

Terms and conditions of sale and use 1. Area of application

1.1 These General Terms of Sale and Use apply as of right between POSTOCARDS and any visitor or user of the service (hereinafter, a "User") offered on Postocards sites or any other domain name operated by the brand, as well as on Postocards applications or any other application marketed by the brand (hereinafter together, the "Site").

They can be accessed and printed at any time by a direct link to the bottom of the Site page.

POSTOCARDS offers its Users an online service that allows the editing, publication, digital preservation and sending of personalized postcards/photos, via the Site (hereinafter, the "Services").

1.2 The sale can take place all over the world. 2. Operator of Site and Services

The Site and Services are operated by the company ISLAND CENTRAL LLP, a company with limited responsibilities.

CENTRAL ISLAND can be contacted at the following contact information, including for any complaints: Email: admin@postocards.com, Info@postocards.com

3. Access to the Site and Services

3.1 Legal capacity

The Site and Services are accessible:

To any natural person with the full legal capacity to commit under these terms and conditions. The natural person who does not have full legal capacity can access the Site and Services only with the consent of his legal representative.

To any legal person acting through a natural person with the legal capacity to contract on behalf of and on behalf of the corporation.

4. Acceptance of terms and conditions

The acceptance of these terms and conditions is materialized by a check box in the registration form. This acceptance can only be full and complete. Any conditional membership is considered null and void. Users who do not agree to be bound by these terms and conditions must not access the Site or use the Services.

5. Registration on the Site

5.1 The use of the Services requires the User to register on the Site, via his personal Facebook account, or by creating a personal account by filling out the form provided for this purpose. The User must provide all information marked as mandatory. Incomplete registration will not be validated.

Registration automatically leads to the opening of an account in the user's name (hereinafter: the "Account"), giving them access to a personal space (hereinafter: the "Personal Space" that allows him to manage his use of the Services in a form and in the technical means that POSTOCARDS deems most appropriate to make those Services.

The User ensures that all the information he gives in the registration form is accurate, up-to-date and sincere and is not tainted by any misleading character.

It undertakes to update this information in its Personal Space in case of changes, so that it always corresponds to the above criteria.

The User is informed and accepts that the information entered for the purpose of creating or updating his Account is worth proof of his identity. The information entered by the user engages it as soon as it is validated.

5.2 Users can access their Personal Space at any time and identify themselves using their login ID and password.

The User undertakes to personally use the Services and not to allow any third party to use them for him or her, except to bear full responsibility for them.

It is equally responsible for maintaining the confidentiality and security of its ID and password, as any access to the Site using them is deemed to be carried out by the User. The User should immediately contact POSTOCARDS at the details mentioned in Article 2 of these articles if he notices that his Account has been used without his knowledge. It recognizes POSTOCARDS' right to take all appropriate measures in such cases.

In the user profile are available the fields to fill out for legal people. An invoice will be sent automatically by email for each order made.

Appendix - Retraction Form

(Please complete and return this form only if you wish to withdraw from the contract.) Attention:

POSTOCARDS
info@postocards.com or admin@postocards.com

6. Description of Services and Products

6.1 Services allow editing, publication, digital retention and the sending of personalized postcards/photos by the User from the Site by post.

6.2 Their front is composed of a photograph of a personal image of the User downloaded from his computer, smartphone, tablet or via SITE. The back consists of the message addressed to the recipient of the postcard and, for the cards sent by post, the contact information of the recipient. Various options will be available to beKer customize the postcard.

6.3 The recipient of the card may be domiciled in any country in the world.

6.4 POSTOCARDS prints and deposits cards at the postal service within a maximum of 72 hours excluding weekends and holidays. Except in cases of force majeure.

6.5 Postcards are rectangular 10 by 15 cm.

6.6 In order to use the Services, you must have access to the Internet. The User must have any necessary hardware, including a computer, tablet or smartphone or any other connection tool, to ensure this connection to the Internet and the download of digital data, files and photographs.

6.7 Any Account inactive for five (5) years following its last use will be deactivated, resulting in the removal of available Credits, the use of which is described in the article "Credits".

6.8 POSTOCARDS reserves the possibility of offering any other Service it deems useful, in a form and according to the technical features and means that it will consider most appropriate to render those Services.

7. Order

7.1 The User orders Services over the Internet, by logging into their Account (hereinafter, a "Command"). Once on his account, he selects the desired products and makes the payment, by bank card, via the system offered on the Site.

7.2 POSTOCARDS cannot be held responsible for any failures that occur during the Order process.

7.3 Any order reached to POSTOCARDS is deemed firm and final. It is the subject of an email acknowledgement. In the absence of receipt of the latter, the User should contact POSTOCARDS at the contact details mentioned in Article 2.

7.4 The User can cancel an Order by contacting POSTOCARDS at the address listed in Article 2, as long as the postcard has not been completed.

The User will no longer be able to change the address of sending a postcard.

7.5 Any Order expressly implies full adherence to these General Terms of Sale and Use that prevail over all other conditions. By validating the orders, the user accepts the full terms and conditions.

7.6 The order validation date is the date of online credit card payment.

8. Price - Payment

8.1 The prices of the Services sold are those listed on the Site on the day of the Order.

8.2 POSTOCARDS reserves the right to change its prices at any time but undertakes to apply the current rates that will have been indicated to the User at the time of registration of its Order. The prices of the Services are, by default, expressed in euros, all taxes included, including delivery fees. However, they may also be expressed in the country's national currency where the order is placed

8.3 Payments are made by credit card. Payments are made via secure systems ensuring that the information transmitted is encrypted by software and that no third party can read it during transport on the network. POSTOCARDS does not have access to these contact information.

8.4 The Order is validated and processed by POSTOCARDS upon confirmation of payment.

POSTOCARDS reserves the right to suspend or cancel any execution of an Order, regardless of its nature and level of execution, in the event of default or partial payment of any amount owed by the User, in the event of a payment incident, or in the event of fraud or attempted fraud relating to the use of the Site, including in previous orders.

8.5 If the User has credits on his Account worth several postcards (hereinafter, "Credits"), his Orders are counted from his Credits.

8.6 Single postcards are not refundable.

I hereby notify you of my retraction of the contract for the provision of services below: Registration on the POSTOCARDS SITE on:

User's name:

User's address:

Signature of the User:

User number:

(only if this paper form is notified)

Date:

9. Credits

9.1 The User has the option to subscribe to Credits (group purchases) worth several postcards, allowing him to access more attractive prices for sending postcards, compared to the price of sending cards individually.

