission to You. Apple reserves the right to close any and all applicable Apple Accounts and request alternative forms of payment if Apple determines the Volume Content is fraudulently obtained or used.

**F.** By using the Volume Content Service, You agree that you are acquiring Volume Content for use by You and your Authorized Users on Your behalf.

## **11. ADDITIONAL LIABILITY DISCLAIMER**

APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE VOLUME CONTENT SERVICES OR THE VOLUME CONTENT, OR ANY CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR AUTHORIZED END USERS.