

## TERMS AND CONDITIONS



- A. ITUNES STORE, MAC APP STORE, APP STORE, AND IBOOKS STORE TERMS OF SALE
- B. ITUNES STORE TERMS AND CONDITIONS
- C. MAC APP STORE, APP STORE AND IBOOKS STORE TERMS AND CONDITIONS



THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE ITUNES STORE, MAC APP STORE, APP STORE, AND IBOOKS STORE SERVICES ("SERVICES").



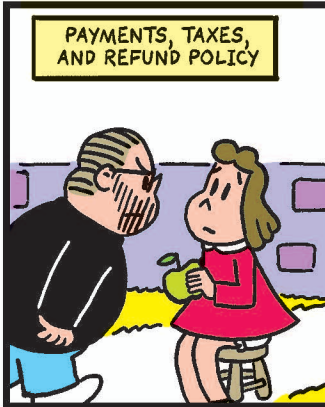
TO AGREE TO THESE TERMS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE" AND DO NOT USE THE SERVICES.



**A. ITUNES STORE, MAC APP STORE, APP STORE, AND IBOOKS STORE TERMS OF SALE**



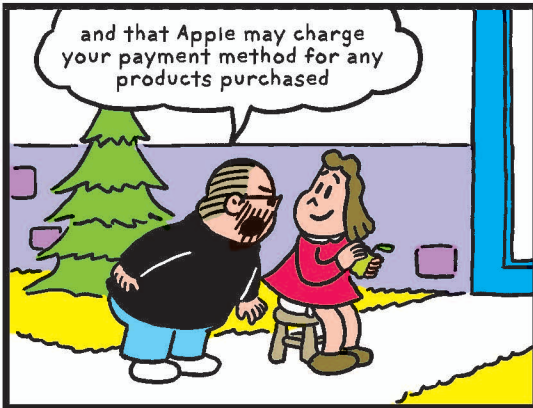
**PAYMENTS, TAXES, AND REFUND POLICY**



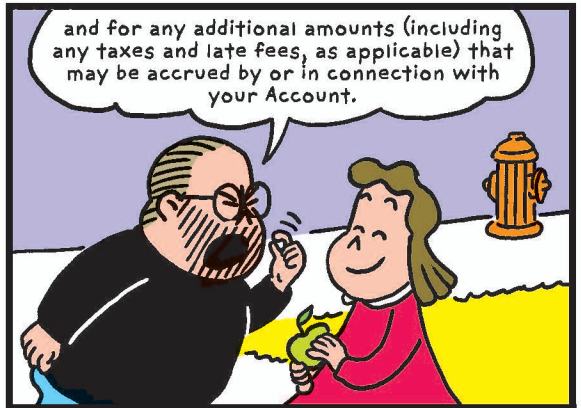
You agree that you will pay for all products you purchase through the Services,



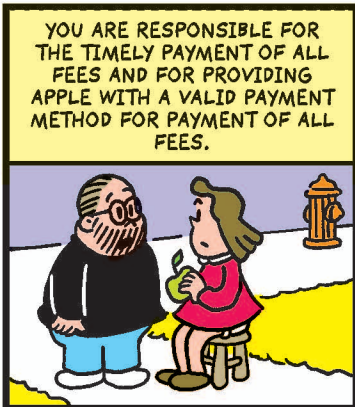
and that Apple may charge your payment method for any products purchased



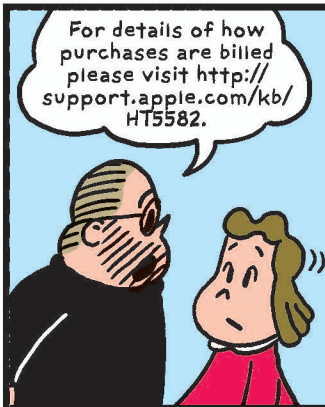
and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account.



