

## 歡迎使用 APPLE SCHOOL MANAGER

貴機構與 Apple 之間的本 Apple School Manager 合約 (下稱「合約」) 適用於貴機構使用組成 Apple School Manager 的軟件、服務和網站 (統稱為「服務」) 的相關事宜。你謹確認已獲得充分法律授權，足以代表貴機構接受本合約條款。若選擇「同意」，即代表你已細閱並了解本合約條款，並同意若你選擇存取、使用或向他人提供本服務，本合約條款均應適用。若你沒有代表貴機構之法律授權，或不同意本合約條款，請勿按下「同意」。

### 1. 一般條款

**A. 服務。** Apple 以本服務之供應商身分，同意你依照本合約條款：(i) 為貴機構內的流動裝置管理 (MDM) 註冊授權裝置；(ii) 存取相關軟件工具，以便使用本服務；(iii) 管理你對「管理式 Apple 帳戶」的建立和分發，以及你終端使用者對「管理式 Apple 帳戶」的使用；(iv) 管理相關資料及本服務相關內容的傳輸、儲存、購買及維護；(v) 管理你使用本服務對課程的建立和管理；(vi) 為終端使用者啟用本服務的特定特性或功能，與「管理式 Apple 帳戶」一併使用，包括但不限於透過 Apple School Manager、本合約第 3 節所述涉及第三方產品與服務的功能，以及本合約第 4D 節所述的功能與服務，評估學生在已啟用 ClassKit 之應用程式所指派活動中的進度。你同意依照本合約及相關法規使用本服務。

**B. 裝置及使用者註冊。** 本服務之裝置註冊功能，僅限於授權裝置註冊。若你選擇按照本合約使用本服務並註冊授權裝置，Apple 將向你提供入口網站和管理員帳戶，讓你為終端使用者建立和管理「管理式 Apple 帳戶」，並提供本服務的功能。一旦你為終端使用者設定「管理式 Apple 帳戶」後，該等帳戶將可透過機構自有之共享或獨立裝置予以存取，以及透過終端使用者用於存取「管理式 Apple 帳戶」之裝置而存取。你將負責判斷並選擇提供予終端使用者之服務功能。

### 2. 使用權

**A.** 除本合約另行載明，你於合約效期內擁有非專屬、不可轉讓、不可轉移之有限權利，依照本合約條款存取並使用本服務僅作教育用途。你可允許終端使用者基於前述目的使用本服務，並將負責確保終端使用者遵守本合約條款。

**B.** 除依照本合約所載之服務範圍及/或期間，你一概未取得任何其他使用本服務與服務功能之權利或授權。本合約終止或到期後，由你存取並使用本服務之權利將即終止。

**C.** 除本合約另行載明，你同意 Apple 一概無義務於本服務中提供任何 Apple 軟件、程式、功能、服務或產品。

### 3. 資料私隱及安全

**A. 客戶指示與個人資料之使用。**按照本合約，Apple 代表你以資料處理方身分接收你、你的代表和終端使用者所提供之個人資料 (如有)。簽訂本合約，即表示你指示 Apple 根據適用法律處理此等個人資料：(i) 提供並支援你或適用的終端使用者使用所啟用的任何 Apple 特性、功能及服務；(ii) 根據你或適用的終端使用者透過使用本服務 (包括入口網站及本服務的其他特性和功能) 所作出的指示；(iii) 根據本合約 (包括附錄 A 中針對學生終端使用者的規定)；(iv) 根據你提供而 Apple 認可構成本合約之指示的任何其他書面指示中的進一步說明。

你明白 Apple 會在適用情況下根據終端使用者的類型、所用服務及提供的資料，處理與「管理式 Apple 帳戶」相關的個人資料，例如姓名、機構、註冊課程、角色、聯絡資料 (如電郵地址和電話號碼)、年級、聘用資料、使用者識別碼及裝置識別碼。Apple 亦會處理與「管理式 Apple 帳戶」可用之功能及服務相關的個人資料，包括但不限於上文第 1A 節、下文第 4D 節、Apple 服務、及附錄 A 所述為學生終端使用者提供的服務。學生終端使用者的個人資料之處理方式詳見附錄 A。

Apple 應只根據本合約，按照你的指示處理個人資料，包括第 3A 節及適用於學生終端使用者的附錄 A，除非

(i) 遭適用法律要求禁止，或 (ii) 遭適用的法律要求這樣做如遇上這些情況，Apple 將於處理個人資料前通知你有關法律要求 (除非有關法律基於重大的公眾利益禁止通知)。Apple 不得以構成「銷售」或「分享」(這些詞彙已定義於《加州消費者私隱法》(CCPA)，或其他資料保護法律中的任何其他類似概念) 個人資料的方式披露任何個人資料或參與與本協議有關的任何處理活動。如果 Apple 認為你的任何指示違反了 GDPR 或其他聯盟或成員國的資料保護條款，Apple 應在要求的範圍內立即通知你。如果 Apple 無法再履行《加州消費者私隱法》(CCPA) 或其他適用資料保護法律與規範所賦予的義務，也必須通知你。

此外，Apple 及其附屬公司和代理人可能會以無法識別終端使用者個人身分的方式收集、使用、儲存及處理診斷、技術、使用和相關資料，包括但不限於唯一的系統或硬件識別碼，以及你的授權裝置、系統與應用程式軟件、周邊裝置、Cookie 和 IP 位址，以便提供和改善服務、提供與本服務相關的軟件更新、產品支援和其他功能、用於保安和帳戶管理，以及確認本合約條款的合規情況。

**B. 符合法律。**對於透過本服務使用或收集的數據和資料，你同意你須自行負責確認自己是否符合所有適用的法律，包括但不限於私隱及資料保護法律。你須為所有個人資料相關活動負責，包括但不限於監察此等個人資料與活動，以及防範和處理不當的資料及活動，包括移除資料和終止讓提供資料之最終使用者存取此等資料。你有責任保護並限制所有人員及你的任何服務供應商

(包括你的第三方服務供應商) 對終端使用者資料的存取權，以及所有你獲准使用本服務之人員的行為。

**C. 資料事故。** Apple 將 (i) 於知悉本服務因安全漏洞而導致機構之個人資料出現意外或非法破壞、遺失、篡改、未經授權之披露或存取 (下稱「資料事故」) 時，儘快根據法律規定通知機構；以及 (ii) 採取合理措施，盡可能減少損害並保護機構的個人資料。你應向 Apple 提供貴機構之最新聯絡資料，以便 Apple 發出通知。以與 Apple 因本服務而存取之個人資料相關者為限，Apple 亦將協助貴機構履行通知監管機構或資料當事人資料事故的義務，以遵守 GDPR 第 33 條和第 34 條 (如適用) 的要求或任何適用法律的相關義務。

Apple 將不會存取你個人資料的內容，以識別出受任何特定法律要求約束的資料。貴機構有責任遵守適用於機構的事故通知法律，並履行與資料事故相關的任何第三方義務。

Apple 對本合約第 3C 節所述的資料事故作出的通知或回應，並不構成 Apple 確認對資料事故承擔任何責任或義務。

**D. 審計/檢查權利。** 對於你或最終使用者個人資料的處理，Apple 將於 GDPR 適用範圍內向你提供所需資料，以證明符合有關法律第 28 章的規定。如果你根據其他適用法律擁有審計權，Apple 將向你提供所需資料，以證明符合你在有關法律下的義務。如果你根據第 3D 節選擇行使審計權，Apple 將會向你提供 Apple Inc. 的 ISO 27001 和 ISO 27018 認證副本以證明合規。

**E. 安全程序。** Apple 將使用符合業界標準的措施，以在處理過程中保護個人資料。Apple 可視乎各地理區域情況儲存經加密的個人資料。作為此措施的一部分，Apple 亦將採取商業上合理的措施：(a) 為儲存及傳輸中的個人資料加密；(b) 確保處理系統和服務的持續保密性、完整性、可用性和復原性；(c) 在出現物理或技術問題時，適時回復個人資料的可用性；及 (d) 定期測試、評核和評估技術及組織措施的有效性，以確保安全處理個人資料。只要更新不會導致服務整體安全性下降，Apple 可能會不時更新安全功能。

**F. 保安控制。** Apple 將透過實施本合約第 3E 節所述的保安程序，以及按照 ISO 27001 和 ISO 27018 認證的要求，協助確保你履行有關個人資料安全的義務，包括貴機構在 GDPR 第 32 條下的義務或在適用法律下的等同義務。若你或貴機構根據本 3F 節提出要求，Apple 將提供與 ISO 27001 和 ISO 27018 認證相關的證書，供貴機構查閱。

**G. 保安合規。** Apple 將採取適當措施確保其 Apple 人員及 Apple 服務供應商遵守保安程序，而且 Apple 應確保獲授權處理個人資料的任何人員遵守與服務相關的個人資料之保密和保安的適用法律。

**H. 資料影響評估和事前諮詢。** 以 Apple 因本服務而有權存取的個人資料為限，Apple 將應適用法律的要求合理協助貴機構履行任何適用義務，包括要求機構進行資料保護影響評估，或按法律要求在處理前先諮詢監管機構。

**I. 違規通知與合作。** 如果你知悉或有理由相信任何人或實體違反貴機構安全措施或未經授權存取：(1) 你的個人資料；(2) 本服務的任何受限制範圍；或 (3) Apple 的機密資訊 (下文統稱「資料保安違規」)。如果發生資料安全違規事件，你應向 Apple 提供合理的幫助和支援，以儘量減少損害並保護資料。

**J. 資料傳輸。** 如法例有所規定，Apple 將確保所有國際資料傳輸的目的地國家或地區符合下列條件，包括能確保適當的保護水平、在適用法例下 (例如 GDPR 第 46 及第 47 條規定的標準資料保護條款) 提供適當的保護措施，或受 GDPR 第 49 條的廢除條款約束。此類保護措施可能包括 Apple 執行的標準合約條款，或你同意簽訂的其他資料傳輸協議 (若你所在的司法管轄區要求，而由 Apple 執行，內容請見

<https://www.apple.com/legal/enterprise/datatransfer/>)。Apple 於國際間傳輸在亞太經濟合作組織 (APEC) 參與國家或地區所收集的個人資料時，須嚴格根據 APEC 跨境私隱規則 (CBPR) 體系 (<http://cbprs.org/>) 及資料處理者私隱認可 (PRP) 體系 (<http://cbprs.org/>) 傳輸個人資料。如對 APEC CBPR 或 PRP 認證有疑問或未能解決的疑慮，請聯絡我們的第三方爭議排解機構 (<https://feedback-form.truste.com/watchdog/request>)。

