



Apple Inc.

Apple Developer Forums Participation Agreement

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("APPLE") STATING THE TERMS THAT GOVERN YOUR USE OF THE APPLE DEVELOPER FORUMS SERVICE. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CHECKING THE BOX TO SIGNIFY YOUR AGREEMENT AND CLICKING THE "SUBMIT" BUTTON. BY CHECKING THE BOX AND CLICKING "SUBMIT", YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PRESS "CANCEL" AND YOU WILL BE UNABLE TO USE THE APPLE DEVELOPER FORUMS (DEFINED BELOW).

Apple Developer Forums Participation Agreement

This Apple Developer Forums Participation Agreement (the "Agreement") provides information about your participation in one or more discussion forums that are hosted and made available by Apple to Registered Apple Developers through <https://forums.developer.apple.com> (the "Apple Developer Forums").

1. **General.** Your assent to this Agreement allows you to access and use the Apple Developer Forums in accordance with the terms and conditions of this Agreement. Apple is providing the Apple Developer Forums to you for the purpose of allowing you to engage in technical discussions with other Apple developers ("Participants") about certain topics related to development for Apple platforms and technology only.

2. **User Account.** To gain access to and use the Apple Developer Forums, you may need to establish an account, including a user name or alias and password ("Account"). Inappropriate or offensive user names, including but not limited to, impersonations of other users, persons or entities, or user names that are otherwise inconsistent with the terms of this Agreement, are not permitted. Further, you agree that user names cannot contain email addresses, website information or other personal contact information. 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. You further agree that you will not access or attempt to access the Apple Developer Forums other than through your Account.

3. Content; License to Apple. The Apple Developer Forums may offer interactive features that allow you to, among other things, submit or post information, materials, data, text, images, documents, code, content or links to third party content (“Content”) on areas of the Apple Developer Forums that are accessible and viewable by other Participants. You represent and agree that any use by you of such features, including any Content submitted or posted by you to the Apple Developer Forums, will be your sole responsibility, will not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste, and that you have obtained all necessary rights, licenses or clearances to disclose all such Content. You further agree to provide accurate information in connection with your submission or posting of any such Content on the Apple Developer Forums and agree to comply with all applicable laws in your use of the Apple Developer Forums. Moreover, you hereby grant Apple and its affiliates a worldwide, royalty-free, non-exclusive license to use, modify, distribute and sublicense any Content you submit in connection with the Apple Developer Forums for any purpose, without any compensation or obligation to you. If you do not want to grant to Apple the foregoing rights, do not post Content to the Apple Developer Forums.

4. Objectionable Material; No responsibility for Content. You acknowledge that Apple personnel may or may not pre-screen submissions posted by Participants of the Apple Developer Forums. You understand that by using the Apple Developer Forums, you may encounter Content that you find offensive, indecent, or objectionable. You agree to use the Apple Developer Forums at your sole risk and agree that Apple shall have no liability to you for Content that you find offensive, indecent, or objectionable. You acknowledge and agree that Apple is not responsible for examining and evaluating the Content provided through the Apple Developer Forums. You understand that Apple does not guarantee the accuracy, integrity or quality of such Content. Apple does not warrant or endorse and does not assume and will not have any liability or responsibility for any Content provided through the Apple Developer Forums, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content.

5. Removal of Content or Functionality. Apple retains the right, but not the responsibility, to edit, move 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 reserves the right not to post or publish any Content, and to delete, remove or edit any Content, at any time in its sole discretion without notice or liability. Apple has the right, but not the obligation, to monitor any Content posted by you or otherwise available on the Apple Developer Forums, to investigate any reported or apparent violation of this Agreement, and to take any action that Apple in its sole discretion deems appropriate, including, without limitation, under Apple’s Copyright Policy (<http://www.apple.com/legal/trademark/claimsofcopyright.html>). In addition, Apple may also impose limits on the use of or access to certain features or portions of the Apple Developer Forums without notice or liability to you.

6. Confidential Forums. From time to time, Apple may provide you with access to confidential forums within the Apple Developer Forums for discussion of certain Apple Confidential 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 Apple Developer Agreement(s) 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 that this Agreement does not grant you the right to copy, reproduce, publish, blog, disclose, transmit, or otherwise disseminate any Apple Confidential Information. "Apple Developer Agreement(s)" as used above means the Apple Developer Agreement, Xcode and Apple SDK Agreement, Apple Developer Program License Agreement, Apple Developer Program Enterprise License Agreement, and any applicable MFi agreements.

7. No Apple Assistance. Apple may, but is under no obligation to, provide technical guidance and other assistance on the Apple Developer Forums. You expressly acknowledge and agree that any information that is provided by Apple or Apple employees is offered on an "AS IS" basis without warranties of any kind, and no licenses to any Apple intellectual property rights, expressly or by implication, estoppel or otherwise, are granted by Apple under this Agreement.