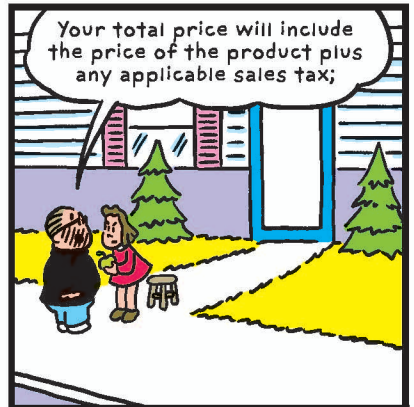
**YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING APPLE WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES.**



For details of how purchases are billed please visit <http://support.apple.com/kb/HT5582>.



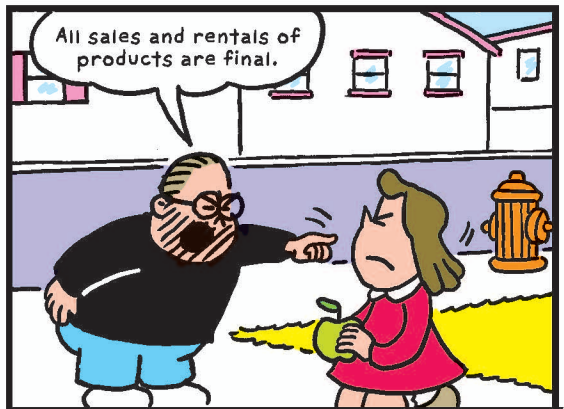
Your total price will include the price of the product plus any applicable sales tax;



such sales tax is based on the bill-to address and the sales tax rate in effect at the time you download the product. We will charge tax only in states where digital goods are taxable.



All sales and rentals of products are final.



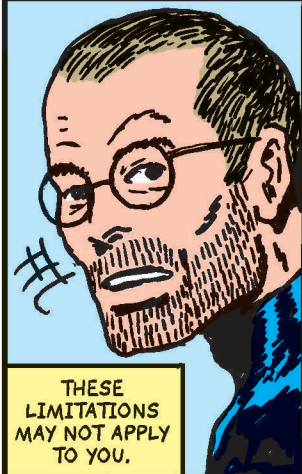
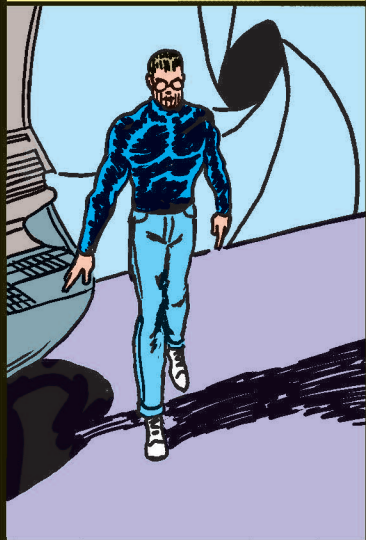
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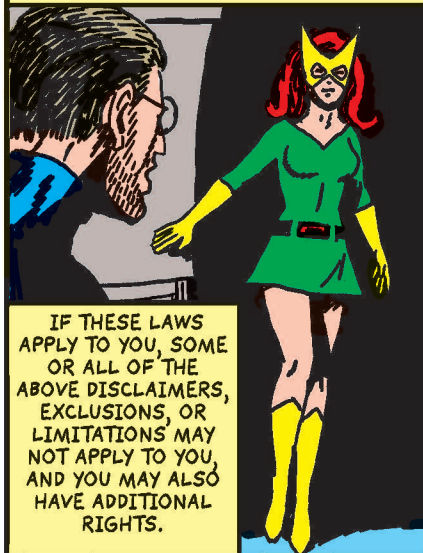
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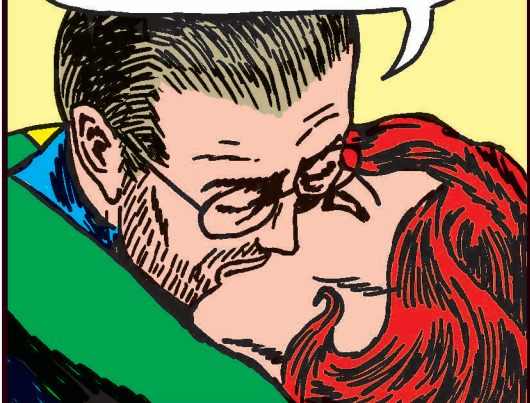


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#### GIFTS

Gifts purchased from the Services may be purchased only for, and redeemed only by, persons in the United States, its territories, and possessions.

