

PLEASE READ THE FOLLOWING STOREKIT EXTERNAL PURCHASE ENTITLEMENT ADDENDUM TO THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE SOFTWARE OR APPLE SERVICES. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE AND ARE IN ADDITION TO THE TERMS OF THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT. IF YOU DO NOT OR CANNOT ACCEPT THIS STOREKIT EXTERNAL PURCHASE ENTITLEMENT ADDENDUM, YOU ARE NOT PERMITTED TO USE THE APPLE SOFTWARE OR SERVICES. IF YOU ARE ACCESSING THIS ADDENDUM ELECTRONICALLY, SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS ADDENDUM BY CLICKING THE “AGREE” BUTTON. IF YOU DO NOT AGREE TO THE TERMS OF THIS ADDENDUM, CLICK “DISAGREE”.

StoreKit External Purchase Entitlement Addendum for Apps in South Korea

(to the Apple Developer Program License Agreement)

This StoreKit External Purchase Entitlement Addendum for Apps in South Korea (“**Addendum**”) is in addition to the terms of the Apple Developer Program License Agreement (“**Developer Agreement**”). To enter into this Addendum, You must be a member in good standing of the Apple Developer Program and You must have entered into the current terms of the Developer Agreement. Defined terms not defined herein shall have the same meaning as set forth in the Developer Agreement.

1. Definitions

“**Alternative Billing System**” means a billing system for the sale of digital goods and services that does not use the In-App Purchase API.

“**Apple Materials**” means the Documentation, Entitlement Profile, and other materials provided by Apple to You, and which are incorporated by reference into the requirements of this Addendum.

“**Entitlement Profile**” means the entitlement profile that may be made available to You by Apple under this Addendum that permits use of an Alternative Billing System in Your Application for purchasing digital goods and services in accordance with the requirements of this Addendum.

“**StoreKit External Purchase App (KR)**” means Your Application that has been granted an Entitlement Profile.

“**StoreKit External Purchase APIs**” means the restricted Application Programming Interfaces (“APIs”) contained in the Apple Software or provided as web APIs that enable approved developers to use Apple’s StoreKit External Purchase APIs.

“**Transaction**” means the immediate and future sale of digital goods and services in Your StoreKit External Purchase App (KR) to End-Users in South Korea (including one-time purchases, subscriptions, and the associated auto-renewals) using an Alternative Billing System, including (a) any applicable taxes and (b) any adjustments for refunds, reversals and chargebacks.

“**Transaction Reports**” means reports of all Transactions for a fiscal month, in the form instructed by Apple and to Apple’s satisfaction.

2. Entitlement Profile, Licenses and Restrictions

2.1 You understand that You will need to request an Entitlement Profile on the Apple Developer Program web portal prior to use of an Alternate Billing System in Your Application. To obtain an Entitlement Profile, Your Application must:

- Be a new binary distributed solely in the South Korea storefront;
- Be made available only on iOS and/or iPadOS;
- Meet the requirements set forth in sections 4.2 and 4.4 of this Addendum;

- Not use the In-App Purchase API; and
- Meet all additional requirements provided in the Apple Materials.

2.2 You may use the Entitlement Profile only with the StoreKit External Purchase App (KR) for which You requested the Entitlement Profile and for which Apple approved the Entitlement Profile. You agree to submit true, accurate, and complete information to Apple regarding Your requested use of the StoreKit External Purchase Entitlement and APIs, and to update Apple according to instructions provided in the Apple Materials if any of Your information changes. Apple will review Your request and reserves the right to not provide You with the Entitlement Profile in its sole discretion, in which case You will not be able to use the StoreKit External Purchase Entitlement or StoreKit External Purchase APIs, and to revoke such Entitlement Profile, at any time in its sole discretion. Apple will not be liable to You for declining Your request for the StoreKit External Purchase Entitlement or to access the StoreKit External Purchase APIs even if You have agreed to this Addendum.

