

PLEASE READ THE FOLLOWING APPLE DEVELOPER FORUMS AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE DEVELOPER FORUMS. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("APPLE"). SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY CLICKING THE "AGREE" BUTTON.

# Apple Developer Forums Agreement

## 1. License and Account

### 1.1 License

This Apple Developer Forums Agreement (the "**Agreement**") allows You to access and use one or more discussion forums that are hosted and made available by Apple to Apple developers through <http://developer.apple.com/forums> (the "**Apple Developer Forums**"). To enter into this Agreement and access and use the Apple Developer Forums, You must have entered into the terms of the Apple Developer Agreement. Apple is providing the Apple Developer Forums to You for the purpose of allowing You to engage in technical and other related developer discussions with other Apple developers ("**Participants**") and in some cases with Apple employees, related to development for Apple platforms and technology only. Subject to the terms and conditions of this Agreement, Apple grants You a non-exclusive, non-transferable, revocable right to access and use the Apple Developer Forums. No licenses to any Apple intellectual property rights, expressly or by implication, estoppel or otherwise, are granted by Apple under this Agreement.

### 1.2 Account

To use the Apple Developer Forums, You will need to create an account, including a username and password ("**Account**"). The username You create may not be inappropriate or offensive (e.g., impersonations of other users, persons or entities), may not contain website, email addresses or other contact information, or otherwise be inconsistent with the terms of this Agreement. You are responsible for all activity occurring under Your Account, and You agree to keep Your Account password confidential and not share it with others. When You sign in to Your Account and use various features of the Developer Forums, certain information may be collected by Apple. You can learn more by visiting the About Apple Developer Forums & Privacy. At all times Your information will be treated in accordance with Apple's Privacy Policy, which can be viewed at: <https://www.apple.com/legal/privacy/>.

## 2. Restrictions

You acknowledge and agree that You will not access, or attempt to access, the Apple Developer Forums other than through Your Account. You will not, and will not assist another person with, circumventing or otherwise tampering with security components (if any) of the Apple Developer Forums. Your use of the Developer Forums, including any Content submitted or posted by You, will be Your sole responsibility. You will comply with all applicable laws in Your use of the Apple Developer Forums. You agree not to submit or post Content that is confidential, including any third-party confidential information. You will not submit or post Content that is libelous, defamatory, indecent, harmful, harassing, intimidating, threatening, discriminatory, inflammatory, or offensive, or that is intended to promote or commit an illegal act. You agree not to exploit the Apple Developer Forums in any unauthorized way, including but not limited to, by trespass or burdening network capacity.

## 3. Usage Guidelines

Apple is committed to providing a respectful and harassment-free experience for everyone on the Developer Forums. You agree to comply with the Apple Developer Forum Usage Guidelines at <https://developer.apple.com/support/forums/> in connection with Your use of the Apple Developer Forums. Apple reserves the right to suspend or remove any Participant from the Developer Forums (or any part thereof) at any time in its sole discretion and without notice to You, including but not limited to Participants behaving in an inappropriate or disrespectful manner. Apple

reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify the Apple Developer Forum Usage Guidelines and Your continued use of the Apple Developer Forums will constitute Your acceptance of such updated Apple Developer Forum Usage Guidelines.

#### **4. Content**

The Apple Developer Forums may allow You to submit or post information, materials, data, text, images, documents, code, content or links to third party sites or third party content ("**Content**"). You agree that any Content You post is non-confidential. By posting Content, You grant Apple and its affiliates a perpetual, royalty-free, non-exclusive worldwide right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to the Content. If You provide any ideas, suggestions, or recommendations on this site regarding Apple's products, technologies or services ("**Feedback**"), Apple may use such Feedback and incorporate it in Apple products, technologies, and services without paying royalties and without any other obligations or restrictions. If You do not want to grant Apple the rights set out above, do not submit Your Content to the Developer Forums.

Apple retains the right, but not the responsibility, to edit or remove any Content, including those submissions or posts deemed by Apple to violate this Agreement. Apple will have no liability for editing, moving, removing, or continuing to permit the display of any Content. Apple may monitor Content posted by You or otherwise available on the Apple Developer Forums to investigate any reported or apparent violation of this Agreement, and may take any action that Apple deems appropriate, including, without limitation, under Apple's Intellectual Property policies (<http://www.apple.com/legal/intellectual-property/>). However, Apple makes no warranty to You that it will edit, remove, or continue to permit the display of any specific Content, whether or not subject to such allegations, and will have no liability whatsoever for editing, removing, or continuing to permit the display of any Content.