Gift recipients must have compatible hardware and parental control settings to utilize some gifts.



#### ELECTRONIC CONTRACTING

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

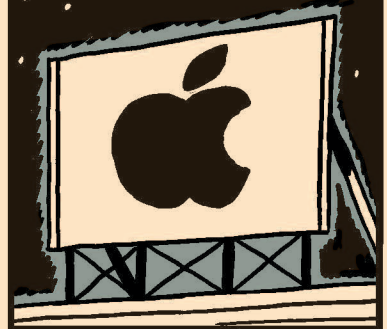


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As a condition to accessing your Account or a Service on a non-Apple-branded device or computer, you agree to all relevant terms and conditions found in this Agreement,



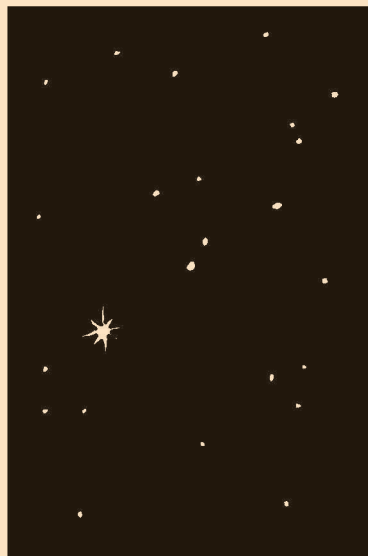
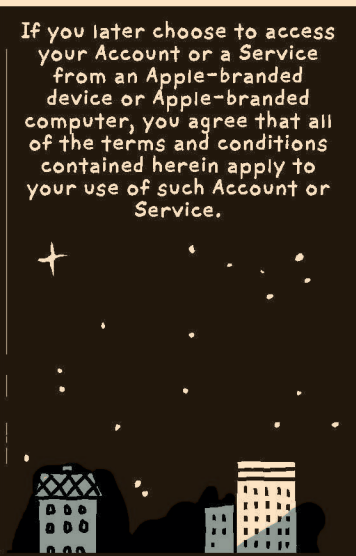
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Once you opt in to the Genius feature, you will be able to create Genius playlists on Genius-capable devices.