**K. 資料銷毀。** 若本合約因故終止，Apple 將於合理時間內 (不得超過 180 日) 以安全方法銷毀 Apple 因本服務而儲存你及終端使用者的個人資料。

**L. 關於個人資料之要求。**

i. **機構要求：** Apple 會根據你在私隱及資料保護法律下的義務 (如適用)，向你提供存取、更正、擷取或刪除你和終端使用者的個人資料之權利。若你就你或終端使用者與本服務相關的內容或個人資料向 Apple 提出要求，Apple 將於合理範圍內 (i) 允許你直接管理此等要求，例如透過入口網站的可用工具，或 (ii) 與你合作處理此等要求，唯此等要求應以 Apple 有權存取的個人資料為限。對於你在 Apple 系統以外儲存或傳輸的資料 (包括內容或個人資料，例如學生資料系統中的學生記錄)，Apple 概不負責。通過 Apple School Manager 處理的刪除要求將在 30 天內完成。

ii. **終端使用者要求**：若終端使用者向 Apple 索取本服務相關個人資料的副本，Apple 將於合理範圍內 (i) 允許你直接管理此等要求，例如透過入口網站的可用工具，或 (ii) 與你合作處理此等要求，唯此等要求應以 Apple 有權存取的個人資料為限。若你選擇允許 Apple 透過入口網站於 [privacy.apple.com](https://privacy.apple.com) 隱私權入口網站提供終端使用者個人資料的副本，則表示你謹此指示 Apple 應終端使用者的要求處理並履行此等要求，代你存取其在 [privacy.apple.com](https://privacy.apple.com) 上的可用資料。

iii. **第三方要求**：若 Apple 收到第三方 (例如執法部門或監管機構) 索取你或終端使用者的內容或個人資料之要求 (下稱「第三方要求」)，Apple 將 (i) 在法律允許的範圍內通知你收到有關第三方要求；及 (ii) 通知第三方應向你提出此等要求。除非法律另有規定或第三方另有要求，否則應由你回覆第三方要求。若資料保護監管機構或類似機關就個人資料對你作出調查，Apple 將協助和支援你回應此等調查，但應以 Apple 在本服務下有權存取的個人資料為限。

**M. FERPA 學校人員資格 (美國法典第 20 章第 1232g 條)**。若你屬於受美國《家庭教育權利與私隱法案》(FERPA) 規管的教育機構或組織，或代表此等教育機構或組織行事，則各方同意就本合約而言，Apple 將 (a) 成為 34 C.F.R. § 99.31(a)(1)(i) 所定義具合法教育權益的「學校人員」；(b) 就適用的終端使用者個人資料，在機構直接控制的情況下，執行機構可聘請員工執行的機構服務或功能；(c) 僅將適用的終端使用者個人資料用於機構授權之目的，包括本合約訂定之目的；及 (d) 不得轉為向第三方或附屬公司披露適用的終端使用者個人資料，除非獲本合約授權、機構許可、依法院裁定或者適用法例或法規允許。

**N. COPPA**。Apple 將依照 1998 年兒童網上私隱保護法 (COPPA)，使用並留存你與終端使用者因本服務而提供予 Apple 之個人資料 (如適用)。第 3 節及附錄 A 構成 Apple 收集、使用或披露 13 歲以下兒童個人資料的方式之聲明。你授權 Apple 根據附錄 A 收集、使用及披露此等個人資料，以提供並改善本服務。

**O. 存取第三方產品及服務**。若你選擇存取、使用、下載、安裝或啟用與本服務共同運作，但不屬於本服務範圍之第三方產品或服務，本服務可於使用此類附加產品或服務之必要範圍內，允許該等產品存取個人資料。當中某些第三方產品或服務也可能向 Apple 提供對個人資料的存取權限，例如，如果你允許你的終端使用者透過聯合身分供應商登入服務。你並無義務使用此類服務相關附加產品或服務，貴機構管理員可依照本合約限制使用該等附加產品或服務。於存取、使用、下載、安裝或允許第三方產品或服務，並與「管理式 Apple 帳戶」一併使用前，你應細閱該等第三方產品及服務之條款、政策與實務，以了解其可能自終端使用者收集之資料內容，與使用、分享、儲存方法 (如適用)，以及該等方法是否符合你取得之同意。

**P. Apple 服務供應商。**Apple 可能會將個人資料提供予本服務下向 Apple 提供服務的服務供應商。你授權 Apple 使用「Apple」定義所列的所有 Apple 實體為服務供應商及 Apple 可能選用的任何其他服務供應商，唯此等服務供應商須在合約下保護個人資料，保護程度不得低於 Apple 在本合約下處理此等資料的方式，而且不會將此等資料用於本合約條文以外的任何其他用途。服務供應商名單可在

[https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors\\_us.pdf](https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors_us.pdf) 查看。如果服務供應商未能履行本合約規定的資料保護義務，Apple 將就該服務供應商應履行適用法律所要求的義務向你承擔全部責任。

#### 4. 服務

**A. 使用限制。**你將確保你和終端使用者對本服務的使用符合本合約，而且你將通知終端使用者並執行本協議所訂明的限制。你與貴機構終端使用者不得使用本服務上載、下載、發佈、寄送電郵、傳輸、儲存或以其他方式提供：(i) 具有違法、騷擾、威脅、傷害、誹謗、猥褻、侵犯私隱、仇恨、種族歧視性質或其他爭議之內容或資料；(ii) 侵害著作權、其他知識產權、商業秘密或其他契約、專利權之內容或資料；(iii) 未經同意或授權下發送之電郵訊息、廣告、宣傳資料、垃圾郵件、詐騙郵件或連鎖信；(iv) 含有病毒之內容或資料，或意圖傷害、干擾、限制本服務或其他電腦軟件、硬件正常運作之電腦編碼、檔案、程式。你不得，並應禁止終端使用者：(a) 使用本服務追蹤、騷擾、威脅或傷害他人；(b) 假冒他人或任何實體 (Apple 保留權利拒絕或封鎖可能假冒或虛假陳述你身分或他人姓名或身分之管理式 Apple 帳戶或電郵地址)；(c) 在電郵或新聞群組帖文中，偽造任何傳輸控制通訊協定/互聯網協定 (TCP-IP) 封包標題或標題資訊的任何部分，或者以其他方式將資料置於標題，使收件人誤會透過本服務所傳輸內容的來源 (下稱「詐騙」)；(d) 干擾、中斷本服務、本服務連接的伺服器、網絡，或與本服務相關的網絡之任何政策、要求或規例；及/或 (e) 使用本服務的方式違反適用的法律、條例或規例。若你或終端使用者對本服務之使用或其他行為會損害 Apple 對你或他人提供服務之能力 (無論是否故意)，Apple 有權採取所需措施，以保護本服務及 Apple 系統，包括暫停機構存取本服務。

如果你是涵蓋實體、業務夥伴或代表涵蓋實體或業務夥伴 (根據美國聯邦法規第 45 篇第 160.103 條中的定義)，你同意不會使用 iCloud 的任何組成部分、功能或其他設施來建立、接收、保存或傳輸任何「受保護健康資料」(根據美國聯邦法規第 45 篇第 160.103 條中的定義)，或以任何可使 Apple (或任何 Apple 子公司) 成為你或任何第三方業務合作夥伴的方式使用 iCloud。

**B. 帳戶管理。**你同意將自行負責監管貴機構管理員帳戶及所有「管理式 Apple 帳戶」，包括但不限於：(i) 各帳戶關聯使用者名稱及密碼的保安及保護；(ii) 提供及/或移除任何終端使用者對

此等帳戶及本服務所提供及/或儲存內容之存取權；以及 (iii) 向終端使用者提供有關使用管理式 Apple 帳戶之適用文件及指引。

**C. 終端使用者通知。**管理員有權透過入口網站及/或管理員工具，監察、存取或披露管理式 Apple 帳戶的相關終端使用者資料。你聲明並保證為貴機構及終端使用者部署本服務前，你將充分告知及披露本合約的條款，並向各終端使用者或 (在必要和適用的情況下) 其父母、法定監護人取得所需的一切權利與同意，讓 Apple：(1) 根據本合約提供和支援你和終端使用者使用本服務；及 (2) 存取並收集因提供本服務產生之終端使用者資料。

**D. 管理式 Apple 帳戶；特色和服務。**「管理式 Apple 帳戶」指你為終端使用者設定並提供用於存取本服務的帳戶使用者名稱及密碼。Apple 將向你提供工具，用於為終端使用者設定「管理式 Apple 帳戶」。你為終端使用者設定「管理式 Apple 帳戶」時，所選擇之服務功能，將適用於你所擁有之「管理式 Apple 帳戶」。你將自行承擔使用本服務所選擇服務之功能於你與終端使用者之一切相關風險與費用。

**i. 管理式 Apple 帳戶的使用要求**

1. **裝置及帳戶。**使用「管理式 Apple 帳戶」存取本服務可能需要兼容裝置、網絡連線、特定軟件與定期更新。部分交易或功能可能需要軟件更新為最新版本。Apple 有權限制可設定之管理式 Apple 帳戶數量，以及服務帳戶之相關裝置數量。

2. **貴機構就「管理式 Apple 帳戶」所享有權利。**除法律或本合約另有規定外，你謹同意各個「管理式 Apple 帳戶」在個別終端使用者間或不同機構間均屬不可轉讓。

**ii. 尋找我的 iPhone。**管理式 Apple 帳戶之「尋找我的 iPhone」功能均將自動停用。若授權裝置遺失或被盜，你可使用 MDM 解決方案，將裝置設定為遺失模式，以鎖定裝置、登出終端使用者並自動向 MDM 伺服器傳送報告。你可遙距清除裝置並開啟「啟用鎖」功能，以協助確保裝置無法在沒有適當「管理式 Apple 帳戶」及密碼的狀態下重新啟動。如你未有以密碼保護授權裝置、未開啟遺失模式及/或未有接獲、回覆通知與訊息，Apple 將一概不承擔任何責任。Apple 不負責歸還遺失或遭竊之裝置，或修復遺失之資料。Apple 不會負責更換已開啟「啟用鎖」功能之裝置，亦不承擔此類裝置之擔保責任。你可透過 MDM 移除「啟用鎖」功能或停用遺失模式。

**iii. 帳戶認證。**貴機構管理員、教師及員工之管理式 Apple 帳戶將自動開啟雙重認證，即要求兩類資訊以供認證，例如密碼及安全碼。機構同意向 Apple 提供至少一個流動電話號碼，以便機構接收來自 Apple 的自動撥號或預先錄製的電話和短訊，以作身分驗證和帳戶相關用途，可能會因而產生標準短訊和數據費用。Apple 可能會撥打電話或傳送短訊以：(i) 在你登入時協助保護服務帳戶的安全；(ii) 在你忘記密碼時協助你存取帳戶；或 (iii) 在必要時維護你的服務帳戶或執行本合約及相關政策。分發予終端使用者之管理式 Apple 帳戶亦須設定雙重認證，例如識別授權裝置、入口網站產生之認證碼或電話號碼。貴機構將負責：(a)