2.3 You acknowledge and agree that You will not use an Alternate Billing System in Your Application unless You have received an Entitlement Profile from Apple. If You receive an Entitlement Profile, then subject to the terms and conditions of this Addendum and the Developer Agreement, Apple hereby grants You during the Term a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

(a) distribute the Entitlement Profile to Your Authorized Developers for testing and developing Your StoreKit External Purchase App (KR); and

(b) use the Entitlement Profile with Your StoreKit External Purchase App (KR) solely on Authorized Test Devices, Registered Devices, and for submission to the App Store pursuant to **Section 6 (Application Submission and Selection)** of the Developer Agreement.

2.4 You agree to use, only through the use of the Entitlement Profile, an Alternate Billing System in Your StoreKit External Purchase App (KR) only as expressly permitted herein and in the Apple Materials. You agree not to use or attempt to use the Entitlement Profile in or with any of Your Applications not granted the Entitlement Profile or with any other developers' applications. For clarity, You may not use the Entitlement Profile with applications developed or distributed under any other Apple Developer agreements (e.g., the Apple Developer Enterprise Program License Agreement). You are permitted to use the Entitlement Profile only in connection with Your StoreKit External Purchase App (KR) developed or distributed under this Addendum and with Apple-branded products.

2.5 You further agree to keep updated the information You provided to Apple to obtain an Entitlement Profile, and acknowledge that changes may affect Your continued eligibility for an Entitlement Profile.

2.6 While in no way limiting Apple's other rights under the Developer Agreement, if Apple has reason to believe You or Your StoreKit External Purchase App (KR) have failed to comply with the requirements of this Addendum or the Developer Agreement, Apple reserves the right to revoke Your access to any or all of the StoreKit External Purchase APIs immediately upon notice to You; require You to remove Your Entitlement Profile from Your StoreKit External Purchase App (KR) and resubmit it; hide or remove Your StoreKit External Purchase App (KR) from the App Store; and/or to remove You from the Apple Developer Program.

3. StoreKit External Purchase Program Technical Requirements

You must meet the following technical requirements, as well as the requirements provided in the Apple Materials and the Program Requirements contained in **Section 3.3** of the Developer Agreement, as they may be modified by Apple from time to time.

3.1 You must call the SKStorefront API or storefront API and determine that the End-User is a user of the South Korea App Store prior to displaying any in-app payment flow using Your Alternative Billing System.

3.2 The in-app payment flow you provide for End-Users using the Alternative Billing System must

be a native experience within Your StoreKit External Purchase App (KR). The in-app payment flow cannot be served in a web view, and the user may leave Your StoreKit External Purchase App (KR) only if legally required to go to a website or another app to complete the purchase. Nor may the in-app payment flow contain any hidden, dormant, or undocumented payment functionality or behavior.

3.3 Prior to each instance listed in Section 3.4, You must surface to the End-User a disclosure regarding Your Alternative Billing System that comports with the requirements provided in the Apple Materials. You must provide this disclosure as follows:

- Apple released a StoreKit External Purchase API with iOS 15.4 and iPadOS 15.4 that provides the disclosure. This API also incorporates the functionality of the SKStorefront API or storefront API. For users on iOS 15.4 or iPadOS 15.4 and later, you must use this API to surface the disclosure.
- For users on earlier qualifying versions of iOS or iPadOS, You must provide the disclosure, and must attach to Your app submission in App Store Connect screenshots showing where Your StoreKit External Purchase App (KR) provides this disclosure.

3.4 You must provide the disclosure referenced in Section 3.3 prior to:

- Each payment flow where the End-User would make a purchase using Your Alternative Billing System, until the End-User has tapped “Continue” in Your StoreKit External Purchase App (KR), on a per-device basis.
- Each flow to enter payment information for Your Alternative Billing System, even if not for a specific purchase, until the End-User has tapped “Continue” in Your StoreKit External Purchase App (KR), on a per-device basis.

3.5 Prior to any payment flow where the End-User would make a purchase using Your Alternative Billing System, or any flow to enter payment information for Your Alternative Billing System, even if not for a specific purchase, You must do the following:

- Unless You are calling the StoreKit External Purchase API described in Section 3.3, call the SKStorefront API or storefront API and determine that the End-User is a user of the South Korea App Store; and
- Call the canMakePayments API and determine that the End-User may authorize payments.

