PLEASE READ THE FOLLOWING APPLE PAY PLATFORM WEB MERCHANT TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE PAY WEB APIS OR APPLE PAY PLATFORM. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE.

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 by providing written notice of such modifications to You (either directly or through a Platform Provider).

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 doing either of the following:

(a) checking the box displayed at the end of these Terms and Conditions if You are reading this on a Platform Provider's website or portal; or

(b) clicking an "Agree" or similar button, where this option is provided by a Platform Provider.

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 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 through a Platform Provider 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)   Provider shall 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)   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.

(g)   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.

5. 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.

6.   Marketing; Publicity

6.1   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.

6.2   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.

6.3   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.

7.   Term and Termination

7.1   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 7.2.

7.2   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 7.2 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.

7.3   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.

7.4   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, 6.3, 7, 8, 9, 10 and 11 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.

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

9. 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, and (b) 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.

10. Limitation of Liability; Disclaimers.

10.1   Transaction Verifications. You 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 Your or Your Platform Provider's failure to verify the validity of such transactions.

10.2   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.

10.3   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 10.3 AND 10.4**) 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.

10.4   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).

11.   **General Legal Terms**.

11.1   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 11.1 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.

11.2   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.

11.3   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.

11.4   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.

11.5   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.

11.7   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.

11.8   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