分發你為識別終端使用者而建立的管理式 Apple 帳戶；(b) 允許此等終端使用者存取本服務；(c) 防止未經授權存取；及 (d) 保護使用者名稱、密碼及帳戶資料的機密和安全。

iv. **備份**。非屬於共享裝置之授權裝置，將自動定期製作備份，並於使用者以「管理式 Apple 帳戶」登入、裝置螢幕鎖定、連接到電源，且透過 Wi-Fi 網絡連接互聯網時，傳輸至本服務。你可停用 MDM 註冊設定之備份功能。備份僅限於裝置設定、裝置特性、相片、影片、文件、訊息 (iMessage、SMS 及 MMS，如有啟用)、鈴聲、app 資料 (包括「健康」app 資料) (如適用)、位置設定 (例如位置為本的提醒)、主畫面及 app 整理方式。你從 App Store 或 Apple Books Store 購買、下載或提供予貴機構終端使用者之內容，以及從第三方購買或由第三方提供的內容，將不會備份。根據帳戶要求、可用性和任何適用的條款及細則，該等內容可能有資格從這些服務中重新下載。自終端使用者電腦同步之內容亦無備份。如果你啟用「iCloud 相片圖庫」，則你終端使用者的相片圖庫將與其自動 iCloud 備份分開備份。儲存於終端使用者之通訊錄、日曆、書籤及文件中的內容，可以透過終端使用者在網上或任何 Apple 裝置以「管理式 Apple 帳戶」登入的 iCloud 存取。你將自行負責為你和終端使用者之資訊和資料，維護適當的替代備份。

v. **iCloud 相片圖庫**。若你啟用「管理式 Apple 帳戶」之「iCloud 相片圖庫」，授權裝置相片 app 中之相片、影片及元資料 (下稱「裝置相片圖庫」) 將自動傳送至 iCloud，在 iCloud 儲存為終端使用者之相片圖庫，並傳送至終端使用者所有已啟用「iCloud 相片圖庫」之裝置及電腦。如果終端使用者日後變更 (包括刪除) 該等裝置或電腦之裝置相片圖庫，這些變更將自動傳送至並反映於終端使用者之「iCloud 相片圖庫」。此類變更還將自 iCloud 傳送至並反映於終端使用者所有已啟用「iCloud 相片圖庫」的裝置及電腦之「裝置相片圖庫」。各授權裝置或電腦之相片圖庫解像度，可能依照儲存空間及終端使用者為已啟用「iCloud 相片圖庫」裝置選擇之儲存管理選項而不同。若你無意使用「iCloud 相片圖庫」，可以為你的「管理式 Apple 帳戶」及/或授權裝置設定停用。

vi. **功課 app**。如果你為終端使用者提供「功課」app，貴機構的教師和學生可以使用「管理式 Apple 帳戶」來管理其學校作業和功課。

1. **iCloud 檔案共享**。當你使用已連接「管理式 Apple 帳戶」的「功課」app 共享文件時，Apple 會自動整理任何共享到「iCloud 雲碟」內師生班級檔案夾的文件。終端使用者可使用其「管理式 Apple 帳戶」存取其共享檔案。任何你共享文件之班級中的終端使用者都可以看到對這些文件所做的註釋或更改。你可以隨時停止共享檔案。貴機構終端使用者使用「管理式 Apple 帳戶」建立的文件將一直儲存，直到你將其刪除。但是，已複製到其他裝置或電腦的任何檔案都不會被刪除。

2. **學生進度**。你在入口網站選用學生進度功能時，已啟用 ClassKit 的應用程式所指派的活動中的學生進度會列入並報告至 ClassKit 框架。只有教師使用「功課」app 指派的活動才會觸發系統記錄和報告學生進度資料。學生終端使用者可在「功課」app 及其裝置上的設定中檢視自己的學生進度資料。你的教師終端使用者將可查看其班級所

有學生在指定活動上的學生進度資訊。透過使用「功課」app 或已啟用 ClassKit 的應用程式所建立的學生資料，將按照本合約的第 3 節和附錄 A 處理。如果你將某個「管理式 Apple 帳戶」從學生進度功能中剔除，則與該「管理式 Apple 帳戶」相關聯的所有學生進度個人資料將根據第 3L(i) 節刪除。

vii. **第三方 app**。若你讓終端使用者以「管理式 Apple 帳戶」登入第三方 app，即表示你同意允許此等 app 將資料儲存在終端使用者「管理式 Apple 帳戶」的關聯帳戶，並由 Apple 代表相關第三方 app 開發商收集、儲存並處理你及/或終端使用者在使用本服務和此等 app 時的相關資料。第三方 app 可能與下載自同一 app 開發商的其他 app 共享此等資料。你須負責確保你與終端使用者符合各「管理式 Apple 帳戶」的任何儲存限制及所有適用法律 (視乎你讓終端使用者下載的第三方 app 而定)。

viii. **其他 Apple 服務**。如果你讓非學生終端使用者登入其他 Apple 服務，即表示你同意允許 Apple 服務在此等終端使用者的「管理式 Apple 帳戶」關聯帳戶中儲存資料，並允許 Apple 就你及/或非學生終端使用者對 Apple 服務之使用收集、儲存及處理此等資料。你有責任確保基於你允許終端使用者存取的 Apple 服務，你和非學生終端使用者均符合各「管理式 Apple 帳戶」的所有適用法律。若你的非學生終端使用者存取某些 Apple 服務，Apple 可能就你的終端使用者對本服務、Apple 服務和 Apple 服務更新的使用與其通訊。

**E. 伺服器憑證使用**。你謹同意，Apple 所提供之伺服器憑證 (Server Token)，只能用於註冊本服務之 MDM 伺服器、上傳 MDM 註冊設定及接收「管理式 Apple 帳戶」名單資料。你將確保終端使用者僅於授權裝置使用透過你的伺服器憑證傳送或接收之資料。除了你的第三方服務供應商外，你不可將伺服器憑證提供或轉移予其他實體，或與其他實體共享伺服器憑證。你同意採取適當安全防護措施，以保護伺服器憑證之安全與私隱，若伺服器憑證的安全被危害，或你有理由認為伺服器憑證的安全被危害，將撤回伺服器憑證。Apple 保留權利隨時全權決定撤回或停用伺服器憑證。你了解並同意重新產生伺服器憑證將影響貴機構使用本服務，至新伺服器憑證順利加入 MDM 伺服器為止。

**F. 儲存空間及使用限制**。你不得超過任何適用或合理使用限制，例如頻寬或儲存容量 (如與 iCloud 備份相關) 等限制，否則你可能無法使用本服務的部分特性和功能、存取內容或者使用全部或部分「管理式 Apple 帳戶」。若 Apple 限制提供予貴機構之寬頻或儲存容量，將於十 (10) 個工作天內，盡商業上合理努力，透過本服務或其他方法通知你。

**G. 內容提交**。你或終端使用者透過使用本服務上載、下載、發佈、寄送電郵、傳遞、儲存或以其他方式提供之內容，將由你全權負責。你將確認終端使用者已取得有關該等內容之一切必要第三方許可或授權。你已了解，在使用本服務時，你可能會接觸到你或終端使用者認為具有攻

擊、猥褻性質或爭議之內容，且你可能使他人接觸到其認為具有爭議之內容。你了解並同意自行承擔貴機構使用本服務及任何內容之風險。

**H. 內容移除。**你了解 Apple 不對你或終端使用者提供之任何內容負責。Apple 有權 (但無義務) 判斷內容是否適當及符合本合約，並可隨時轉移及/或刪除違反法律或本合約之內容，無需另行通知。若 Apple 移除任何內容，將盡商業合理努力通知貴機構。

**I. 捆綁服務。**本服務之所有功能只能一併提供，不得分拆為獨立應用程式使用。連同特定 Apple 品牌硬件產品提供的 Apple 軟件，未必能在其他型號的 Apple 品牌硬件上運行。

**J. 連結及其他第三方材料。**本服務之部分內容、軟件或功能可能包含有第三方資料或其他網站、資源、內容之超連結。你了解並同意對於此類第三方網站或資源，以及你或終端使用者使用該等網站、資源提供之內容、廣告、產品或資料，Apple 一概不承擔任何責任。

**K. 購買 App 及電子書。**

i. **取得內容。**在預設狀態下，「管理式 Apple 帳戶」無權自 App Store 或 Apple Books Store 取得內容。你可選擇授權管理員、教師或職員存取此等內容，並允許他們以大量採購計劃 (VPP) 購買本服務所用的 app 和書籍。你對 App Store 及/或 Apple Books Store 的使用在適用情況下受《Apple 媒體服務條款及細則》的 H 和 I 部分約束 (<https://www.apple.com/legal/internet-services/itunes/ww/>)。你確認你有權代表並將代表你的授權終端使用者接受此等適用的條款。

ii. **大量採購方案。**你選擇透過 Apple 大量採購計劃進行的採購須受 VPP 條款約束，並將透過 App Store 及/或 Apple Books Store 提供予終端使用者或指定裝置。

**L. 更新及維護；服務變更。**

i. **更新及維護。**Apple 可能會不時更新服務所用的軟件。更新可能包括漏洞修復、功能增進、改良或全新軟件版本。在部分情況下，你必須完成更新，才能繼續使用服務或所有服務功能。若因你未更新而導致效能或安全問題，Apple 一概不承擔任何責任。Apple 將不時進行服務維護作業。Apple 並無義務通知，但將於進行定期之維護作業前，盡商業合理努力通知你。

ii. **服務變更。**Apple 有權不時修改或更新本服務之功能與外觀。你謹同意 Apple 一概不為修改、暫停或終止服務，向你或第三方負責。本服務 (或特定功能、部分) 無法涵蓋所有語言及國家，Apple 並未聲明本服務 (或特定功能、部分) 適用於或可於特定地點使用。

**M. 其他合約。**你了解並同意除本合約條款外，你與 Apple 之間可能另有適用之買賣、服務或其他合約。使用本服務之相關事宜將受本合約條款規管，不受你與 Apple 間之其他合約影響。

**N. 專業服務。**與本服務相關之專業服務 (例如諮詢、開發服務) 若須要由 Apple 供應產品或服務，將另行收取費用，並適用 Apple 與機構另行簽訂之其他合約。

**O. 電子交付。**依照本合約提供之服務及 Apple 軟件 (除授權裝置已安裝之軟件外) 將以電子方式提供。

**P. 費用和稅款。**除非適用法律豁免，否則貴機構將根據服務的使用情況，支付所有應繳納的稅款和關稅 (如有)。若經 Apple 要求，你將向 Apple 證明貴機構免納相關稅項。

## 5. 所有權與限制；著作權聲明

**A. 貴機構之任何內容及於本服務使用或存取之既有軟件應用程式，其所有權及知識產權，一概由你保留。下列所有權及知識產權將由 Apple 或其授權人保留：(1) 本服務及其衍生著作，包括但不限於執行本服務所用之圖表、使用者介面、腳本及軟件 (下稱「軟件」)；(2) 因本服務而提供你之 Apple 軟件，包括其中之知識產權，無論是否註冊或所在地點為何；及 (3) Apple 或你代表 Apple 依照本合約開發或提供之項目。本合約未轉移其中任何技術之擁有權或知識產權。如你於使用本服務期間，發現不適當或可能違反本合約之內容，可透過**

**<https://www.apple.com/legal/contact/> 舉報。你謹進一步同意：**

- i. 本服務 (含 Apple 軟件及其他部分) 含有受知識產權或其他法律保護之專有及保密資料，包括但不限於著作權。
- ii. 除依照本合約使用本服務外，你不可以任何方式使用或向第三方提供此類專有資訊或資料，亦不可要求或容許他人從事此等行為。
- iii. 除本合約條款明確許可者外，本服務之任何部分均不可以任何格式或方法複製。
- iv. 你不可針對本服務進行解譯、還原工程、拆解或試圖取得其中之原始碼，亦不可要求或容許他人從事此等行為。
- v. Apple、Apple 標誌、iCloud、iCloud 標誌、iTunes、iTunes 標誌及本服務使用之其他 Apple 商標、服務標章、圖形及標誌，均屬 Apple Inc. 於美國及其他國家之商標或註冊商標。Apple 商標列表請參閱：

**<https://www.apple.com/legal/intellectual-property/trademark/appletmlist.html>。本服務使用之其他商標、服務標章、圖形及標誌，可能為他人所有之商標。你一概未取得前述商標之權利或授權，並同意不得移除、遮蔽或變動本服務內之任何專有標示 (包括商標及著作權標示)。**