3.6 If Your StoreKit External Purchase App (KR) is a new version of an Application that uses the In-App Purchase API, You must remove the Application that uses the In-App Purchase API from the App Store on iOS and/or iPadOS in South Korea before Your StoreKit External Purchase App (KR) can be approved for distribution.

3.7 Your use of any and all StoreKit External Purchase APIs shall follow the requirements set forth in this Addendum and the Apple Materials.

4. StoreKit External Purchase Program Commerce Requirements

You must meet the following External Purchase commerce requirements, as well as the requirements provided in the Apple Materials and the Program Requirements contained in **Section 3.3** of the Developer Agreement, as they may be modified by Apple from time to time.

4.1 Solely for the purpose of Transactions with End-Users in South Korea occurring under the terms of this Addendum, You act as the seller in Your own name and on Your own account and appoint Apple as Your service provider.

4.2 In order to use an Alternative Billing System under the terms of this Addendum, You must satisfy the following requirements:

- You must operate or have contracted with an established Payment Service Provider

(PSP) that meets the criteria for use in an Alternative Billing System set forth in the Apple Materials, which include providing privacy, security, and fraud prevention services consistent with industry standards; broad payment support; subscription billing capabilities with secure card storage and handling; and split payments, with the ability to pay commission directly to Apple at the developer's request;

- You must not store or transmit End-User payment information, unless You qualify as a PSP who meets the same criteria required of all other PSPs; and
- All prices for the sale of digital goods and services to End-Users in South Korea must be denominated in the South Korean Won currency.

4.3 Within fifteen (15) calendar days following the end of each fiscal month (as described in App Store Connect), You must provide Apple with Transaction Reports.

4.4 You shall have a customer service process available for End-Users of the Alternative Billing System, including a process to dispute unauthorized transactions, manage subscriptions (if applicable), and request refunds.

5. Commissions and Payments

5.1 Apple shall be entitled to a commission equal to twenty six percent (26%) of all prices payable by each End-User gross of any value-added tax charged by You.

5.2 Apple will issue an invoice to You for all commissions and any applicable taxes owed and will use commercially reasonable efforts to do so within fifteen (15) calendar days of receiving the Transaction Reports. Within forty-five (45) calendar days of the end of each fiscal month, You shall pay all commissions and any applicable taxes as directed by Apple in the Apple Materials and in the currency stated in the invoice, using a payment method approved by Apple for You (as may be modified by Apple from time to time).

5.3 Any payment dispute must be submitted before payment is due. If the parties determine that certain billing inaccuracies are attributable to Apple, Apple will issue a subsequent corrected invoice or an adjustment in future invoices.

5.4 Late payments may bear interest at the maximum rate permitted by law, as set forth in the invoice to You, as well as result in revocation of this entitlement and/or all APIs associated herewith. In addition, if You fail to pay Apple amounts owed under the terms of this Addendum, Apple reserves the right to offset those amounts against any other amounts that Apple owes to You under any other contract that You have with Apple, remove Your StoreKit External Purchase App (KR) from the App Store, and/or remove You from the Apple Developer Program.

6. Taxes

6.1 If Apple determines that it is obligated to collect or remit any taxes in respect of a Transaction, such taxes (and any information required by Apple to determine such taxes) will be separately collected by Apple from You, and You will remit such taxes to Apple in accordance with the terms of this Addendum.

For avoidance of doubt, if You are a resident of South Korea, You are responsible for value-added taxes, including (but not limited to) (a) determining if a Transaction is taxable; (b) charging and collecting the taxes at the applicable rate; (c) remitting the taxes to the appropriate taxing authority; and (d) providing any required documentation to the End-User or appropriate taxing authority.

6.2 If Apple is obligated to collect or pay any taxes not covered in Section 6.3 (below) in respect of Your payment to Apple, such taxes will be separately invoiced to You, and You will pay such taxes to Apple.

6.3. To the extent withholding taxes are required under applicable law to be deducted from or in respect of any amount payable to Apple under the terms of this Addendum, You will (a) pay such additional amounts as may be necessary to ensure that Apple receives a net amount equal to the full amount which it would have received under the terms of this Addendum if no deduction or withholding had been made, (b) make such deductions, (c) deposit such taxes with the relevant

governmental tax authority within the time as prescribed under applicable law, and (d) provide Apple with documentation, reasonably satisfactory to Apple, of such remittance.