#### **5. Confidential Forums; Restricted Forums**

Apple may provide You with access to confidential or private restricted forums within the Apple Developer Forums for discussion of certain Apple Confidential Information or other information, such as the discussion of features or technical information about pre-release software or the discussion of pre-announced Apple products. For purposes of such confidential forums, Apple is providing a limited exception to Your confidentiality obligations under Your Apple Developer Agreement(s) (as defined below) by allowing You to discuss Apple Confidential Information that You have obtained from Apple under such agreement(s) with other Participants who are also on such confidential forums, but only within these confidential forums. Except for the limited purpose of discussions with other Participants within these confidential forums, You acknowledge and agree to protect the Apple Confidential Information as set forth in the Apple Developer Agreements, and to use such Apple Confidential Information solely as is expressly permitted under the Apple Developer Agreements. You acknowledge and agree that this Agreement does not grant You the right to copy, reproduce, publish, blog, disclose, transmit, or otherwise disseminate any Apple Confidential Information. In addition, You acknowledge and agree that certain Participants may not have access to the same Apple Confidential Information as You may have access to, and You agree not to disclose Apple Confidential Information on non-confidential Apple Developer Forums. For purposes of this **Section 5** and **Section 6**, "**Apple Developer Agreement(s)**" means the Apple Developer Agreement, Xcode and Apple SDK Agreement, Apple Developer Program License Agreement, Apple Developer Enterprise Program License Agreement, any applicable MFi agreements, and any other Apple developer agreements.

#### **6. Term and Termination**

This Agreement will commence on the date You first accept this Agreement and will continue to apply until terminated as set forth in this Section. If: (a) You fail, or Apple suspects that You have failed, to comply with any of the provisions of this Agreement or any of the Apple Developer Agreements, (b) there has been an extended period of inactivity in Your account, or (c) Your

Account is used by any third parties, then Apple may, in its sole discretion and effective immediately upon notice from Apple: (i) terminate this Agreement; (ii) suspend or remove Your access to the Developer Forums (or any part thereof); and (iii) delete Your Account and/or all related information and Content associated with Your Account (or any part thereof). Apple may also terminate this Agreement for its convenience, for any reason or no reason, upon written notice of its intent to terminate. Apple will not be liable to You or any third party for any termination of Your Account, or access to the Apple Developer Forums and Content. If You want to terminate the Agreement, You may do so by notifying Apple at any time, closing Your Account and ceasing all use of the Apple Developer Forums. Upon any termination of this Agreement, You shall promptly discontinue use of the Apple Developer Forums. The following sections of this Agreement shall survive any expiration or termination of the Agreement: the restrictions of **Section 2** and **Sections 4** through **10**.

## **7. Disclaimers**

APPLE DOES NOT PROMISE THAT THE APPLE DEVELOPER FORUMS, OR ANY INFORMATION, CONTENT, SERVICE OR FEATURE OF THE FOREGOING (COLLECTIVELY, THE “**SERVICE**” FOR PURPOSES OF **SECTIONS 7** AND **8**) WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SERVICE WILL PROVIDE SPECIFIC RESULTS. THE SERVICE IS DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. APPLE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SERVICE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES OR THAT ANY CONTENT POSTED WILL NOT BE OFFENSIVE, INDECENT OR OBJECTIONABLE. APPLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPLE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF SERVICE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST APPLE FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. Apple reserves the right to modify, suspend, or discontinue the Apple Developer Forums (or any part or content thereof) at any time without notice to You, and Apple will not be liable to You or to any third party should it exercise such rights, including for removing access to any Content.

## **8. 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 THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE, 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 under this Agreement 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).

## **9. Governing Law**

Any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Developer Forums, or Your relationship with Apple will take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law

concerning conflicts of law. Notwithstanding the foregoing, if You are an individual entering into this Agreement solely as part of Your employment for one of the entities listed below, then the following exceptions shall apply:

(a) If You are employed by an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the State of California will apply. Further, and notwithstanding anything to the contrary in this Agreement, all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28 U.S.C. §01346(a) and §31491), or the Federal Tort Claims Act (28 U.S.C. §§91346(b), 2401-2402, 2671-2672, 2674-2680), as applicable, or other applicable governing authority. For the avoidance of doubt, if You are an agency, instrumentality, or department of the federal, state or local government of the U.S. or a U.S. public and accredited educational institution, then Your indemnification obligations are only applicable to the extent they would not cause You to violate any applicable law (e.g., the Anti-Deficiency Act), and You have any legally required authorization or authorizing statute;

(b) If You are employed by a U.S. public and accredited educational institution or an agency, instrumentality, or department of a state or local government within the United States, then (a) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which Your entity is domiciled, except that body of state law concerning conflicts of law; and (b) any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in federal court within the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which Your entity is domiciled; and

(c) If You are employed by an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The place of arbitration shall be London, England; the language shall be English; and the number of arbitrators shall be three. Upon Apple's request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities.

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

## **10. Miscellaneous**

This Agreement constitutes the entire agreement between the parties with respect to Your participation in the Apple Developer Forums, unless otherwise agreed in by Apple in writing. Apple may send You notice with respect to the Apple Developer Forums by sending an email message to the email address listed in Your Account or by a posting on the Apple Developer Forums. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements. Notices will be deemed given when sent to You at the email address listed in Your account or when posted on the Apple Developer Forums. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement will bind Your successors but may not be assigned, in whole or part, by You without the written approval of an authorized representative of Apple. Any non-conforming assignment shall be null and void. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. No addition to or removal or modification of any of the provisions of this Agreement will be binding upon Apple unless made in writing and signed by an authorized representative of Apple.

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