- vi. 你授權 Apple 於本合約有效期內使用貴機構標章，但將以 Apple 依照本合約行使權利及履行義務所需者為限。
- vii. 你可能因本服務而有權存取第三方內容。第三方內容之所有權及知識產權，將由該等內容之所有人或供應商保留；你使用第三方內容之權利，將適用第三方所有人或供應商指定之條款。
- viii. 除本合約許可者外，你不可授權、出售、出租、租賃、轉移、散佈、託管本服務或其中之軟件，或容許其做為分時或服務中心使用，或以其他方式進行商業利用，或提供予第三方。

你了解並同意若你違反前述條文，而你的行為 (包括但不限於侵犯資料私隱或發生資料事故) 有任何衍生或關聯損害或索償，Apple 概不承擔任何責任或義務。

**B. 使用本服務提交或發佈資料或內容即代表：**(i) 你聲明其為該等資料之所有人，及/或具有發佈該等資料所需之權利、授權與許可；(ii) 你授予 Apple 免權利金、非專屬、可轉讓之全球授權，可基於 Apple 提供本服務之目的，於本服務使用、發佈、複製、修改、發行、翻譯、播放及公開展示該等內容，無需對機構支付對價或承擔義務。你了解為提供本服務，並於服務中提供貴機構之內容，Apple 可將貴機構內容於不同公開網絡、媒體中傳輸，並依照相關網絡、裝置或設備之技術規定，修改貴機構內容。你同意 Apple 有權 (但無義務) 依照本合約授予之授權從事該等行為。

**C. 版權聲明 - DMCA。**如果你認為你擁有版權的內容，遭他人透過本服務侵犯版權，請按 Apple 版權政策 (<https://www.apple.com/legal/contact/copyright-infringement.html>) 所示與 Apple 版權代理人聯絡。若終端使用者之帳戶出現侵權情況，Apple 可全權決定暫停或終止該帳戶。

## 6. EULAS

**A. EULA 條款及細則。**欲使用本服務，你及/或終端使用者必須接受本服務使用之任何 Apple 軟件，以及你選擇使用之其他 Apple 軟件的終端使用者授權合約 (EULA) 條款。若要使用本服務，你的管理員必須先接受入口網站上的 Apple 軟件 EULA，才能為終端使用者部署授權裝置執行此等 Apple 軟件。若 Apple 軟件的 EULA 有變，你的管理員必須返回入口網站接受此等 EULA，才能繼續使用本服務。你理解並同意，在接受 EULA 之前，你無法使用本服務或服務之部分或功能，包括將其他授權裝置與 MDM 伺服器建立連結。你有責任將該 EULA 提供給終端使用者，並確保終端使用者了解和遵守 Apple 軟件的 EULA 條款，此外你亦同意負責取得終端使用者使用 Apple 軟件所需之一切必要許可。你同意監管終端使用者妥善使用本合約提供之 Apple 軟件，並承擔全部責任。你理解並同意，你依照約定服務目的使用 Apple 軟件期間，均受本合約的規範和限制，無論軟件相關 EULA 是否包含類似規範。

## 7. 合約期間；終止；暫停；終止之效力

**A. 合約期間。**自你首次接受本合約之日起，本合約即開始生效至依照本合約條款終止為止（以下稱「合約期間」）。

**B. 由 Apple 終止。**Apple 可隨時以任何原因或不具理由於三十 (30) 天前以書面通知你終止本合約。此外，若發生下列任何一項事件，Apple 可不另行通知，立即終止或暫停全部或部分「管理式 Apple 帳戶」及/或存取本服務：(a) 違反本合約，包括但不限於第 4A 條（下稱「使用限制」），或任何其他本協議所引用或在本服務中公佈的政策或指引；(b) 因應執法機關、司法機構或其他政府機構的要求和/或命令；(c) 為你提供本服務是違法行為或可能違法；(d) 無法預期的技術或安全問題；(e) 你參與詐騙或非法活動；(f) 你或任何直接/間接控制你，或是與你受到同一方控制（「控制」一詞的定義請見第 11(D) 條）的實體或人員，在提供本服務的國家或地區受到或將受到制裁或其他限制；或 (g) 你未能支付與本服務相關之費用（如有），並在收到書面要求的三十 (30) 天內未能糾正此等錯誤。Apple 可自行決定終止或暫停服務，且 Apple 不負責你或任何第三方因服務終止或暫停而可能導致或產生之任何損害。

**C. 由你終止。**你隨時可停止使用本服務。若你刪除任何「管理式 Apple 帳戶」，你及相關的終端使用者將無法存取本服務。此動作無法還原。

**D. 終止之效力。**本合約終止或期滿後，一方授予另一方之權利將根據本協議第 11L 節的規定（條款存續）隨即終止。

**E. 第三方權利。**在任何情況下，未經 Apple 事前書面同意，你不得與第三方簽訂任何可能影響 Apple 權利或以任何方式拘束 Apple 之協議，且未經 Apple 事前書面同意，你不得公開任何該等協議。

## 8. 賠償

對於由下列任何一種情況引起或與之相關，而為 Apple 受償方招致的任何及所有申索、法律責任、訴訟、損害、主張、和解、開支、費用、成本和任何類型損失，包括但不限於律師費和法院費用（下文統稱「損失」），你同意在適用法例允許的範圍內對 Apple 作出彌償及使其不受損害，並應 Apple 要求為 Apple、其董事、主管、員工、股東、承包商和代理人（各自稱為「Apple 受償方」）抗辯：(a) 你及/或貴機構終端使用者透過本服務提交、發佈、傳輸或以其他方式提供的任何內容；(b) 貴機構及/或貴機構終端使用者實際或被指控違反或未遵守本合約中的任何認證、公約、義務、聲明或保證；或 (c) 貴機構及/或貴機構終端使用者侵害他人之任何權利，或違反任何法律、法規和規定。你確認因本服務或 Apple 軟件提供之內容、功能、服務、資料或資訊若有錯誤或不正確，或本服務或 Apple 軟件一旦故障，可能導致死亡、人身傷害，或嚴重物理或環境損害之情況，均非本服務之目

的；且在適用之法律許可範圍內，若你或終端使用者將本服務用於前述用途，而對於此等 Apple 受償方造成任何損失，你茲此同意賠償每一 Apple 受償方並為其抗辯，使其免受損害。本合約終止或屆期及/或你終止或因屆期而不再使用本服務後，前述義務仍將存續。

## 9. 免責聲明

你明確理解並同意，在適用之法律許可範圍內，本服務、Apple 軟件及任何有關內容、功能服務或素材均按「現狀」和「現有」基礎所提供。Apple 及其附屬公司、子公司、主管、董事、員工、代理人、合作夥伴和授權人 (在本合約第 9 和第 10 節統稱為「Apple」) 明確拒絕承擔任何類型之明示或默示之保證，包括但不限於適售性、符合特定用途和不侵權之默示保證。Apple 尤其不提供下列擔保：(I) 本服務將符合你的要求；(II) 你將能適時、不中斷、安全地使用本服務，或不受任何錯誤、損失、毀損、攻擊、病毒或駭客入侵；(III) 你從本服務獲取之任何資料為準確或可靠；以及 (IV) 本服務提供予你之軟件中之任何瑕疵或錯誤將被修正。

你同意 Apple 可不時無限期刪除本服務，或依照本合約條款取消本服務。透過本服務下載或以其他方式取得之任何素材，均為你自願取得並應自行承擔相關風險，你因下載任何該等素材而導致你的裝置或電腦受損或資料遺失，你應自行承擔全部責任。你亦明白本服務故障、延遲或提供之內容、資料或資訊有任何錯誤或不正確而可能導致死亡、人身傷害或嚴重物理或環境損害之情況，均非本服務之意圖或適合使用之情況或環境。

## 10. 有限責任

除適用之法律禁止外，在任何情況下，Apple 一概不負責因下列情事產生之任何直接、人身傷害、間接、偶發、特殊、衍生或懲罰性損害賠償，包括但不限於利潤損失、資料毀損或遺失、商譽損失、無法傳送或接收任何資料 (包括但不限於課程要求、作業和素材)、替代商品或服務的採購成本、業務中斷，任何其他有形或無形之損害或損失 (即使 Apple 已被告知該損害發生的可能性)：(I) 使用或無法使用本服務、Apple 軟件、本服務功能服務、內容、素材或第三方軟件或應用程式；(II) 本服務之任何變更，或暫時或永久停止本服務之全部或任何部分服務；(III) 未經授權存取或變更本服務、你的傳輸數據或資料；(IV) 你透過或在本服務上的傳輸數據或資料遭到刪除、毀損、未能儲存及/或發送或收取；(V) 任何第三方在本服務上之任何聲明或行為；或 (VI) 與本服務相關之任何其他事宜。

## 11. 其他事項

**A. 雙方關係。**本協議並無就你與 Apple 之間建立任何代理關係、合作夥伴、合資、受託或任何其他形式的法律關係，你亦不得以明示、暗示、表現或其他方式對此作出相反聲明。除本合約另有明確規定外，本合約非為任何第三方之利益而存在。

**B. 豁免；轉讓。**延遲或未採取本合約下之行動一概不構成豁免，除非經由 Apple 正式授權代表簽署作書面確認表示豁免，且任何單一豁免將不構成持續或衍生之豁免。你不得轉讓本合約之全部或任何部分。任何轉讓該屬無效。

**C. 驗證。**在適用之法律許可範圍內，Apple 可 (透過遠端軟件工具或其他方式) 驗證你對本服務之使用是否符合本合約條款。你同意配合 Apple 的驗證程序，並提供合理協助及相關資料之存取。任何此類驗證不得不合理地干擾你的正常業務運作，且你同意 Apple 並不負責你因配合驗證程序而產生之任何成本或費用。

**D. 出口控制。**使用本服務和軟件，包括透過本服務轉移、發佈或上傳資料、軟件或其他內容，可能受美國和其他國家/地區的進出口法律約束。你同意遵守所有適用的進出口法律和法規。其中包括但不限於：將本軟件出口或轉出口至 (a) 任何美國禁運國家/地區，或 (b) 美國財政部特別指定國民名單，或美國商務部拒絕交易人士或實體名單上的任何人。當你使用本軟件或服務，即聲明及保證你並非身處上述任何禁運國家/地區，或名列上述名單。你亦同意不會將本軟件或服務用於美國法律禁止之任何目的，包括但不限於開發、設計、製造或生產導彈、核子、化學或生物武器。你亦同意不會將任何下列資料或軟件上傳至你的帳戶：(a) 受《國際武器貿易條例》約束；或 (b) 在未事先獲得政府書面授權的情況下，不得出口包括但不限於某些類型的加密軟件和原始碼。本保證和承諾在本協議終止後仍然有效。

你聲明並保證，你或任何直接/間接控制你，或是與你受到同一方控制的實體或人員：(a) 不在提供該服務的國家或地區的任何制裁名單上，(b) 並未在美國禁運國家或地區經營業務，且 (c) 並非 15 C.F.R § 744 所定義並位於其涵蓋範圍內的軍方終端用戶。如同第 11(D) 節所用，「控制」一詞是指直接或間接擁有指導或促成指導另一方實體管理政策的權力，不論透過具投票權之證券的擁有權、註冊資本權益、合約或其他方式。

**E. 遵守法律。**貴機構應遵守且確保貴機構所有員工、承包商和代理人均遵守本服務使用所適用之所有法律、條例和規章，包括但不限於打擊賄賂和貪腐的法律，包括美國海外貪污防治法、英國反賄賂法、OECD 打擊國際商業交易中賄賂外國公職人員公約的原則，以及依照本合約執行業務或履行服務所在國家之任何相關法律。