9.2 Credit rates are degressive depending on the amount of cards purchased.

9.3 The value of the Credits depends on the type of card sent:

Sending a standard postcard to a recipient - a Credit;

9.4 When the same card is sent to multiple recipients, as many Credits are deducted as from card recipients.

Users can use their Credits on the condition that they log in at least once every twelve (12) months to their Account.

9.5 If he has not logged in for 12 months and still has Credits on his Account, POSTOCARDS will contact the User with one (1) month's notice to inform him of the need to log into his Account and/or use his Credits. After twelve (12) months without connecting to his Account, the User's Credits are deleted.

9.8 Credits are attached to one Account and cannot be transferred to another Account.

9.9 However, it is possible for a User to offer Credits via gift card, via their Account.

Gift cards are sent directly after payment. On each of them there is a code to insert into the application or on the Site to get the Credits.

Each code is unique and can only be used once by the recipient.

10. Sponsorship

10.1 It is possible for a User to sponsor a future user, via his Account, in order to introduce him to the Services.

10.2 POSTOCARDS reserves the possibility of offering sponsorship offers that it deems useful, in a form and according to the technical features and means it will consider most appropriate.

11. Delivery

11.1 Paid Services are delivered to the address of the recipient indicated in the Order, by postal services in France and internationally.

11.2 The time it takes to receive the card can vary from 2 to 21 working days from the time the order is validated. The time mentioned is an average time, depending on the destination.

Exceeding this deadline may not result in any cancellation of the Order, no reduction in the price paid by the User, and no payment for damages.

11.3 POSTOCARDS reserves the right to refuse to make a delivery or honor an Order from a User who has not fully or partially paid a previous Order or with whom a payment dispute would be under administration.

11.4 Postcards will, as a matter of principle, be enveloped, POSTOCARDS reserves the right to add a promotional label to publicize its products.

12. Printing and technical limitations

Printing a card is done on digital presses. Our impressions can be made in amalgam (i.e. grouped with work of other clients), or realized unamalgamated. The User fully accepts the technical constraints associated with this type of printing:

- face-to-face shaping tolerances of about 2 mm

Print tolerances per face of about 2 mm

Slight colour variations

In the case of reprinting, even from identical files, the color rendering can never be 100% identical. POSTOCARDS cannot be blamed for defects in printing, colorimetry, police, high, text-hung, image conversions, assuming these defects are present on the User's files. With regard to the printing of cards with ID-card-sized photos, the rules for identity or passport photos are such that Postcards cannot guarantee that ID-sized photos are compliant in all cases.

13. Right of retraction

If the User is a natural person who uses the Services outside of any professional activity and for his private purposes, he is informed that he has a right of withdrawal of a period of 14 (fourteen) days from his registration on the Site. It may exercise this right by sending to POSTOCARDS the contact details mentioned in Article 2, before the expiry of the aforementioned period, the form contained in the Appendix of these terms and conditions or any other statement, unambiguous, expressing its willingness to retract.

The User is, however, expressly informed and accepts that, if he sends a postcard according to the terms and conditions of Articles 6 and 7, before the expiration of the above deadline,

POSTOCARDS will then have fully implemented its Services before the end of the withdrawal period. Accordingly, the User expressly waives, in this case, his right of withdrawal, which cannot therefore be exercised.

14. User Bonds

Without prejudice to the other obligations provided here, the User undertakes to comply with the following obligations.

14.1 The User undertakes, in his use of the Services, to respect the laws and regulations in force and not to infringe the rights of third parties or public order.

It is solely responsible for the proper completion of all administrative, tax and/or social formalities and all payments of dues, taxes or taxes of any kind that it owes, if any, in connection with its use of the Services. POSTOCARDS cannot be liable in this regard.

14.2 The User expressly undertakes to provide POSTOCARDS with sincere and genuine information about him. This information, transmitted as part of the Orders, is indeed necessary for the processing, sending and tracking of orders. POSTOCARDS is authorized to record and use, by computer processing, the information provided by the User. POSTOCARDS will be able to send mail or electronic mail to anyone who has provided their contact information and have consented to it.

14.3 The User acknowledges that he has become aware of the characteristics and constraints, including technical ones, of all the Services. It is solely responsible for its use of the Services.

14.4 The User undertakes to make strictly personal use of the Services. As a result, it prohibits the transfer, grant or transfer of all or part of its rights or obligations under these rights or obligations to a third party in any way.

14.5 The User undertakes to provide POSTOCARDS with all the information necessary to ensure the smooth running of the Services. More generally, the User undertakes to cooperate actively with POSTOCARDS in order to carry out these cases.

14.6 The User is solely responsible for the content of any kind (editorial, graphic, photographic or other, including the name and/or image possibly chosen by the User to identify it on the Site, as well as the photos and texts used for postcards) that he disseminates within the framework of the Services (hereinafter referred to as "Contents").

It guarantees POSTOCARDS that it has all the rights and permissions necessary to broadcast these Content.

It undertakes that such Contents be lawful, do not infringe on public order, morals or the rights of third parties, do not violate any legislative or regulatory provisions and, more generally, are in no way likely to jeopardize the civil or criminal liability of POSTOCARDS.

The User thus refrains from broadcasting, in particular and without this list being exhaustive:

Pornographic, obscene, indecent, offensive or unsuitable content for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist, Counterfeit Content,

Content that is infringing in the image of a third party,

Content that is deceptive, misleading or that offers or promotes illegal, fraudulent or deceptive activities,

Content harmful to third-party computer systems (such as viruses, worms, Trojans, etc.),

- and more generally Content that may infringe the rights of third parties or be harmful to third parties in any way and form.

14.7 The User undertakes that each person represented on these Contents has given their consent for the use and dissemination of their image. Only single reproduction is allowed for the user's strictly private use. Any further reproduction, distribution, transmission or publication without the prior consent of the rights holders is prohibited.

POSTOCARDS reserves the right to terminate access to the User Service transmitting Content Disputed Without any prior procedure.

14.8 The User acknowledges that the Services offer him an additional, non-alternative, solution to send postcards and that this solution cannot replace the other means that the User may otherwise have to achieve the same objective.

14.9 The User must take the necessary steps to safeguard by his own means the information of his Personal Space which he deems necessary, of which no copy will be provided to him.

14.10 The User is informed and accepts that the implementation of the Services requires that it be connected to the internet and that the quality of the Services depends directly on that connection, for which it is solely responsible.

15. Guarantee

The User guarantees POSTOCARDS against any complaints, claims, actions and/or claims that POSTOCARDS may suffer as a result of the violation by the User of any of its obligations or guarantees under these terms and conditions.