6.4 You will timely provide Apple with any applicable tax documentation, certification, or information requested by Apple.

6.5 If you fail to comply with any obligation set forth in this Section 6, Apple reserves the right to remove Your StoreKit External Purchase App (KR) from the App Store, and/or remove You from the Apple Developer Program.

7. Apple's Right to Audit

Notwithstanding any term to the contrary, You shall maintain and keep complete and accurate books and records concerning the amounts payable to Apple arising from Transactions, including taxes, for three (3) years following the date of transmission of Transaction Reports to Apple. Apple may examine and audit Your books and records relating to any Transactions during such three (3) year period to verify the accuracy of payments to Apple. To satisfy an audit request, You must, within thirty (30) days of the request allow an audit to take place. Apple may appoint an independent certified public accountant not then engaged in any audit of Apple or You to audit applicable books and records of You at a mutually agreed time and place during Your normal business hours.

8. Submission to Apple for App Store Distribution

8.1 By submitting Your StoreKit External Purchase App (KR) to Apple for distribution on the App Store, You represent and warrant that Your StoreKit External Purchase App (KR) complies with the requirements of this Addendum, as well as with the Developer Agreement, the Program Requirements in **Section 3.3** of the Developer Agreement, and the App Store Review Guidelines. You are solely responsible for developing a StoreKit External Purchase App (KR) that complies with applicable laws and regulations.

8.2 Nothing herein shall imply that Apple will accept Your StoreKit External Purchase App (KR) for distribution on the App Store, and You acknowledge and agree that Apple may, in its sole discretion, reject, or cease distributing Your StoreKit External Purchase App (KR) for any reason, even if Your StoreKit External Purchase App (KR) is in compliance with the terms and conditions of this Addendum and the Developer Agreement. For clarity, once Your StoreKit External Purchase App (KR) has been selected for distribution via the App Store it will be considered a "**Licensed Application**" under the Developer Agreement.

8.3 Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of Your StoreKit External Purchase App (KR) development or use of any Apple Materials, including without limitation the fact that Your StoreKit External Purchase App (KR) may not be selected for distribution via the App Store.

8.4 If Your StoreKit External Purchase App (KR) engages in misleading marketing practices, such as bait and switch, scams, or fraud, it will be removed from the App Store and You may be removed from the Apple Developer Program.

9. Your Acknowledgements

You acknowledge and agree that:

9.1 To the extent permitted by applicable law, Apple may at any time, and from time to time, with or without prior notice to You, modify, remove, or reissue the Apple Materials or the StoreKit External Purchase APIs, or any part thereof. You understand that any such modifications may require You to change or update Your StoreKit External Purchase App (KR) at Your own cost and that features and functionality of such App may cease to function. Except as required by applicable law, Apple has no express or implied obligation to provide, or continue to provide, the Apple Materials or StoreKit External Purchase APIs, and may suspend or discontinue all or any portion of Your access to them at any time.

9.2 Apple makes no guarantees to You in relation to the availability, completeness, or accuracy of the Apple Materials, the StoreKit External Purchase APIs, or any data from the StoreKit External

Purchase APIs, and Apple is not obligated to provide any maintenance, technical or other support for the StoreKit External Purchase APIs or the Apple Materials. You are fully responsible for testing Your StoreKit External Purchase App (KR) and the use of the Entitlement Profile with each new release of the Apple operating system software.

9.3 In Your capacity as the legal entity responsible for any user data processed in connection with the use of Your StoreKit External Purchase App (KR), You are solely responsible for complying with applicable data protection and privacy laws and regulations.

9.4 If You choose to stop using the StoreKit External Purchase Entitlement for Your StoreKit External Purchase App (KR) or do not intend to renew the term of Your Developer Agreement, You must submit an update to Your StoreKit External Purchase App (KR) removing Your Entitlement Profile and the use of the StoreKit External Purchase APIs prior to such cessation or the expiration of the term.