**F. 聯邦政府終端使用者。**本服務、Apple 軟件和相關文件屬於美國聯邦法規 (C.F.R.) 第 48 篇 §2.101 「商業電腦軟件」和「商業電腦軟件說明文件」定義之「商業產品」，並視乎情況適用 C.F.R. 第 48 篇 §12.212 或第 48 篇 §227.7202。在符合 48 C.F.R. §12.212 或 48 C.F.R. § 227.7202-1 至 227.7202-4 (以適用者為準) 的規定下，商用電腦軟件和商用電腦軟件文檔 (a) 只作為商業產品向美國政府的終端使用者授予許可，及 (b) 只附有根據本許可證條款及細則授予所有其他終端使用者的權利。未公開之權利則依照美國版權法予以保留。

**G. 律師費用。**在適用法律不禁止的範圍內，因執行或解釋本合約任何條款或規定而引起之任何監管、行政、法律或衡平法之訴訟或程序(不包括本合約規定之任何調解)，該訴訟或程序之勝訴方除有權獲得所判之賠償外，應有權要求補償其合理的律師費、專家證人費、訴訟成本和費用。本合約下之「勝訴方」包括但不限於因另一方支付被指控之到期付款、履行被指控已違反之承諾，或支付等同訴訟請求之對價而撤回有關補償之訴訟之一方。

**H. 管轄法律。**如果貴機構是美國公共和經認可的教育機構，那麼本合約將根據貴機構所在州份的法律進行管理和解釋，惟法律衝突的法律體系除外。你和 Apple 茲此同意貴機構所在州份的聯邦地方法庭為個人管轄權之法庭及審判地點。

針對所有其他位於美國或根據本合約受美國法律約束的機構，本合約將依照加利福尼亞州之法律規範及解釋，如同由加利福尼亞州居民簽訂，並完全於加利福尼亞州境內履行。雙方並同意因本合約所引起之任何訴訟，將由下列法庭為個人管轄權之法庭及審判地點，並放棄對該管轄權及審判地點之異議：美國加利福尼亞北區聯邦地區法院、加利福尼亞州聖塔克拉拉縣高等法院，或任何位於聖塔克拉拉縣之其他法院。

如果貴機構位於美國境外，應以 Apple (定義詳見第 11M 節) 為你提供服務的實體所在國家或地區之法律和法庭，作為管轄法律和法庭。

如果你是透過政府間章程或協議獲賦予豁免國家法院管轄權的國際政府間組織，則由本協議引起或與本協議相關的任何爭議、申索或違約行為，須由根據該規則任命的三名仲裁員根據申請仲裁時有效的國際商會仲裁規則(下稱「ICC Rules」)進行仲裁，並將依照律師協會(IBA)國際仲裁取證規則國際商會仲裁規則進行仲裁，按國際仲裁中取證的規則進行。仲裁地點為英國倫敦。仲裁語言須為英文。若 Apple 提出要求，你同意提供證據證明你是具有此類特權和豁免權的政府間組織。

本協議不受《聯合國國際貨物銷售合約公約》(United Nations Convention on Contracts for the International Sale of Goods) 規管，謹此明確排除適用。

**I. 通知。**除本合約另有規定外，依照本合約條款或法律規定要求或許可發送之任何通知，應以書面為之，並應：(a) 由專人送遞，(b) 以美國郵政服務寄送，或 (c) 以航空快遞寄送，前述之任何一種方式應預付全額郵資並妥善寄送至：Apple Inc., Apple Developer Legal (Apple School Manager), One Apple Park Way, 37-21SM, Cupertino, California 95014 U.S.A.。任何一方須依照本規條下之規定方式通知另一方變更其地址。有關通知將於下列時點被視為送達：專人送抵

之時，依照前述方式郵寄後三 (3) 個工作日，或交寄航空快遞後一 (1) 日。你同意以電郵形式接收通知，並同意 Apple 以電子方式向你發送任何通知均符合法定通訊規定。

**J. 不可抗力。**若因戰爭、敵對行為、恐怖行動、民變、火災、地震、天災、自然災害、意外事故、流行疫病、勞工抗爭、政府限制行為 (包括但不限於任何進出口證或其他執照被駁回或取消)，或義務方無法合理控制之其他事件，以致無法履行或延遲履行本合約義務，該方無須負責；但獲悉不可抗力情況之一方應於五 (5) 個工作日內以書面通知另一方。雙方須盡合理努力，減輕不可抗力事件的影響。若發生不可抗力事件，應根據不可抗力的事故期間延長履約或補正時期，但於任何情況下不得超過三十 (30) 天。本規條並未豁免任何一方提出和遵守合理災後復原程序的義務。

**K. 完整合約；合約可分性；合約變更。**本合約構成你與 Apple 就本服務使用相關事項所約定之完整協議，規範你使用本服務，並完全取代你與 Apple 先前就本服務約定之任何協議。若你使用附屬服務、第三方內容或第三方軟件，可能須遵守額外條款及細則。除本合約就本服務另有規定外，本合約不得取代 Apple 軟件之 EULAs。本合約只能在本合約明確允許的範圍內進行修改 (例如 Apple 通知你)。若你拒絕接受該變更，Apple 將有權終止本合約及你的帳戶。若本合約任何部分被認為無效或無法執行，該部分應按照適用之法律解釋並盡可能反映雙方原意，其餘部分應維持完整作用和效力。Apple 未行使或執行本合約任何權利或規定，不得視為放棄該權利或豁免該條款。本合約依照當地法律規定提供之任何譯本，若英文版與任何非英語版本之間出現分歧，一概以本合約的英文版為準。

**L. 條款存續。**本合約任何條款和規定 (包括任何附件和增補) 依照其性質和意圖，若應於本合約終止或期滿後存續者，應繼續有效。

**M. 定義。**本合約中，除另有明文規定外：

「管理員」指貴機構的員工或承包商 (或第三方服務供應商) 擔任機構的授權代表以管理帳戶，包括但不限於按照本合約的條款管理伺服器、上載 MDM 描述檔設定、為機構帳戶新增裝置、建立和管理管理式 Apple 帳戶，以及與管理本服務相關的其他工作等。

「Apple」於本合約\*：

- 就美國 (包括波多黎各) 使用者而言，指 Apple Inc.，位於 One Apple Park Way, Cupertino, California, 95014, United States；
- 就加拿大或其屬地的使用者而言，指 Apple Canada Inc.，位於 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8；

- 就日本使用者而言，指 iTunes K.K.，位於 Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo for users in Japan；
- 就大韓民國的使用者而言，指 Apple Services Pte. Ltd.，位於 7 Ang Mo Kio Street 64, Singapore；
- 就澳洲、紐西蘭 (包括所屬島嶼、領地及附屬管轄區) 的使用者而言，指 Apple Pty Limited，位於 Level 2, 20 Martin Place, Sydney NSW 2000, Australia；
- 就墨西哥、中美洲、南美洲或任何加勒比海國家或地區 (不包括波多黎各) 的使用者而言，指 Apple Services LATAM LLC，位於 1 Alhambra Plaza, Ste. 700 Coral Gables, Florida 33134, U.S.A；及
- 就設有本服務而上文並未提及的所有其他國家或地區之使用者而言，指 Apple Distribution International Ltd.，位於 Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland。

「Apple 人員」指 Apple 員工、代理人及/或承包商。

「Apple 服務」意指根據本合約提供予貴機構終端使用者使用之 App Store、Apple Books、Apple Online Store、AppleCare 服務計劃、Apple Teacher Learning Center，以及其他 Apple 服務。

「Apple 軟件」意指 iOS、iPadOS、macOS、tvOS、visionOS、watchOS、「課堂」、「功課」及其任何後續版本。

「Apple 服務供應商」及「服務供應商」指代表 Apple 執行與 Apple 提供本服務相關的特定工作 (例如處理或儲存資料以及提供客戶服務) 之第三方。

「授權裝置」意指由你擁有或控制的 Apple 品牌硬件 (包括由家長購買或捐贈以供機構使用的硬件)，這些硬件指定僅由終端使用者使用，且符合使用本服務所需之適用技術規格及要求。個人擁有的裝置不得在本服務下註冊受監管的裝置管理，而且可能無法新增到你的帳戶。

「內容」指使用本服務所產生或接觸之任何資訊，例如資料檔、裝置特性、書面文件、軟件、音樂、圖像、相片、影像、音效、視訊、訊息及任何其他類似資料，包括個人資料。

「終端使用者」意指獲機構授權或代表機構按照本合約使用本服務之機構員工、教師、職員、承包商 (或第三方服務供應商)<sup>4</sup>、管理員及/或學生 (如適用)。

「最終使用者許可協議」或「EULA」意指 Apple 軟件的軟件許可協議條款及細則。

「GDPR」是指 2016 年 4 月 27 日歐洲議會和理事會就保護自然人個人資料之處理和自由流通所頒發的歐盟 (EU) 第 2016/679 號條例，以及廢除 95/46/EC 指令。

「ISO 27001 認證」是指 ISO/IEC 27001:2013 認證或涵蓋服務的同等認證。

「ISO 27018 認證」是指 ISO/IEC 27018:2014 認證或涵蓋服務的同等認證。

「MDM 註冊設定檔」指本服務可配置和管理 Apple 品牌產品之設定檔，包括但不限於裝置的初始註冊程序，及監督裝置、制定強制組態或封鎖 MDM 描述檔的設定。

「MDM 伺服器」意指由你 (或代你行事的第三方服務供應商) 擁有或控制，且指定用於與本服務通訊的電腦。

「個人資料」意指可合理用於識別在本協議下受貴機構管控之人士的資料。個人資料可能與你機構的學生、教師、管理員、員工及承包商有關，例如「管理式 Apple 帳戶」的相關資料。個人資料不包括已進行彙總、匿名處理或去識別化的資料，此等資料無法再合理連結個人或與個人產生關聯。

「伺服器憑證」指你的公鑰、「管理式 Apple 帳戶」和 Apple 提供的憑證，結合三者允許你的 MDM 伺服器註冊本服務。

「服務」意指 Apple 按照本合約提供予貴機構的 Apple School Manager 服務 (及其任何軟件、功能與特點)，以便貴機構透過入口網站及其他 Apple 網站和服務 (例如 iCloud) 管理授權裝置、內容、連接所屬管理式 Apple 帳戶的管理式 Apple 帳戶及 iCloud 儲存空間，以及授權終端使用者的存取和使用。

「第三方內容」指你透過本服務或使用本服務或結合本服務並從 Apple 以外之第三方來源取得或衍生之任何形式的資料檔、裝置特性、書面文件、軟件、音樂、圖像、相片、影像、音效、視訊、訊息及任何其他類似資料內容。

「第三方服務供應商」指依照本合約條款為你提供服務之第三方。

「你」、「你的」、「機構」或「貴機構」指簽訂本合約之機構。為免產生任何疑問，機構應負責確保授權後代表其行使本合約權利之員工、承包商、第三方服務供應商及代理人等均能遵守本合約。

「貴機構內容」指你或貴機構代表終端使用者提供之任何形式的資料檔、裝置特性、書面文件、軟件、音樂、圖像、相片、影像、音效、視訊、訊息及任何其他類似資料 (包括上述定義之個人資料)。該內容將存放於本服務，或在本服務上或透過本服務執行。