It undertakes to compensate POSTOCARDS for any harm it would suffer and to pay it any costs, charges and/or convictions it may have to bear as a result.

16. Prohibited behaviour

16.1 It is strictly forbidden to use the Services for the following purposes:

The conduct of illegal, fraudulent or infringing activities on the rights or security of third parties, Violation of public order or violation of applicable laws and regulations,

Intrusion into a third party's computer system or any activity likely to harm, control, interfere, or intercept all or part of a third party's computer system, violating its integrity or security,

Sending unsolicited emails and/or prospecting or soliciting commercially, Manipulations designed to improve the referencing of a third-party site,

Aid or inducement, in any form and in any way, to one or more of the acts and activities described above,

- and more generally any practice that diverts services for purposes other than those for which they were designed.

16.2 Users are strictly prohibited from copying and/or diverging the concept, technologies, all or part of the data or any other element of the POSTOCARDS Site for their or third party purposes.

16.3 Are also strictly prohibited: (i) any behaviour likely to interrupt, suspend, slow or prevent the continuity of services, (ii) any intrusions or attempted intrusions into POSTOCARDS systems, (iii) any diversion of the Site's system resources, (iv) any actions likely to impose a disproportionate burden on the site's infrastructure, (v) any breaches of security and authentication measures, (vi) any acts likely to infringe the financial, commercial or moral rights and interests of POSTOCARDS or users of its Site, and finally more generally (vii) any breach of the present terms and conditions.

16.4 It is strictly forbidden to monetize, sell or grant all or part of the access to the Services or the Site, as well as to the information that is hosted and/or shared there.

17. Sanctions for breaches

In the event of the User's breach of an essential obligation arising from these terms and conditions, POSTOCARDS reserves the right to suspend or terminate its access to all or part of the Services, with immediate effect, by letter, fax or email. The resolution takes effect as of right on the date posted by POSTOCARDS of the written address to the User under this clause. It automatically and without prior notice the deletion of the User's Account, without prejudice to the other consequences possibly induced under these terms and conditions.

18. POSTOCARDS liability and warranty

18.1 POSTOCARDS undertakes to provide the Services diligently and in accord with the rules of art, being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Users expressly acknowledge and accept.

18.2 POSTOCARDS does not guarantee users (i) that the Services, subject to constant research to improve performance and progress, will be completely free of errors, defects or defects, (ii) that the Services, being standard and by no means offered solely to a given User according to its own personal constraints, will respond specifically to its needs and expectations.

18.3 In any event, the liability liable to POSTOCARDS under these cases is expressly limited to the only proven direct damage suffered by the User.

18.4 POSTOCARDS cannot be held responsible for delays, disruptions to postal services, transport and/or communication, or in the event of force majeure that would defeat or delay the handing over of the cards.

POSTOCARDS cannot be held responsible for a delay in delivery or a loss of the card that is not directly attributable to it. The delivery messages mentioned on the Site are only indicative and may be subject to change.

No damage related to the transport of the cards will jeopardize the contractual responsibility of POSTOCARDS.

18.5 Cards transmitted under the Service are private correspondence, and POSTOCARDS therefore has no prior control over messages or photographs and other content sent.

Accordingly, POSTOCARDS cannot be held responsible for Content, the authors of which are third parties, any possible claim to be directed primarily to the author of the Content in question. Content harmful to a third party may be notified to POSTOCARDS under the terms of the country's law or POSTOCARDS at its head office, with POSTOCARDS reserving to take the

measures described in the article "Sanctioning Breaches" and to transmit such Content to the authorities.

Files stored, used and transmitted as part of the Service are the sole responsibility of the User. Therefore, only the User of the service will assume both civil and criminal responsibility for the content transmitted via the Service. The User refrains from storing, downloading or sending any data that is prohibited, illegal, contrary to morals, decency, or public order and which infringes or is likely to infringe the rights of third parties.

18.6 POSTOCARDS cannot be held responsible by a third party in the event of misuse of the Service, especially if the User sends an excessive amount of postcards.

POSTOCARDS cannot be held responsible for the indirect harm that the User may suffer when the Service is provided or used. The parties acknowledge that, among other things, any moral, commercial or financial harm and any action directed against the User by a third party are considered to be indirect harm, as this list is not exhaustive.

18.7 Cards can be sent to unwanted recipients if the address indicated at the time of the Order is not correct. In this case, POSTOCARDS cannot be held responsible.

18.8 The User undertakes to reimburse POSTOCARDS for any claim, claim or conviction signed as a result of non-compliance with these Terms of Use and/or messages sent via the Service.

18.9 POSTOCARDS reserves the right, at any time, to change or permanently modify or discontinue all or part of the Service without having to inform Users beforehand. POSTOCARDS cannot be held liable against Users or any third party for any change, suspension or interruption of the Service.

In addition, POSTOCARDS undertakes to carry out regular checks to verify the operation and accessibility of the Site. As such, POSTOCARDS reserves the ability to temporarily interrupt access to the Site for maintenance reasons. Similarly, POSTOCARDS cannot be held responsible for the temporary difficulties or impossibility of access to the Site which would originate from circumstances outside it, force majeure, or which would be due to disruptions of telecommunications networks.

18.10 THE responsibility of POSTOCARDS cannot be incurred for any inconvenience or damage inherent in the use of the Internet network and totally outside the stagecoaches and precautions taken by POSTOCARDS. In particular, any disruption in the provision of the service, or any external intrusion or presence of computer viruses, cannot be the responsibility of POSTOCARDS.

18.11 The quality of the prints of the photographs on the front of the postcards depends on the equipment and cameras used. The User agrees that the rendering of the photos on the paper card is less clear than on his screen. POSTOCARDS cannot therefore be held responsible for the poor quality of the photograph that would be due to the User's material. POSTOCARDS could no longer be held responsible for the poor quality of the photo print due to poor quality or poor resolution of the photo uploaded as part of the service.

19. Intellectual property

Systems, software, structures, infrastructures, databases and content of any kind (texts, images, visuals, music, logos, trademarks, database, etc.) operated by POSTOCARDS within the Site are protected by all intellectual property rights or rights of existing database producers. All disassemblies, decompilations, decryptions, extractions, reuses, copies and more generally, any acts of reproduction, representation, dissemination and use of any of these elements, in whole or in part, without the permission of POSTOCARDS are strictly prohibited and may be prosecuted.

20. Personal data

POSTOCARDS has a privacy policy, the features of which are spelled out in the "Privacy Charter" document, which the User is expressly invited to read

21. Duration of Services

The Services are underwritten indefinitely.