9.5 You will not be permitted to access or use the Apple Materials or StoreKit External Purchase APIs after expiration or termination of this Addendum or the Developer Agreement.

9.6 The Apple Materials, StoreKit External Purchase APIs, and any data from the StoreKit External Purchase APIs are provided by Apple to You on an “AS IS” and “AS AVAILABLE” basis. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL USE OF THE APPLE MATERIALS, STOREKIT EXTERNAL PURCHASE APIS, AND ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE APIS IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND EFFORT IS WITH YOU. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE APPLE MATERIALS, STOREKIT EXTERNAL PURCHASE APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE APIS, OR THEIR USE OR OPERATION ALONE OR IN COMBINATION WITH YOUR STOREKIT EXTERNAL PURCHASE APP (KR), PRODUCTS, SYSTEMS, OR SERVICES. APPLE DOES NOT WARRANT THAT THE APPLE MATERIALS, STOREKIT EXTERNAL PURCHASE APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE APIS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE APPLE MATERIALS WILL BE CORRECTED, OR THAT THE APPLE MATERIALS, STOREKIT EXTERNAL PURCHASE APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE APIS WILL BE COMPATIBLE WITH ANY APPLE PRODUCTS, SOFTWARE OR SERVICES OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES.

10. Confidentiality of this Addendum

You agree that the Apple Materials, any non-public information regarding Apple-branded products obtained through the use of the StoreKit External Purchase APIs, as well as the existence and terms and conditions of this Addendum shall be considered and treated as “Apple Confidential Information” in accordance with the terms of **Section 9 (Confidentiality)** of the Developer Agreement. You agree to use such Apple Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Addendum and agree not to use such 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 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 except as otherwise agreed or permitted in writing by Apple. You agree not to discuss, publicly write about, or post any reactions to or about the StoreKit External Purchase APIs, whether online, in print, in person, or on social media.

11. Changes to this Addendum; Termination of this Addendum

This Addendum shall apply to existing and future versions of the Developer Agreement into which You may enter. Apple may terminate in the event of a material breach by You of any of Your obligations under this Addendum, provided that: (i) Apple provides notice to You thereof, and (ii)

such breach is not cured within thirty (30) days following the date such notice is deemed given. In addition, either party may terminate this Addendum upon thirty (30) days' prior written notice to the other party. Termination of this Addendum will not constitute termination of the Developer Agreement; provided, however, that termination of the Developer Agreement will constitute termination of this Addendum. The following provisions will survive the termination of this Addendum: Section 1, the restrictions of Section 2 and 3, and Sections 4 through 13. In the event of a conflict between this Addendum and the Developer Agreement, this Addendum will control with respect to such conflict.

12. Additional Liability Disclaimer

TO THE EXTENT NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY DAMAGES OR LOSSES INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS, ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE USE OF THE APPLE MATERIALS, THE STOREKIT EXTERNAL PURCHASE APIS, AND ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE APIS, ANY CHANGE, MODIFICATION, SUSPENSION, TERMINATION, OR DISCONTINUATION OF THE APPLE MATERIALS OR THE STOREKIT EXTERNAL PURCHASE APIS, THE FAILURE OF OR ANY ERRORS OR INACCURACIES IN THE APPLE MATERIALS, THE STOREKIT EXTERNAL PURCHASE APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE APIS.

13. Additional Indemnification Obligations

In addition to the indemnification obligations contained in **Section 10 (Indemnification)** of the Developer Agreement and to the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple's request, defend, any Apple Indemnified Party from any and all Losses incurred by an Apple Indemnified Party arising from or related to the App or Your use of the Apple Materials, StoreKit External Purchase APIs, or any data obtained from the StoreKit External Purchase APIs, including but not limited to any claims for improper use of the StoreKit External Purchase APIs, any data obtained therefrom, or any End-User claims arising out of or related to the use of Your StoreKit External Purchase App (KR). You will also, at Your own expense and at the request of Apple, indemnify Apple and be liable to pay (or reimburse Apple for) any taxes, interest, penalties, or fines arising out of any mis-declaration by You with respect to taxes.

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