8. License to Use; Restrictions. 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. You understand that Apple may provide multiple discussion lists within the Apple Developer Forums and you agree to comply with and only post submissions that are relevant to the applicable forum topic on the applicable list. You acknowledge that certain Participants may not have access to the same Apple Confidential Information as you have access to and you agree to not reveal off-topic Apple Confidential Information on non-applicable lists. You agree not to exploit any services provided by the Apple Developer Forums in any unauthorized way, including but not limited to, by trespass or burdening network capacity. You agree not to, or not to assist another person to, circumvent or otherwise tamper with security components (if any) of the Apple Developer Forums.

9. Term and Termination. This Agreement will continue to apply until terminated by either you or Apple as set forth below.

- a. Termination by Apple. This Agreement and all rights and licenses granted by Apple hereunder will terminate, effective immediately upon notice from Apple if: (i) you have breached any provision of the Agreement or have acted in a manner that indicates to Apple that you do not intend to, or are unable to, comply with the Agreement or any of the Apple

Developer Agreements; (ii) Apple has elected to discontinue the Apple Developer Forums (or any part thereof); (iii) there has been an extended period of inactivity in your account; or (iv) your Account is used by any third parties. Apple may also terminate this Agreement for its convenience, for any reason or no reason, upon written notice of its intent to terminate.

Termination of your Account by Apple may, at Apple's sole discretion, include one or more of the following: (i) removal of access to the Apple Developer Forums (or part thereof); (ii) deletion of your Account and/or all related information and Content associated with your Account (or any part thereof); (iii) barring of further use of the Apple Developer Forums (or part thereof), and (iv) termination of any of your Apple Developer Agreements. You agree that all terminations for cause shall be made in Apple's sole discretion and that Apple shall not be liable to you or any third party for any termination of your Account, or access to the Apple Developer Forums and Content. Upon any termination of this Agreement, you shall promptly discontinue use of the Apple Developer Forums.

b. Termination by You. 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.

c. Termination of the Apple Developer Forums. In the event that Apple changes any part of the Apple Developer Forums or suspends or discontinues the Apple Developer Forums, which Apple may do at its election, you acknowledge that you may no longer be able to use such Apple Developer Forums to the same extent as prior to such change, suspension or discontinuation, and that Apple shall have no liability to you or to any third party in such case, including for removing access to any Content.

d. Survival. The following sections of this Agreement shall survive any expiration or termination of the Agreement: the third and fourth sentence of Section 2, Sections 3-5, the third sentence of Section 6, Section 7, Section 9 and Sections 11-17.

10. Usage Guidelines; Agreement Changes. You agree to comply with the Apple Developer Forum Usage Guidelines at <http://developer.apple.com/faq/discussions.html> in connection with your use of the Apple Developer Forums. Apple reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Apple Developer Forums, including revising the Apple Developer Forum Usage Guidelines. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and are hereby incorporated into this Agreement by this reference. Your continued use of the Apple Developer Forums after Apple has provided you with notice of such Additional Terms will be deemed to constitute your acceptance of such Additional Terms.

11. **Compliance with Legal Process.** Apple reserves the right to take steps Apple believes are reasonably necessary or appropriate to cooperate with any legal process relating to your use of the Apple Developer Forums or Content (including a third party claim that your use of the Apple Developer Forums or Content is unlawful and/or infringes such third party's rights). You agree that Apple has the right, without liability to you, to disclose your Account information to law enforcement authorities, government officials, or a third party, as Apple believes is reasonably necessary or appropriate to cooperate with such a legal process.

12. **Warranty Disclaimer.** APPLE DOES NOT PROMISE THAT THE APPLE DEVELOPER FORUMS, OR ANY CONTENT, SERVICE OR FEATURE OF THE FOREGOING (COLLECTIVELY, THE "SERVICE" FOR PURPOSES OF SECTIONS 12 AND 13) WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND THE SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE. APPLE CANNOT ENSURE THAT ANY FILES, INFORMATION OR OTHER DATA YOU ACCESS OR DOWNLOAD FROM THE SERVICE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES AND APPLE DISCLAIMS ANY LIABILITY RELATED THERETO. APPLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, AND SECURITY. 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 AND ALL RISKS FOR YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OBTAINED THEREON OR THROUGH 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.

13. **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).

14. **Apple Independent Development.** Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote or distribute products, software or technologies that

perform the same or similar functions as, or otherwise compete with any products, software or technologies that you may disclose, develop, produce, market, or distribute. In the absence of a separate written agreement to the contrary, Apple will be free to use any information, suggestions or recommendations you provide to Apple or the Apple Developer Forums for any purpose.

15. **Notices.** 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, by sending a letter via postal mail to the contact 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 shall become effective immediately.

16. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal court, or any other forum in Santa Clara County, for any litigation arising out of this Agreement. 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:

- 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.
- If you are employed by a U.S. public and accredited educational institution, then (a) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which your educational institution 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 educational institution is domiciled.
- 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.

17. **Miscellaneous.** 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. This Agreement constitutes the entire agreement between the parties with respect to your participation in the Apple Developer Forums. 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.

© 2015 Apple Inc. All rights reserved. Apple, the Apple logo, iPad, iPhone, iPod touch, OS X, and Mac are trademarks of Apple Inc., registered in the U.S. and other countries. IOS is a trademark or registered trademark of Cisco in the U.S and other countries and is used under license.