The User can opt out of the Services at any time, by sending a request to POSTOCARDS by email, to the contact details mentioned in Article 2.

The opt-out is effective within a maximum of 7 (seven) days from this request. It automatically deletes the User Account.

22. Changes

POSTOCARDS reserves the right to amend these terms and conditions at any time.

The User will be informed of these changes by any useful means.

Users who do not accept the amended terms and conditions must opt out of the Services under the terms of the "Service Duration, Dissubscription" section.

Any User who uses the Services after the amended terms and conditions come into effect is deemed to have accepted these changes.

23. Language

In the event of a translation of these terms and conditions into one or more languages, the language of interpretation will be the French language in the event of a contradiction or dispute over the meaning of a term or provision.

24. Applicable law and jurisdiction

These terms and conditions are governed by Luxembourg law.

In the event of a challenge to the validity, interpretation and/or enforcement of these terms and conditions, the parties agree that the Luxembourg courts will have sole jurisdiction to judge them, unless there are mandatory rules of procedure to the contrary.

25. Convention of Evidence

The User expressly acknowledges and accepts:

(i) that the data collected on the POSTOCARDS Site and computer equipment demonstrate the reality of the operations that have taken place in these contexts,

(ii) that this data is the primary form of evidence admitted between the parties, particularly for the calculation of amounts due to POSTOCARDS.

The user can access this data in his User account.

Apple Pay Platform
Web Merchant Terms and Conditions
Purpose

These Terms and Conditions set forth the rights and obligations of Apple and You as they relate to Your use of the Apple Pay Platform to conduct transactions from or through Your Websites. These Terms and Conditions may be modified by Apple from time to time, and Your continued use of the Apple Pay Web APIs and Apple Pay Platform will be deemed acceptance of such updated Terms and Conditions.

1. Accepting these Terms and Conditions; Definitions

1.1 Acceptance

In order to use the Apple Pay Web APIs and Apple Pay Platform, You must first accept these Terms and Conditions. If You do not or cannot accept these Terms and Conditions, You are not permitted to use the Apple Pay Web APIs or Apple Pay Platform. Do not download or use the Apple Pay Web APIs or Apple Pay Platform in that case. You accept and agree to the terms of these Terms and Conditions on Your own behalf and/or on behalf of Your company, organization, educational institution, or agency, instrumentality, as its authorized legal representative, by using, or continuing to use, the Apple Pay Web APIs or Apple Pay Platform.

1.2 Definitions

Whenever capitalized in these Terms and Conditions:

“**Affiliates**” mean any other corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other business entity that controls, is controlled by, or is under common control with an entity, where “control” means that the entity 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.

“**Apple Marketing Guidelines**” means the guidelines set forth at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html> (or any successor URL), the Apple Pay Identity Guidelines for iOS Developers available at <https://developer.apple.com/apple-pay/Apple-Pay-Identity-Guidelines.pdf> (or any successor URL), the Apple Pay Merchant Marketing Guide as provided to You by Apple, plus any additional marketing and use guidelines provided by Apple in writing (including all amendments to any of the foregoing as may be furnished from time to time by Apple to You).

“**Apple Marks**” means all trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to Apple anywhere in the world that are identified on *Exhibit A* attached hereto.

“**Apple Metrics**” means any metrics (in any format or context) regarding the usage, performance, or transaction-level information relating to the Apple Pay Platform (including without limitation the number and dollar value of transactions completed from or through Websites).

“**Apple Pay Payload**” means a customer data package passed through the Apple Pay Platform and Apple Pay Web APIs as part of a payment transaction (e.g., name, email, billing address, shipping address, and device account number).

“**Apple Pay Platform**” means the payment platform that utilizes Apple Technology to enable end-users to make payments using credit, debit, and prepaid cards and other physical, digital or virtual payment cards, credentials, or account access devices and access other related services using Apple Products designated by Apple or its Affiliates, as the same may be modified, rebranded or substituted from time to time by Apple.

“**Apple Pay Web APIs**” means the application programming interface(s) published by Apple (including any updates to or subsequent versions thereof) that enable end-users to initiate payment transactions using the Apple Pay Platform from a Website, and include other payment-related functionality as described in the Documentation.

“**Apple Pay Web Guidelines**” means the “Apple Pay on the Web: Acceptable Use Guidelines” set forth at <https://developer.apple.com/go/?id=apple-pay-guidelines> (or any successor URL), as the same may be updated from time to time.

“**Apple Product**” means any Technology, product or service distributed under an Apple Mark, or used internally by Apple or an Apple Affiliate.

“**Apple Technology**” means (a) the Apple Pay Web APIs, Apple Pay Platform, and any Updates that Apple may make available to You under these Terms and Conditions; or (b) any other Technology (and all Intellectual Property therein or thereto) that Apple or its Affiliates owned,

conceived, reduced to practice, authored, or otherwise created or developed prior or subsequent to the Effective Date of these Terms and Conditions.

“Applicable Laws” means all laws (including common law), legal or administrative codes, statutes, ordinances, regulations, judgments, writs, injunctions, rulings or orders, decrees and orders of any Governmental Authority.

“Comparable Platform” means any software that enables the use of personal electronic devices to make contactless, mobile or online transactions (including transactions involving or accessing loyalty, rewards and stored value features).

“Documentation” means any technical or other specifications or documentation that Apple may provide to You for use in connection with the Apple Pay Web APIs.

“Effective Date” means the date on which You accept these Terms and Conditions in accordance with Section 1.1.

“Governmental Authority” means any domestic or foreign, federal state or local government, any political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, regardless of form, including any agency, bureau, court, tribunal, or other instrumentality.

“macOS” means the macOS operating system software, including any successor versions thereof.

“Merchant Marks” means all trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to You and Your Affiliates anywhere in the world.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, trust, unincorporated organization, Governmental Authority or other entity.

“Personal Data” means any personally identifiable information or any personal financial information relating to an end-user or other personal data.

“Platform Provider” means any e-commerce platform provider (a) engaged to develop and test Websites on behalf of You or Your Affiliates pursuant to a separate written agreement between You and such provider (the *“Provider Agreement”*); and (b) has an active and valid Apple developer account with Apple.

“Program” has the meaning set forth in Section 2.

“Safari” means Apple’s web browser product distributed under the name Safari (or any successor thereto).

“Technology” means any information, designs, drawings, specifications, schematics, software programs (including source and object codes), manuals and other documentation, data, databases, technical or business processes, methods of operation, or methods of production.

“Unauthorized Transaction” means any transaction initiated by a Person who is not authorized to make a transaction from or through a Website, including without limitation, any fraudulent transaction.