「入口網站」意指 Apple 供你管理本服務的網絡平台。

## 附錄 A

### 學生個人資料私隱聲明

#### 學生管理式 Apple 帳戶

使用你建立的「管理式 Apple 帳戶」，學生將可利用你為教育目的而選擇提供的 Apple 功能與服務。

例如學生可使用其「管理式 Apple 帳戶」：

- 撥打和接收 FaceTime 視像和語音通話
- 使用「相機」、「相片」、「iCloud 相片共享」、「訊息」、「郵件」和其他 Apple app，建立和分享相片、文件、影片、語音訊息及短訊
- 使用課堂 app 互動，教師和管理員可以指導學生完成課堂並檢視學生的裝置畫面
- 儲存通訊錄、日曆事件、備忘錄、提醒、相片、文件，並備份到 iCloud
- 透過 Safari 和 Spotlight 存取及搜尋互聯網和互聯網資源
- 在 Apple School Manager 啟用學生進度功能時，已啟用 ClassKit 的 app 會記錄並分享其進度
- 使用「功課」app 檢視課堂作業、前往指派的 app 活動、與教師和其他學生協作，以及提交功課
- 將支援的學生證或企業通行證加入「銀包」。

未得適當同意，Apple 不會在知情的情況下收集、使用或披露你學生的任何個人資料。你同意若適用法律要求，你有責任取得學生及/或家長的同意並向其提供充分通知，方可建立「管理式 Apple 帳戶」、供 Apple 使用「管理式 Apple 帳戶」提供服務，以及收集、使用和披露你或終端使用者透過本服務提供 (包括你為學生提供的任何額外功能與服務) 的學生個人資料。

凡許可建立學生管理式 Apple 帳戶者，Apple 將採取額外步驟確認該人士是否為你機構的管理員，有權代你給予同意。

#### 資料的收集

建立管理式 Apple 帳戶：

Apple 可能會接收以下你或你的代表所提供之個人資料以便為你的學生建立「管理式 Apple 帳戶」：學生姓名、機構、註冊課程、角色及學生 ID。你亦可選擇提供學生的年級和電郵地址。為保護學生帳戶的安全性，以及讓你能在網上輕鬆重設學生密碼，你必須對該資料保密。

以「管理式 Apple 帳戶」使用 Apple 服務：

對於你為教育目的而選擇提供的 Apple 功能與服務，Apple 可能收集與學生使用情況相關的個人資料，包括上述資料。例如，若你選擇使用「功課」app，Apple 可能向學生收集與教師透過「功課」app 指派之活動有關的個人資料，例如你的學生將活動標記為完成的時間，以及他們對指派之活動的意見。若你在 Apple School Manager 中啟用學生進度功能，Apple 將從參與 app 中接收所指派活動的學生進度資料，例如閱讀書籍的一章、完成一組數學方程式或參加測驗。

此外，Apple 可能收集有關你的學生使用本服務的診斷及技術資料，例如 IP 位址，以及學生的裝置、瀏覽器、系統與應用程式軟件以及周邊裝置的資料。

### 資料之使用

基於教育目的提供及支援你或終端使用者本服務時，Apple 將使用你或終端使用者就本服務提供之學生個人資料。

Apple 絕不會使用學生個人資料以作為創造、開發、作業、供應或改善廣告之用。透過本服務建立受管理 Apple 帳戶之所有相關裝置將預設關閉個人化廣告，以確保學生不會收到定位廣告。但該裝置仍可能收到非鎖定目標廣告，取決於你下載之任何第三方 app。

Apple 可能使用無法識別個人身分的診斷、技術、使用和相關資訊，包括但不限於識別碼、授權裝置、系統與應用程式軟件、周邊裝置的相關資料，以及 Cookie，以便提供與改善服務、促進提供與本服務相關的軟件更新、產品支援和其他功能，用於保安和帳戶管理，以及確認對本協議條款的合規情況。例如，Apple 可能使用學生對「功課」app 之使用情況的非個人識別資料(與「管理式 Apple 帳戶」無關)來提供並改善 app。

### 披露予第三方

#### 管理式 Apple 帳戶

取決於你設定的限制，你的學生亦可能使用你選擇提供的 Apple 服務和功能(包括上述服務與功能)與其他學生及教師分享資料。

此外，若你的學生使用自己的「管理式 Apple 帳戶」登入由第三方擁有的裝置(例如，朋友的 iPod 或父母的 iPad)，他人使用該裝置時即可看見或存取學生「管理式 Apple 帳戶」之相關資料，除非及直至學生登出帳戶。

若你選擇存取、使用、下載、安裝或啟用與本服務共同運作，但不屬於本服務範圍之第三方產品或服務，本服務可於使用此類附加產品或服務之必要範圍內，允許該等產品存取個人資料。當中某些第三方產品或服務也可能向 Apple 提供對個人資料的存取權限，例如，如果你允許你的學生透過聯合身分供應商登入服務。你並無義務使用此類服務相關附加產品或服務，貴機構管理員可依照本合約限制使用該等附加產品或服務。於存取、使用、下載、安裝或允許第三方產品或服務，並與「管理式 Apple 帳戶」一併使用前，你應審閱該等第三方產品及服務之條款、政策與方法，以了解其可能自你的學生收集之資料內容，與使用、分享、儲存方法 (如適用)，以及該等方法是否符合你取得之同意。

### Apple 服務供應商

Apple 可能會向代表 Apple 執行與 Apple 提供本服務相關的特定工作 (例如處理或儲存資料以及提供客戶服務) 之 Apple 服務供應商提供個人資料。你授權選用 Apple Inc. 作為服務供應商及 Apple 可能選用的任何其他服務供應商，唯此等服務供應商須在合約下保護個人資料，保護程度不得低於 Apple 在本合約下處理此等資料的方式，而且不會將此等資料用於本合約條文以外的任何其他用途。此等服務供應商的名單可供索取。如果 Apple 服務供應商未能履行本合約規定的資料保護義務，Apple 將就該 Apple 服務供應商應履行適用法律所要求的義務向你承擔全部責任。

### 其他

Apple 為執行 Apple 條款，或為保護 Apple 營運或使用者，在其判定合理必要的情況下，得揭露你或你學生的個人資料。此外，Apple 如果發生重組、合併或出售情事，Apple 將轉移你所提供之任何和所有個人資料予相關當事人。

### 存取、更正、刪除

Apple 允許你存取、更正或刪除你學生之「管理式 Apple 帳戶」相關資料。你可以透過入口網站刪除與你「管理式 Apple 帳戶」關聯的資料。如有疑問，你可前往以下網站聯絡我們：

<https://www.apple.com/legal/privacy/contact/>。

### 家長/監護人審閱及刪除資料

在中小學 (K-12) 擁有「管理式 Apple 帳戶」之學生終端使用者的家長或監護人可以聯絡管理員，存取孩子的個人資料或要求刪除。如果家長或監護人希望停止進一步收集其孩子的個人資料，家長或監護人可以要求管理員使用可用的服務控制，以限制其孩子存取某些功能，或者完全刪除的帳戶。

Apple 的私隱政策詳見 <https://www.apple.com/legal/privacy/>，且在符合本聲明和本合約第 3 節的範圍內以參照方式納入本合約。對於透過「管理式 Apple 帳戶」使用本服務，**如果 Apple 私隱政策與本聲明和本合約的第 3 節有抵觸，概以本聲明和本合約的第 3 節為準。**

請注意：本聲明不適用於任何第三方 app 的資料收集。採購或下載第三方 app 供學生以「管理式 Apple 帳戶」使用前，請你務必檢視該第三方 app 的條款、政策和實際措施。

## WELCOME TO APPLE SCHOOL MANAGER

This Apple School Manager Agreement (“Agreement”) between Your Institution and Apple governs Your Institution’s use of software, services and websites that make up Apple School Manager (collectively referred to as the “Service”). You agree that You have the full legal authority to bind Your Institution to these terms. By clicking “Agree”, You agree that You have read and understand these terms, and that these terms apply if You choose to access or use the Service or make it available to others. If You do not have the legal authority to bind Your Institution or do not agree to these terms, do not click “Agree.”

### 1. GENERAL

**A. Service.** Apple is the provider of the Service, which permits You, under the terms and conditions of this Agreement, to: (i) enroll Authorized Devices for the purpose of Mobile Device Management (MDM) within Your Institution; (ii) access relevant software tools to facilitate the Service; (iii) administer Your creation and distribution of Managed Apple Accounts and their use by Your End Users; (iv) manage the transmission, storage, purchase and maintenance of relevant data and Content related to the Service; (v) manage Your creation and administration of courses using the Service; and (vi) enable certain features and functionality of the Service for End Users to use with their Managed Apple Accounts including, without limitation, the measurement of student progress on activities assigned in ClassKit enabled applications through Apple School Manager, features involving Third Party Products and Services as set forth in Section 3 of this Agreement, and the features and services set forth in Section 4D of this Agreement. You agree to use the Service only in compliance with this Agreement and all applicable laws and regulations.

**B. Device and User Enrollment.** You may use the device enrollment features of the Service to enroll only Authorized Devices in the Service. If You elect to use the Service and enroll Authorized Devices as set forth in this Agreement, then Apple will provide You with a Web Portal and an Administrator account with which You will be able to create and manage the Managed Apple Accounts for End Users and make the features of the Service available. Once You create the Managed Apple Accounts for End Users, such accounts will be accessible via Institution-owned shared or individual devices, and any devices used by End Users to access their Managed Apple Accounts. You are responsible for determining and selecting the Service features You wish to provide to Your End Users.

### 2. RIGHT TO USE

**A.** Unless stated otherwise in this Agreement, You have the non-exclusive, non-assignable, non-transferable, and limited right to access and use the Service during the Term solely for Your educational operations and subject to the terms of this Agreement. You may permit Your End Users to use the Service for the foregoing purpose, and You are responsible for Your End Users’ compliance with the terms of this Agreement.

**B.** You do not acquire any right or license to use the Service, or any of its features, beyond the scope and/or duration of the Service specified in this Agreement. Your right to access and use the Service will terminate upon the termination and/or expiration of this Agreement.

**C.** Except as otherwise expressly stated in this Agreement, You agree that Apple has no obligation to provide any Apple Software, programs, features, services or products as part of the Service.

### 3. DATA PRIVACY AND SECURITY

**A. Customer Instructions and Use of Personal Data.** Under this Agreement, Apple, acting as a data processor on Your behalf, may receive Personal Data if provided by You or on Your behalf and Your End Users. By entering into this Agreement, You instruct Apple to process such Personal Data, in accordance with applicable law: (i) to provide and support Your use and Your End Users' use of the Service, including any Apple features, functionality, and services You or applicable End Users enable; (ii) pursuant to Your instructions as given through Your or applicable End Users' use of the Service (including the Web Portal and other features and functionality of the Service); (iii) as specified under this Agreement including as set forth in Exhibit A for student End Users; and (iv) as further documented in any other written instructions given by You and acknowledged by Apple as constituting instructions under this Agreement.

You understand that Apple may process Personal Data associated with a Managed Apple Account, such as name, Institution, enrolled classes, role, contact information such as email address and phone number, grade level, employment information, user identifiers, and device identifiers, as applicable and depending on the type of End User, the services used, and data provided. Apple may also process Personal Data in connection with its provision of features and services that are available with a Managed Apple Account, including without limitation those services outlined in Section 1A above, Section 4D below, Apple Services, and services outlined in Exhibit A for student End Users. The processing of student End Users' Personal Data is explained in further detail in Exhibit A.