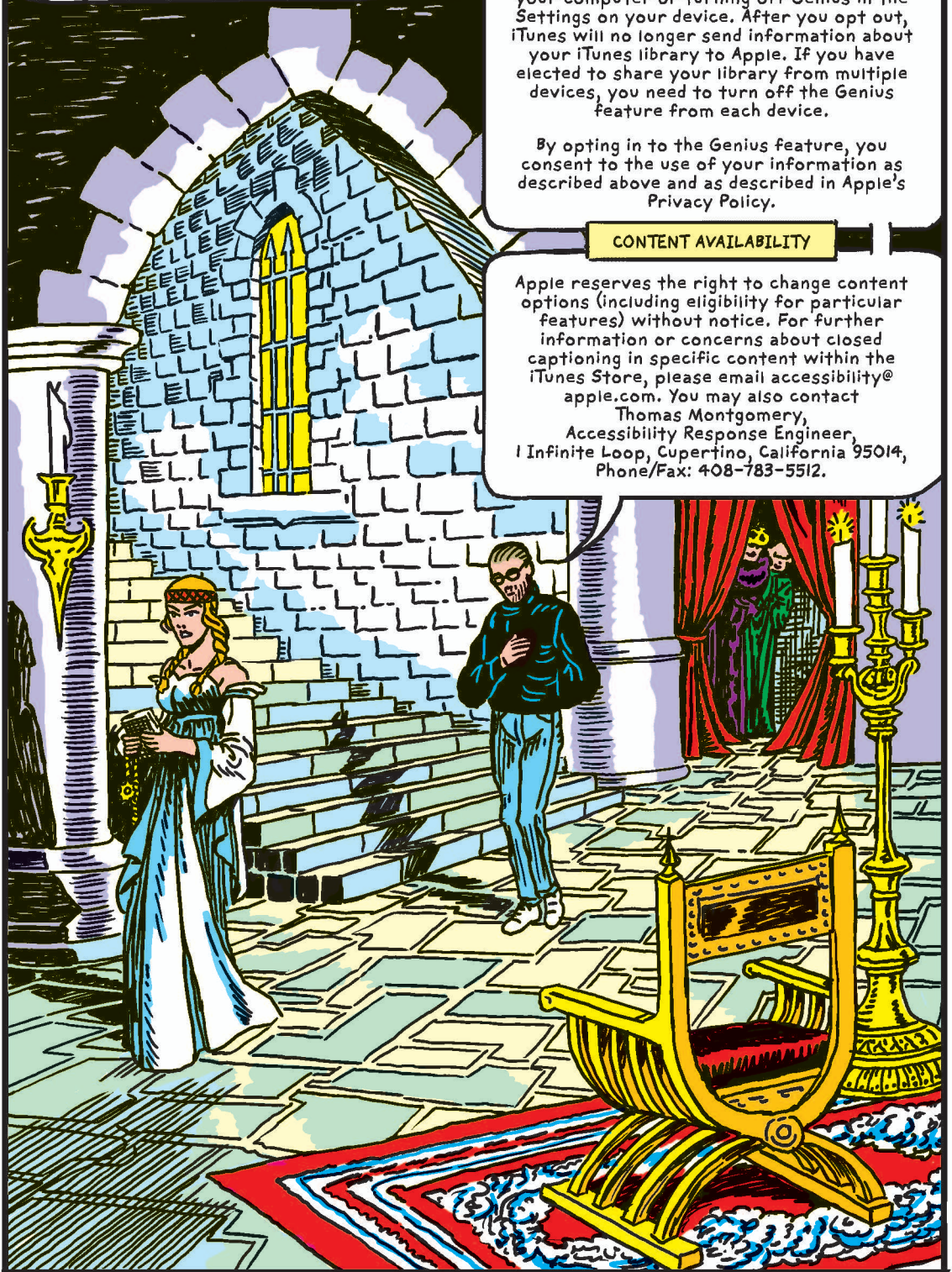
If you prefer that we do not collect and use information from your iTunes library in this manner, you should not enable the Genius feature. You can revoke your opt-in choice at any time by turning off the Genius feature from the Store menu in iTunes on your computer or turning off Genius in the Settings on your device. After you opt out, iTunes will no longer send information about your iTunes library to Apple. If you have elected to share your library from multiple devices, you need to turn off the Genius feature from each device.

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

#### CONTENT AVAILABILITY

Apple reserves the right to change content options (including eligibility for particular features) without notice. For further information or concerns about closed captioning in specific content within the iTunes Store, please email [accessibility@apple.com](mailto:accessibility@apple.com). You may also contact

Thomas Montgomery,  
Accessibility Response Engineer,  
1 Infinite Loop, Cupertino, California 95014,  
Phone/Fax: 408-783-5512.



IMPORTANT SAFETY INFORMATION

To avoid muscle, joint, or eye strain during your use of the products offered through the iTunes Service, you should always take frequent breaks, and take a longer rest if you experience any soreness, fatigue, or discomfort.

A very small percentage of people may experience seizures or blackouts when exposed to flashing lights or patterns, including but not limited to while playing video games or watching videos.



Symptoms may include dizziness, nausea, involuntary movements, loss of awareness, altered vision, tingling, numbness, or other discomforts.



Consult a doctor before using the products offered through the iTunes Service if you have ever suffered these or similar symptoms, and stop using such products immediately and see a doctor if they occur during your use of such products. Parents should monitor their children's use of the products offered through the iTunes Service for signs of symptoms.

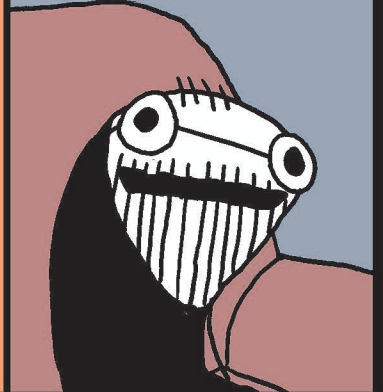
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