“Updates” means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases or versions of the Apple Pay Web APIs or Apple Pay Platform, or to any part thereof.

“Website” means an e-commerce website developed by or on behalf of You, under Your name, trademark or brand, that runs in Safari on macOS and integrates with the Apple Pay Platform using the Apple Pay Web APIs.

“You” and **“Your”** means and refers to the individual(s) or legal entity that has accepted these Terms and Conditions pursuant to Section 1.1 above and that is using the Apple Pay Web APIs and the Apple Pay Platform or otherwise exercising rights under these Terms and Conditions.

2. Program. Subject to the terms and conditions set forth in these Terms and Conditions, Apple shall make the Apple Pay Web APIs available to You to the extent required for You to initiate payment transactions using the Apple Pay Platform from or through Your Websites (the *“Program”*).

3. Apple Pay Web APIs & Apple Pay Platform

3.1 Ownership. Apple retains all rights, title, and interest in and to the Apple Technology. You agree to cooperate with Apple to maintain Apple's ownership of the Apple Technology, and, to the extent that You or Your Affiliates become aware of any claims relating to the Apple Technology, You agree to use reasonable efforts to promptly provide notice of any such claims to Apple. The parties acknowledge that these Terms and Conditions do not give Apple any ownership interest in Your Websites.

3.2 License Grant to Apple Pay Web APIs. Subject to the terms and conditions of these Terms and Conditions, Apple hereby grants to You during the Term, a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to use and incorporate the Apple Pay Web APIs into Your Websites solely for the purpose of facilitating Apple Pay Platform transactions that are made from or through Your Websites.

3.3 Use Restrictions. The license granted pursuant to this Section 3 is expressly conditioned upon Your and Your Affiliates' compliance with all of the following requirements:

(a) Except as expressly permitted in these Terms and Conditions, or otherwise agreed upon with Apple in writing, You and Your Affiliates may not, and may not enable others to, (i) rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense the Apple Pay Web APIs or Apple Pay Platform, in whole or in part; (ii) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of the Apple Pay Web APIs or Apple Pay Platform, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by Applicable Law or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code included with the Apple Pay Web APIs); or (iii) use any Apple Pay Web APIs or the Apple Pay Platform for any purpose not expressly permitted under these Terms and Conditions;

(b) You agree not to exploit the Apple Pay Web APIs or Apple Pay Platform, or any part thereof, in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity, or by harvesting or misusing data provided by such Apple Pay Web APIs or the Apple Pay Platform;

(c) You must retain and reproduce in full the Apple copyright, disclaimers and other proprietary notices (as they appear in the Apple Pay Web APIs and Documentation provided) in all copies of the Apple Pay Web APIs and Documentation that You are permitted to make under these Terms and Conditions;

(d) You must comply with the Apple Pay Web Guidelines;

(e) Your Websites must:

i. not use the 'CanMakePaymentWithActiveCard' API, except for the sole purpose of (i) displaying the "Apple Pay" button upstream; (ii) presenting the Apple Pay Platform as a default payment option or as a payment option in checkout when no other mobile payment options are available on the Websites; or (iii) enabling users to set up the Apple Pay Platform. In addition, You must offer the Apple Pay Platform as a payment option on Your Websites whenever another mobile payment method is present if a user has a device capable of supporting the Apple Pay Platform;

ii. not contain any malware, malicious or harmful code, or other internal component (e.g. computer viruses, trojan horses, "backdoors"), which could damage, destroy, or adversely affect Apple hardware, software or services, or other third party software, firmware, hardware, data, systems, services, or networks;

iii. not interfere with security, user interface, user experience, features or functionality of Safari, macOS, or other Apple Products;

iv. not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like, including, but not limited to, those that are intended to notify the user that the user's location data, address book data, calendar, photos, audio data, and/or reminders are being collected, transmitted, maintained, processed or used, or intended to obtain consent for such use; or

v. if any Website includes any Public Software, You shall comply with all licensing terms applicable to such Public Software. You

shall not use, or authorize the use of, any Public Software in the development of the Websites in such a way that would cause the non-Public Software portions of the Apple Pay Web APIs or Apple Pay Platform to be subject to any Public Software licensing terms or obligations.

(f) All information provided by You to Apple or Your end-users in connection with these Terms and Conditions or Your Websites, will be current, true, accurate, supportable and complete and, with regard to information You provide to Apple, You will promptly notify Apple of any changes to such information. Further, You agree that Apple may share such information (including email address and mailing address) with third parties who have a need to know for purposes related thereto (e.g., intellectual property questions, customer service inquiries, etc.).

(g) To the extent that You access or receive an Apple Pay Payload, You will use the Apple Pay Payload solely to process the end-user payment transaction and for other uses that You disclose to the end-user, and only in accordance with Applicable Law.

(h) If Apple makes available new versions of the Apple Pay Web APIs for any reason, including without limitation to address a security breach or security vulnerability regarding Personal Data, update the customer experience, or provide additional features or functionality, then You agree to update all of Your Websites to incorporate such new version within a reasonable time period.

(i) To the best of Your knowledge and belief, Your Websites do not and will not violate, misappropriate, or infringe any Apple or third party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (e.g., musical composition or performance rights, video rights, photography or image rights, logo rights, third party data rights, etc. for content and materials that may be included in Your Websites).

(j) You shall not disadvantage or discriminate against Apple relative to other Comparable Platforms with respect to the display and availability the Apple Pay Platform from or through the Websites. For the avoidance of doubt, the "Apple Pay" button must be displayed as a payment option on Your Websites on parity with any other Comparable Platform. In addition, You will not process or decline transactions, establish transaction, authentication, or other limits applicable to Websites, or implement, suspend, or discontinue Websites in a manner that discriminates against transactions on the basis of their participation in the Program.

Any attempt to do so is a violation of the rights of Apple and its licensors. If You or Your Affiliates breach any of the foregoing restrictions, You may be subject to prosecution and damages. All licenses not expressly granted in these Terms and Conditions are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise.

3.4 Apple Pay Platform.

(a) You and Your Affiliates shall access the Apple Pay Platform only through the Apple Pay Web APIs and only for use on Apple Products in accordance with the Documentation. You may not use the Apple Pay Platform in any manner that is inconsistent with the terms of these Terms and Conditions. Except as permitted herein, You shall not, and shall not enable others to, share access to the Apple Pay Web APIs for the use of the Apple Pay Platform with any third party. Further, You agree not to create or attempt to create a substitute or similar service through use of or access to the Apple Pay Web APIs or Apple Pay Platform.