Apple shall only process Personal Data pursuant to Your instructions, as described in this Agreement, including Section 3A and Exhibit A for student End Users, unless (i) prohibited by an applicable legal requirement from doing so or (ii) required to do so by an applicable legal requirement. In such cases, Apple will inform You of that legal requirement before processing Personal Data (unless prohibited by that law from doing so on important grounds of public interest). Apple shall not disclose any Personal Data or engage in any processing activity in connection with this Agreement in such a manner as to constitute a "sale" or "sharing" (as those terms are defined in the California Consumer Privacy Act (CCPA) or any similar concept in other data protection laws) of Personal Data. Apple shall immediately inform You if, in Apple's opinion, any of Your instructions infringes the GDPR or other Union or Member State data protection provisions, to the extent required. Apple shall also inform you if it can no longer meet its obligations under the CCPA or other applicable data protection laws and regulations.

In addition, Apple and its affiliates and agents may collect, use, store, and process diagnostic, technical, usage and related information, including but not limited to, unique system or hardware identifiers, and information about Your Authorized Devices, system and application software, and peripherals, cookies, and IP addresses in a way that does not personally identify Your End Users in order to provide and improve the Service; to facilitate the provision of software updates, product support, and other features related to the Service; for security and account management purposes; and to verify compliance with the terms of this Agreement.

**B. Compliance with law.** You agree that You are solely liable and responsible for ensuring Your compliance with all applicable laws, including without limitation privacy and data protection laws, regarding the use or collection of data and information through the Service. You are also responsible for all activity related to Personal Data, including but not limited to, monitoring such Personal Data and activity, and preventing and addressing inappropriate data and activity, including the removal of data and the termination of access of the End User making such data available. You are responsible for safeguarding and limiting access to End

User data by all persons and any of Your service providers, including Your Third Party Service Providers, with access to End User data and for the actions of all persons who are permitted access to use the Service by You.

**C. Data Incidents.** Apple will (i) notify Institution, without undue delay and as required by law, if Apple becomes aware that there has been a breach of security of the Service leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Institution's Personal Data ("a Data Incident"); and (ii) take reasonable steps to minimize harm and secure Institution's Personal Data. You are responsible for providing Apple with Institution's updated contact information for such notification purposes. Apple will also assist Institution to the extent it involves Personal Data that Apple has access to in connection with the Service, to ensure Institution complies with its obligations to provide notice of Data Incidents to supervisory authorities or data subjects as required under Articles 33 and 34 of the GDPR, if applicable, or any other equivalent obligations under applicable law.

Apple will not access the contents of Your Personal Data in order to identify information subject to any specific legal requirements. Institution is responsible for complying with incident notification laws applicable to the Institution and fulfilling any third party obligations related to Data Incident(s).

Apple's notification of, or response to, a Data Incident under this Section 3C will not be construed as an acknowledgment by Apple of any responsibility or liability with respect to a Data Incident.

**D. Your Audit/Inspection Rights.** To the extent that the GDPR applies to the processing of Your or Your End Users' Personal Data, Apple will provide You with the information necessary to demonstrate compliance with Article 28 of that law. In the event that You have audit rights under other applicable laws, Apple will provide You with the information necessary to demonstrate compliance with Your obligations under those laws. If you choose to exercise Your audit rights under this Section 3D, Apple shall demonstrate compliance by providing you with a copy of Apple Inc.'s ISO 27001 and ISO 27018 Certifications.

**E. Security Procedures.** Apple shall use industry-standard measures to safeguard Personal Data during the processing of Personal Data. Encrypted Personal Data may be stored at Apple's geographic discretion. As part of these measures, Apple will also use commercially reasonable efforts to: (a) encrypt Personal Data at rest and in transit; (b) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) restore the availability of Personal Data in a timely manner in the event of a physical or technical issue; and (d) regularly test, assess, and evaluate the effectiveness of technical and organizational measures for ensuring the security of the processing of Personal Data. Apple may update the security features from time to time as long as the updates do not result in the degradation of the overall security of the Service.

**F. Security controls.** Apple will assist You to ensure Your compliance with Your obligations with regards to the security of Personal Data, including Your Institution's obligations, under Article 32 of the GDPR or equivalent obligations under applicable law, by implementing the Security Procedures set forth in Section 3E of this Agreement and by maintaining the ISO 27001 and ISO 27018 Certifications. Apple will make available for review by Institution the certificates issued in relation to the ISO 27001 and ISO 27018 Certifications following a request by You or Your Institution under this Section 3F.

**G. Security Compliance.** Apple will take appropriate steps to ensure compliance with security procedures by Apple Personnel and Apple Service Providers and Apple shall ensure that any persons authorized to process Personal Data comply with applicable laws regarding the confidentiality and security of Personal Data with regards to the Service.

**H. Data Impact Assessment and Prior Consultation.** Apple will reasonably assist Institution as required under applicable law, to the extent it involves Personal Data Apple has access to in connection with the Service, to ensure Institution's compliance with any applicable obligations requiring Institution to conduct data protection impact assessments, or to consult with a supervisory authority prior to processing where such is required by law.

**I. Breach Notification and Cooperation.** You shall promptly notify Apple in the event that You learn or have reason to believe that any person, or entity, has breached Your security measures or has gained unauthorized access to: (1) Your Personal Data; (2) any restricted areas of the Service; or (3) Apple's confidential information (collectively, "Information Security Breach"). In the event of an Information Security Breach, You shall provide Apple with reasonable assistance and support to minimize the harm and secure the data.

**J. Data Transfer.** If required by law, Apple will ensure that any international data transfer is done only to a country that ensures an adequate level of protection, has provided appropriate safeguards as set forth in applicable law, such as those in Articles 46 and 47 of the GDPR (e.g., standard data protection clauses), or is subject to a derogation in Article 49 of the GDPR. Such safeguards may include the Model Contract Clauses as executed by Apple, or other data transfer agreements, which You agree to enter into if required by Your jurisdiction, as executed by Apple at <https://www.apple.com/legal/enterprise/datatransfer/>. Apple's international transfer of Personal Data collected in participating Asia-Pacific Economic Cooperation (APEC) countries abides by the APEC Cross-Border Privacy Rules (CBPR) System (<http://cbprs.org/>) and Privacy Recognition for Processors (PRP) System (<http://cbprs.org/>) for the transfer of Personal Data. In case of questions or unresolved concerns about our APEC CBPR or PRP certifications, our third-party dispute resolution provider (<https://feedback-form.truste.com/watchdog/request>) can be contacted.

**K. Destruction of Data.** Upon termination of this Agreement for any reason, Apple shall securely destroy Your and Your End Users' Personal Data that is stored by Apple in connection with the Service within a reasonable period of time, but in any case, no longer than 180 days.

**L. Requests Regarding Personal Data.**

- i. **Institution Requests:** Apple shall provide You with the ability to access, correct, retrieve, or delete Your and Your End Users' Personal Data in accordance with Your obligations under privacy and data protection laws, as applicable. In the event that You make a request to Apple regarding Your or Your End Users' Content or Personal Data in connection with the Service, Apple will either reasonably (i) enable You to manage such requests directly, such as through available tools in the Web Portal, or (ii) cooperate with You to handle such requests to the extent such requests involve Personal Data that Apple has access to. Apple is not responsible for data, including Content or Personal Data, You store or transfer outside of Apple's system (for example, student records located in your Student Information System). Requests for deletion handled via Apple School Manager will be completed within 30 days.

- ii. **End User Requests:** In the event that Apple receives any requests from End Users for a copy of their Personal Data in connection with the Service, Apple will either reasonably (i) enable You to manage such requests directly, such as through available tools in the Web Portal, or (ii) cooperate with You to handle such requests to the extent such requests involve Personal Data that Apple has access to. If You choose to allow Apple to provide a copy of an End User's Personal Data in its privacy portal at [privacy.apple.com](https://privacy.apple.com) through the Web Portal, You hereby instruct Apple, upon the End User's request, to process and fulfil such End User's request to access their data as available on [privacy.apple.com](https://privacy.apple.com) on Your behalf.
  
- iii. **Third Party Requests:** In the event that Apple receives a third party request, such as a request from law enforcement or a regulatory authority, for Your or Your End User's Content or Personal Data ("Third Party Request"), Apple will (i) notify You, to the extent permitted by law, of its receipt of the Third Party Request; and (ii) notify the requester to address such Third Party Request to You. Unless otherwise required by law or the Third Party Request, You will be responsible for responding to the Request. In the event You are subject to an investigation by a data protection regulator or similar authority regarding Personal Data, Apple shall provide You with assistance and support in responding to such investigation to the extent it involves Personal Data that Apple has access to in connection with the Service.

**M. School Official Status Under FERPA (20 U.S.C. § 1232g).** If You are an educational agency, or organization, or acting on behalf of an educational agency, or organization, to which regulations under the U.S. Family Education Rights and Privacy Act (FERPA) apply, the parties agree that for the purposes of this Agreement, Apple will (a) act as a "school official" as defined in 34 C.F.R. § 99.31(a)(1)(i) with a legitimate educational interest; (b) with respect to applicable End Users' Personal Data, perform an institutional service or function under the direct control of the Institution for which the Institution would otherwise use employees; (c) use applicable End Users' Personal Data only for a purpose authorized by the Institution, including as set forth in this Agreement; and (d) not re-disclose applicable End Users' Personal Data to third parties or affiliates except as authorized under this Agreement, with permission from the Institution, pursuant to a court order, or as otherwise permitted under applicable laws or regulations.

**N. COPPA.** Apple will use and maintain Personal Data, provided by You and Your End Users to Apple in connection with the Service, in accordance with the Children's Online Privacy Protection Act of 1998 (COPPA), insofar as it is applicable. This Section 3 and the attached Exhibit A constitute notice of how Apple will collect, use, or disclose Personal Data of children under the age of 13. You grant Apple permission to collect, use and disclose such Personal Data for the purpose of providing and improving the Service and as set forth in Exhibit A.

**O. Access to Third Party Products and Services.** If You choose to access, use, download, install, or enable third party products or services that operate with the Service but are not a part of the Service, then the Service may allow such products or services to access Personal Data as required for the use of those additional services. Certain of those third party products or services may also provide access to Personal Data to Apple, such as if You allow Your End Users to sign into the Service through federated identity providers. You are not required to use such additional products or services in relation to the Service, and Your Administrator may restrict the use of such additional products or services in accordance with

this Agreement. Prior to accessing, using, downloading, installing, or enabling third party products or services for use with a Managed Apple Account, You should review the terms, policies and practices of the third party products and services to understand what data they may collect from Your End Users, how the data may be used, shared and stored, and, if applicable, whether such practices are consistent with any consents You have obtained.

**P. Apple Service Provider.** Apple may provide Personal Data to Service Providers who provide services to Apple in connection with the Service. You authorize Apple to use all the Apple entities set forth in the definition of “Apple” as a Service Provider and any other Service Providers Apple may use, provided that such Service Providers are bound by contract to treat Personal Data in no less a protective way than Apple has undertaken to treat such data under this Agreement, and will not use such data for any purpose beyond that specified herein. The list of Service Providers is available at [https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors\\_us.pdf](https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors_us.pdf). If a Service Provider fails to fulfill its data protection obligations under this Agreement, Apple shall remain fully liable to You for the performance of that Service Provider’s obligations as required by applicable law.