(b) You shall not charge any fees to end-users solely for access to or use of the Apple Pay Platform from or through the Websites or for any content, data or information provided therein, and You shall not sell access to the Apple Pay Platform in any way. You shall not fraudulently create any end-user accounts or induce any end-user to violate the terms of their applicable end-user terms or service agreement with Apple. Except as expressly set forth herein, You shall not interfere with an end-user's ability to access or use the Apple Pay Platform.

(c) The Apple Pay Platform may not be available in all languages or in all countries, and Apple makes no representation that the Apple Pay Platform would be appropriate, accurate or available for use in any particular location or product.

3.5 Updates; No Support or Maintenance.

(a) Apple may extend, enhance, or otherwise modify the Apple Pay Web APIs or Apple Pay Platform (or any part thereof), including removing any feature or functionality thereof, at any time without notice, but Apple shall not be obligated to provide You or Your Affiliates with any Updates to the Apple Pay Web APIs or Apple Pay Platform. You acknowledge that Apple has no express or implied obligation to announce or make available any Updates to the Apple Pay Web APIs or

Apple Pay Platform to anyone in the future. If Updates are made available by Apple, the terms of these Terms and Conditions will govern such Updates, unless the Update is accompanied by a separate license in which case the terms of that license will govern. You understand that such Updates may require You to change or update Your Websites at Your own expense. Further, You acknowledge and agree that such Updates may affect Your or Your Affiliates' ability to use, access, or interact with the Apple Pay Web APIs and Apple Pay Platform.

(b) Apple is not obligated to provide any maintenance, technical or other support for the Apple Pay Web APIs or Apple Pay Platform. Apple makes no guarantees to You in relation to the availability or uptime of the Apple Pay Web APIs or Apple Pay Platform, and Apple is not obligated to provide any maintenance, technical or other support related thereto.

(c) Apple does not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed in connection with the Apple Pay Platform. To the extent You choose to use the Apple Pay Platform with Your Websites, You are responsible for Your reliance on any such data or information. It is Your responsibility to maintain appropriate alternate backup of all content, information and data, including but not limited to any content that You may provide to Apple in connection with the Apple Pay Web APIs or Apple Pay Platform.

4. Platform Providers. Unless otherwise prohibited by Apple, You may employ or retain a Platform Provider to assist You in using and incorporating the Apple Pay Web APIs into Websites pursuant to these Terms and Conditions, provided that any such Platform Provider's use of the Apple Pay Web APIs or any materials associated therewith is done solely on Your behalf and only in accordance with a separate written agreement between Apple and such Platform Provider. In the event of any actions or inactions by the Platform Provider that would constitute a violation of these Terms and Conditions or otherwise cause any harm, Apple reserves the right to require You to cease using such Platform Provider. In connection with Your use of a Platform Provider, You authorize such Platform Provider to (a) provide certain reports that may contain data related to Your participation in the Program; and (b) disclose to Apple and its Affiliates information related to You and Your Websites in connection with these Terms and Conditions or the Program, including without limitation information about Your Websites and metadata (such disclosures referred to herein as "*Merchant Disclosures*"). You grant Apple the right and license to use any information described in (a) and (b) above for purposes of Apple (i) performing its obligations and exercising its rights under these Terms and Conditions, and (ii) improving the Apple Pay Platform or Program. You agree that Apple's use of such Merchant Disclosures will not be subject to any confidentiality obligations. Except as otherwise expressly set forth herein, Apple will be free to use and disclose any Merchant Disclosures on an unrestricted basis without notifying or compensating You.

5. Confidentiality.

5.1 Information Deemed Apple Confidential. You agree that Apple Metrics; any and all information related to the Apple Pay Platform that is obtained, generated or created by or on behalf of Apple will be deemed "Apple Confidential Information". Notwithstanding the foregoing, Apple Confidential Information will not include: (i) information that is generally and legitimately available to the public through no fault or breach of Yours, (ii) information that is generally made available to the public by Apple, (iii) information that is independently developed by You without the use of any Apple Confidential Information, or (iv) information that was rightfully obtained from a third party who had the right to transfer or disclose it to You without limitation.

5.2 Obligations Regarding Apple Confidential Information. You agree to protect Apple Confidential Information using at least the same degree of care that You use to protect Your own confidential information of similar importance, but no less than a reasonable degree of care. You agree to use Apple Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under these Terms and Conditions and agree not to use Apple Confidential Information for any other purpose, for Your own or any third party's benefit, without Apple's prior written consent. You further agree not to disclose or disseminate Apple Confidential Information to anyone other than: (i) those of Your employees and contractors, who have a need to know and who are bound by a written agreement that prohibits unauthorized use or disclosure of the Apple Confidential Information; or (ii) except as otherwise agreed or permitted in writing by Apple. You may disclose Apple Confidential Information to the extent required by Applicable Law, provided that You take reasonable steps to notify Apple of such requirement before disclosing the Apple Confidential Information and to obtain protective treatment of the Apple Confidential Information. You acknowledge that damages for improper disclosure of Apple Confidential Information may be irreparable; therefore, Apple is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

5.3 *Apple Metrics*. You shall not disclose Apple Metrics without Apple's prior written consent, including disclosures of metrics that do not specifically reference the Apple Pay Platform but enable recipients to reasonably infer Apple Confidential Information from such metrics. Notwithstanding the foregoing, Merchant may disclose overall mobile payments or other metrics that incorporate Apple Metrics where such Apple Metrics are not segregated or identified and cannot easily be discerned or inferred from the metrics shared by Merchant.

6. Data Protection. You and Your Affiliates shall (a) provide clear and complete information to users regarding Your or Your Affiliates' collection, use and disclosure of user data (including, at a minimum, a link to Your privacy policy from Your Websites); (b) take appropriate steps to protect Personal Data from unauthorized access, use or disclosure; and (c) comply with all Applicable Laws regarding privacy and data collection with respect to any collection, use or disclosure of Personal Data. If a user ceases to consent or affirmatively revokes consent for Your or Your Affiliates' collection, use or disclosure of his or her user data, You and Your Affiliates must promptly cease all such use. Furthermore, You shall not transmit any Personal Data in connection with Your Websites unless You use encryption to transmit such Personal Data. If Apple makes available new versions of the Apple Pay Web APIs to address a security breach or security vulnerability regarding Personal Data, then You agree to update all of Your Websites to incorporate such new version within a reasonable time period if requested to do so by Apple.

7. Marketing; Publicity

7.1 *Apple Marks*. Apple grants to You, during the Term, a personal, non-exclusive, non-sublicensable, non-transferrable, worldwide, royalty free, license to use the Apple Marks solely in accordance with the Apple Marketing Guidelines and solely for the purpose of accepting Apple Pay Platform transactions from or through Your Websites. You shall not use the Apple Marks in such a way as to suggest that Apple endorses or approves of Your Websites, or any products or services offered on Your Websites. All other rights in and regarding the Apple Marks, whether express or implied, are expressly reserved to Apple. In addition,

(a) You agree that the character and quality of all services offered on Your Websites in association with the Apple Marks shall comply with the Apple Marketing Guidelines, and that You will conduct Your business and operations associated with the Apple Marks in full compliance with all Applicable Laws and shall do nothing to bring disrepute to or in any manner impair or damage the Apple Marks or the goodwill associated therewith; and

(b) Apple reserves the right to review from time to time any and all Websites, and all other web pages, marketing and promotional materials, or other materials prepared or offered by You bearing the Apple Marks. In the event Apple reasonably determines that any use of the Apple Marks does not materially abide by the Apple Marketing Guidelines or is in violation of Applicable Laws, You agree that You will make the reasonable changes or revisions requested by Apple as soon as practicable.

7.2 *Merchant Marks*. You grant Apple and its Affiliates (and their agents and contractors acting on their behalf), during the Term, a personal, non-exclusive, non-sublicensable, non-transferable, worldwide, royalty-free, license to use, reproduce, and display the Merchant Marks as follows:

(a) in connection with the use and display of the Apple Pay Platform from or through Your Websites;

(b) in the marketing, advertising and promotion of the availability of the Apple Pay Platform in any medium, including the right to use screen shots of Your Websites and images of the Merchant Marks as they may be used in the Apple Pay Platform, including but not limited to use in instructional materials, training materials, marketing materials, and standard advertising in any medium; and

(c) in a publicly disclosed list of the Apple Pay Platform participants.

You shall be responsible for procuring all rights necessary for the presentation of any Merchant Marks.

7.3 *Ownership*. Apple retains its right, title and interest in the Apple Marks, and all associated goodwill. All goodwill arising from use of the Apple Marks by You or Your Affiliates will inure to the benefit of Apple. You and Your Affiliates will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or trademark that includes or incorporates any Apple Marks or any term confusingly similar to an Apple Mark. You retain Your right, title and interest in the Merchant Marks, and all associated goodwill. All goodwill arising from use of the Merchant Marks by Apple and its Affiliates will inure to the benefit of You. Apple and its Affiliates will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or trademark that includes or incorporates any Merchant Marks or any term confusingly similar to an Apple Mark.

8. Term and Termination

8.1 *Term*. This Agreement shall commence on the Effective Date and shall continue until the expiration or termination of the Provider Agreement (the “*Term*”), unless terminated earlier in accordance with Section 8.2.

8.2 *Termination*. Prior to the end of the Term, these Terms and Conditions and all rights and licenses granted by Apple hereunder and any services provided hereunder will terminate, effective immediately upon notice from Apple:

(a) if You or Your Affiliates fail to comply with any term of these Terms and Conditions other than those set forth below in this Section 8.2 and fail to cure such breach within thirty (30) days after becoming aware of or receiving notice of such breach;

(b) if You or Your Affiliates fail to comply with the terms of Apple Pay Web Guidelines;

(c) if You or Your Affiliates, at any time during the Term, commence an action for patent infringement against Apple;

(d) if You become insolvent, fails to pay Your debts when due, dissolves or ceases to do business, files for bankruptcy, or has filed against You a petition in bankruptcy; or

(e) if You engage, or encourage others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to these Terms and Conditions, including, but not limited to, misrepresenting Your Websites (e.g., engaging in payment fraud, etc.).

In addition, either party may terminate these Terms and Conditions for its convenience, for any reason or no reason, effective thirty (30) days after providing the other party with written notice of its intent to terminate.

8.3 *Effect of Termination*. Except as expressly permitted by Apple, upon termination or expiration of these Terms and Conditions, You will immediately (a) cease all use of the Apple Pay Web APIs and Apple Pay Platform and erase and destroy all copies, full or partial, of the Apple Pay Web APIs in Your or Your Affiliates’ possession or control; and (b) cease all use of the Apple Marks in connection with Your performance under these Terms and Conditions.

8.4 *Survival*. All terms and provisions of these Terms and Conditions, including any and all attachments, exhibits, addendums, schedules and amendments hereto, which by their nature are intended to survive any termination or expiration of these Terms and Conditions, shall so survive, including the provisions of Sections 1, 3.1, 7.3, 7, 8, 9, 10, 11 and 12 hereof shall survive termination and/or expiration of these Terms and Conditions. Apple will not be liable for compensation, indemnity, or damages of any sort as a result of terminating these Terms and Conditions in accordance with its terms, and termination of these Terms and Conditions will be without prejudice to any other right or remedy Apple may have, now or in the future.

9. Compliance. You shall comply with all Applicable Laws related to Your Websites and all goods or services offered through Your Websites.

10. Indemnification. To the extent permitted by Applicable Law, You agree to defend, indemnify, and hold Apple, its directors, officers, employees, independent contractors and agents (each an “*Apple Indemnified Party*”) harmless from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorneys’ fees and court costs (collectively, “*Losses*”), incurred by an Apple Indemnified Party and arising from or related to any of (a) You or Your Affiliates’ activities under these Terms and Conditions, including but not limited to any end-user claims regarding Your Websites and/or goods or services offered through Your Websites, (b) any claims that Your Websites or any content or images on Your Websites (whether alone or as an essential part of a combination) violate or infringe any third party intellectual property or proprietary rights; or (c) Apple’s permitted use of the Merchant Marks and other materials that You or Your Affiliates provide to Apple or its Affiliates under these Terms and Conditions; provided that Apple promptly notifies You of any such claim or proceeding in writing, tenders to You the right to defend or settle such claim or proceeding at its expense, and cooperates with You in defending or settling any such claim or proceeding. For the avoidance of doubt, You may not enter into any settlement or like agreement with a third party that affects Apple’s rights or binds Apple in any way, without the prior written consent of Apple.

11. Limitation of Liability; Disclaimers.

11.1 *Transaction Verifications*. You or, if applicable, or Your Platform Provider shall be solely responsible for verifying the validity of transactions completed using the Apple Pay Web APIs prior to the delivery of any goods or services to an end-user. Apple will not be liable for You or, if applicable, or Your Platform Provider’s failure to verify the validity of such transactions.

11.2 *No Apple Liability for Unauthorized Transactions*. You acknowledge that Apple has no responsibility to check that the Apple Pay Platform or the Program allow it to evidence that

transactions made on the Apple Pay Platform from or through Your Websites have been duly authorized. Apple shall not be liable in any event for any Unauthorized Transactions made by end-users from or through Your Websites.

11.3 *No Warranty*. The Apple Pay Web APIs or Apple Pay Platform may contain inaccuracies or errors that could cause failures or loss of data and it may be incomplete. Apple and its licensors reserve the right to change, suspend, remove, or disable access to the Apple Pay Web APIs or Apple Pay Platform (or any part thereof) at any time without notice. In no event will Apple or its licensors be liable for the removal of or disabling of access to any Apple Pay Web APIs or the Apple Pay Platform. Apple or its licensors may also impose limits on the use of or access to certain Apple Pay Web APIs or the Apple Pay Platform, or may remove the Apple Pay Web APIs or Apple Pay Platform (or any part thereof) for indefinite time periods or cancel the Apple Pay Web APIs or Apple Pay Platform (or any part thereof) at any time and in any case and without notice or liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLE PAY WEB APIS AND APPLE PAY PLATFORM IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE APPLE PAY WEB APIS AND APPLE PAY PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE, APPLE'S AGENTS AND APPLE'S LICENSORS (**COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 11.3 AND 11.4**) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLE PAY WEB APIS AND APPLE PAY PLATFORM, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLE PAY WEB APIS OR APPLE PAY PLATFORM, THAT THE APPLE PAY WEB APIS OR APPLE PAY PLATFORM WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE PAY WEB APIS OR APPLE PAY PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS OR ERRORS IN THE APPLE PAY WEB APIS OR APPLE PAY PLATFORM WILL BE CORRECTED, OR THAT THE APPLE PAY WEB APIS OR APPLE PAY PLATFORM WILL BE COMPATIBLE WITH FUTURE APPLE PRODUCTS, SERVICES OR SOFTWARE OR ANY THIRD PARTY SOFTWARE, APPLICATIONS, OR SERVICES, OR THAT ANY INFORMATION STORED OR TRANSMITTED THROUGH ANY APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM WILL NOT BE LOST, CORRUPTED OR DAMAGED. YOU ACKNOWLEDGE THAT THE APPLE PAY WEB APIS AND APPLE PAY PLATFORM ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ERRORS, DELAYS, FAILURES OR INACCURACIES IN THE TRANSMISSION OR STORAGE OF DATA OR INFORMATION BY OR THROUGH THE APPLE PAY WEB APIS AND APPLE PAY PLATFORM COULD LEAD TO DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

11.4 *Limitation of Liability*. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, YOUR USE OR INABILITY TO USE THE APPLE PAY WEB APIS OR APPLE PAY PLATFORM, OR YOUR DEVELOPMENT EFFORTS OR PARTICIPATION IN THE PROGRAM, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. In no event shall Apple's total liability to You or Your Affiliates under these Terms and Conditions for all damages (other than as may be required by Applicable Law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00).

12. General Legal Terms.

12.1 Consent to Collection and Use of Data. In order to test, provide and improve Apple's products and services, and only if You choose to use the Apple Pay Web APIs to access the Apple Pay Platform, You acknowledge that Apple and its subsidiaries and agents may be collecting, using, storing, transmitting, processing and analyzing (collectively, "Collecting") diagnostic, technical, usage and related information from the Apple Pay Platform. Some of this information will be Collected in a form that does not personally identify You. However, in some cases, Apple may need to Collect information that would personally identify You, but only if Apple has a good faith belief that such Collection is reasonably necessary to: (a) provide the Apple Pay Platform; (b) comply with legal process or request; (c) verify compliance with the terms of these Terms and Conditions; (d) prevent fraud, including investigating any potential technical issues or violations; or (e) protect the rights, property, security or safety of Apple, its developers, customers or the public as required or permitted by law. **By accessing or using the Apple Pay Platform, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect any and all such information and use it as set forth in this**

Section. Further, You agree that Apple may share the diagnostic, technical, and usage logs and information (excluding personally identifiable information) with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Apple-branded products. Data collected pursuant to this Section 12.1 will be treated in accordance with Apple's Privacy Policy which can be viewed at <http://www.apple.com/legal/privacy>, and which is incorporated by reference into these Terms and Conditions.

12.2 Independent Development. Nothing in these Terms and Conditions will impair Apple's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with Your Websites or any other products, services or technologies that You may develop, produce, market, or distribute. These Terms and Conditions will not be construed as creating any other 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. These Terms and Conditions are not for the benefit of any third parties.

12.3 Assignment. These Terms and Conditions may not be assigned, nor may any of Your obligations under these Terms and Conditions be delegated, in whole or in part, by You by operation of law, merger, or any other means without Apple's express prior written consent and any attempted assignment without such consent will be null and void.

12.4 Severability. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of these Terms and Conditions shall continue in full force and effect to the maximum extent permitted by law.

12.5 Waiver. Failure by Apple to enforce any provision of these Terms and Conditions shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to these Terms and Conditions. Section headings are for convenience only and are not to be considered in construing or interpreting these Terms and Conditions.

11.6 Export Control. You may not use, export, re-export, import, sell or transfer the Apple Pay Web APIs except as authorized by United States law, the laws of the jurisdiction in which You obtained the Apple Pay Web APIs, and any other Applicable Laws. In particular, but without limitation, the Apple Pay Web APIs 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's Denied Persons List or Entity List or any other restricted party lists. By using the Apple Pay Web APIs, 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 Apple Pay Web APIs for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons.

12.7 Dispute Resolution; Governing Law. These Terms and Conditions, and any non-contractual obligations and the relationships between the parties arising out of or in connection with these Terms and Conditions, shall be governed by, construed, and take effect in accordance with the laws of the State of California law without regard to its choice of law principles. Any action or proceeding between the parties relating to these Terms and Conditions shall take place in County of Santa Clara in the State of California; both parties hereby waive any objection to personal jurisdiction or venue in any forum located in County of Santa Clara in the State of California.

These Terms and Conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. 12.8 *Entire Agreement*. These Terms and Conditions constitute the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral with respect to the subject matter hereof. Neither party has made any representations or promises to the other in connection with these Terms and Conditions or its subject matter that are not expressly set forth in these Terms and Conditions.

Exhibit A

Apple Marks

All use of the Apple Marks under these Terms and Conditions can be found at: [https://
developer.apple.com/apple-pay/Apple-Pay-Identity-Guidelines.pdf](https://developer.apple.com/apple-pay/Apple-Pay-Identity-Guidelines.pdf).