#### 4. SERVICE

**A. Use Restrictions.** You will ensure Your and Your End Users’ use of the Service complies with this Agreement, and You will inform Your End Users of, and enforce, the restrictions set forth in this Agreement. You agree that neither You nor Your End Users will use the Service to upload, download, post, email, transmit, store or otherwise make available: (i) any Content or materials that are unlawful, harassing, threatening, harmful, defamatory, obscene, invasive of another’s privacy, hateful, racially or ethnically offensive or otherwise objectionable; (ii) any Content or materials that infringe any copyright or other intellectual property, or violate any trade secret, or contractual or other proprietary right; (iii) any unsolicited or unauthorized email message, advertising, promotional materials, junk mail, spam, or chain letters; and/or (iv) any Content or materials that contain viruses or any computer code, files or programs designed to harm, interfere with or limit the normal operation of the Service or any other computer software or hardware. You further agree that You will not, and will ensure that End Users do not: (a) use the Service to stalk, harass, threaten or harm another; (b) pretend to be anyone or any entity that You are not (Apple reserves the right to reject or block any Managed Apple Account or email address that could be deemed to be an impersonation or misrepresentation of Your identity, or a misappropriation of another person’s name or identity); (c) forge any Transmission Control Protocol/Internet Protocol (TCP-IP) packet header or any part of the header information in an email or a news group posting, or otherwise put information in a header designed to mislead recipients as to the origin of any content transmitted through the Service (“spoofing”); (d) interfere with or disrupt the Service, any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service; and/or (e) use the Service to otherwise violate applicable laws, ordinances or regulations. If Your or Your End User’s use of the Service or other behavior intentionally or unintentionally threatens Apple’s ability to provide You or others the Service, Apple shall be entitled to take necessary steps to protect the Service and Apple’s systems, which may include suspension of Your access to the Service.

If you are a covered entity, business associate or representative of a covered entity or business associate (as those terms are defined at 45 C.F.R § 160.103), You agree that you will not use any component, function or other facility of iCloud to create, receive, maintain or transmit any “protected health information” (as such term is defined at 45 C.F.R § 160.103) or

use iCloud in any manner that would make Apple (or any Apple Subsidiary) Your or any third party's business associate.

**B. Administration of Accounts.** You agree that You shall be solely responsible for management of Your Administrator account(s) and all of Your Managed Apple Accounts, including but not limited to: (i) the security and safeguarding of the user name and password associated with each account; (ii) the provision and/or removal of access by any of Your End Users to such account and any Content provided and/or stored in the Service; and (iii) the provision of appropriate documentation and guidelines to End Users about using the Managed Apple Account.

**C. End User Notice.** Administrators will have the ability to monitor, access or disclose End User data associated with Managed Apple Accounts through the Web Portal and/or Administrator tools. You represent and warrant that, prior to deploying the Service to Institution and any End Users, You will provide sufficient notice and disclosure of the terms of this Agreement, and obtain and maintain all necessary rights and consents, either from each End User, or where necessary and applicable, each End User's parent or legal guardian, to allow Apple to: (1) provide and support You and Your End Users' use of the Service in accordance with this Agreement; and (2) access and receive End User data that may arise as part of the provision of the Service.

**D. Managed Apple Accounts; Features and Services.** A Managed Apple Account is the account user name and password You create and provide to each of Your End Users to access the Service. Apple will provide You with the tools to create Managed Apple Accounts for Your End Users. When You create Managed Apple Accounts for Your End Users, all features and functionality of the Service that You select to be available are enabled for all of Your Institution's Managed Apple Accounts. YOU ASSUME FULL RESPONSIBILITY AND LIABILITY FOR ALL RISKS AND COSTS ASSOCIATED WITH YOUR SELECTION OF EACH FEATURE AND FUNCTIONALITY ENABLED IN THE SERVICE AS BEING APPROPRIATE FOR INSTITUTION AND/OR YOUR END USERS.

i. **Requirements for Use of Managed Apple Account**

1. **Devices and Accounts.** Use of Managed Apple Accounts as part of the Service may require compatible devices, Internet access, certain software, and periodic updates. The latest version of the required software may be necessary for certain transactions or features. Apple reserves the right to limit the number of Managed Apple Accounts that may be created and the number of devices associated with a Service account.

2. **Your rights to the Managed Apple Accounts.** Unless otherwise required by law or this Agreement, You agree that each Managed Apple Account is non-transferable between individual End Users, and between Institutions.

ii. **Find My iPhone.** Find my iPhone is automatically disabled for all Managed Apple Accounts. However, if an Authorized Device is lost or stolen, Institution can use the MDM solution to put the device in Lost Mode so that the device will be locked, the End User will be logged out, and a report will be automatically transmitted to the MDM Server. Institution can also erase the device remotely and enable Activation Lock to help ensure that the device cannot be reactivated without the proper Managed Apple Account and password. Apple shall bear no responsibility for Your failure to protect Authorized Devices with a passcode, Your failure to enable Lost Mode, and/or Your failure to receive or respond to notices and communications. Apple shall also bear no responsibility for returning lost or stolen devices to You or for any resulting loss of data. Apple is not responsible for any replacement of devices that have the Activation Lock feature enabled, or any warranty

claims on such devices. You may remove the Activation Lock feature and disable Lost Mode through MDM.

iii. **Account Authentication.** Two-factor authentication requiring two types of information for authentication purposes, such as a password and a generated security code, is automatically enabled for the Managed Apple Accounts of Your Administrators, teachers and staff. Institution agrees to provide Apple with at least one mobile telephone number for Institution to receive autodialed or prerecorded calls and text messages from Apple for authentication and account related purposes, which may be subject to standard message and data rates. Apple may place such calls or texts to: (i) help keep Your Service account secure when signing in; (ii) help You access Your account if You forget Your password; or (iii) as otherwise necessary to maintain Your Service account or enforce this Agreement and relevant policies. Managed Apple Accounts distributed to Your End Users will also require two-factor authentication, such as identification of an Authorized Device and an authentication code generated in the Web Portal or a telephone number. In all instances, You are responsible for: (a) distributing the Managed Apple Accounts You create to identified End Users; (b) approving access to the Service by such End Users; (c) controlling against unauthorized access; and (d) maintaining the confidentiality and security of user names, passwords and account information.

iv. **Backup.** Authorized Devices that are not shared devices will periodically create automatic backups that are transmitted to the Service when the user is logged in with their Managed Apple Account and the device is screen-locked, connected to a power source, and connected to the Internet via a Wi-Fi network. You may disable backup in the MDM Enrollment Settings. Backup is limited to device settings, device characteristics, photos, videos, documents, messages (iMessage, SMS and MMS, if enabled), ringtones, app data (including Health app data, if applicable), location settings (such as location-based reminders that You have set up), and Home screen and app organization. Content that You purchase, download or provide access to Your End Users from the App Store or Apple Books Store, and Content purchased from or provided by any third parties, will not be backed up. Such Content may be eligible for re-download from those services, subject to account requirements, availability, and any applicable terms and conditions. Content synced from Your End Users' computers will not be backed up. If You enable iCloud Photo Library, the photo libraries of Your End Users will be backed up separately from their automatic iCloud backup. The Content stored in an End User's contacts, calendars, bookmarks, and documents is accessible via iCloud on the web or on any Apple device that an End User signs into using their Managed Apple Account. It is solely Your responsibility to maintain appropriate alternative backup of Your and Your End Users' information and data.

v. **iCloud Photo Library.** When You enable iCloud Photo Library in connection with any Managed Apple Account, the photos, videos and metadata in the Photos App on the Authorized Devices ("Device Photo Library") will be automatically sent to iCloud, stored as the End User's Photo Library in iCloud, and then pushed to all of the End User's other iCloud Photo Library-enabled devices and computers. If the End User later makes changes (including deletions) to the Device Photo Library on any of these devices or computers, such changes will automatically be sent to and reflected in the End User's iCloud Photo Library. These changes will also be pushed from iCloud to, and reflected in, the Device Photo Library on all of the End User's iCloud Photo Library-enabled devices and computers. The resolution of content in the Photo Library on Authorized Devices or computers may vary depending upon the amount of available storage and the storage management option selected for the End User's iCloud-Photo-Library-enabled device. If You do not wish to use iCloud Photo Library, You may disable it for Your Managed Apple Account and/or on Your Authorized Devices.

vi. **Schoolwork.** If you make Schoolwork available to Your End Users, teachers and students at Your Institution can manage their school work and assignments using a Managed Apple Account.

1. **iCloud File Sharing.** When you share a file using Schoolwork in connection with a Managed Apple Account, Apple automatically organizes any files shared into class folders for students and teachers in the iCloud Drive. Your End Users can access their shared files using their Managed Apple Account. Annotations or changes made to these files will be visible by any End User in a class with whom You have shared a file. You can stop sharing files at any time. Files created by Your End Users using Managed Apple Accounts are stored until you delete them. However, any file previously copied to another device or computer will not be deleted.

2. **Student Progress.** When You opt-in to the Student Progress feature in the Web Portal, student progress on activities assigned in ClassKit enabled applications will be recorded and reported to the ClassKit framework. Only activities assigned by Your teachers using Schoolwork will initiate the recording and reporting of student progress information. Your student End Users will be able to view their own student progress information in Schoolwork and in Settings on their device. Your teacher End Users will be able to view the student progress information of all students in their class for activities they assign. Student data created through Your use of Schoolwork or ClassKit enabled applications will be treated in accordance with Section 3 and Exhibit A of this Agreement. If You opt-out a Managed Apple Account from the Student Progress feature, all student progress Personal Data associated with that Managed Apple Account will be deleted in accordance with Section 3L(i).

vii. **Third Party Apps.** If You make available any third party apps for Your End Users to sign into with their Managed Apple Accounts, You agree to allow such apps to store data in the accounts associated with Your End Users' Managed Apple Accounts, and for Apple to collect, store, and process such data on behalf of the relevant third party app developer in association with Your and/or Your End Users' use of the Service and such apps. Third party apps may have the capability to share such data with another app downloaded from the same app developer. You are responsible for ensuring that You and Your End Users are in compliance with any storage limits and all applicable laws for each Managed Apple Account based on the third party apps You make available to Your End Users to download.

viii. **Other Apple Services.** If You make available other Apple Services for Your non-student End Users to sign into, You agree to allow the Apple Services to store data in the accounts associated with those End Users' Managed Apple Accounts, and for Apple to collect, store and process such data in association with Your and/or Your non-student End User's use of the Apple Service. You are responsible for ensuring that You and Your non-student End Users are in compliance with all applicable laws for each Managed Apple Account based on the Apple Service you allow Your End Users to access. If Your non-student End Users access certain Apple Services, Apple may communicate with Your End Users about their use of the Service, Apple Services, and updates to Apple Services.

**E. Server Token Usage.** You agree to use the Server Token provided by Apple only for the purpose of registering Your MDM Server within the Service, uploading MDM Enrollment Settings, and receiving Managed Apple Account roster data. You shall ensure that Your End Users use the information sent or received using Your Server Token only with Authorized Devices. You agree not to provide or transfer Your Server Token to any other entity or share it with any other entity, excluding Your Third Party Service Providers. You agree to take appropriate measures to safeguard the security and privacy of such Server Token and to revoke it if it has been compromised or You have reason to believe it has been compromised.

Apple reserves the right to revoke or disable Server Tokens at any time in its sole discretion. Further, You understand and agree that regenerating the Server Token will affect Your ability to use the Service until a new Server Token has been added to the MDM Server.

**F. Storage Capacity; Limitations on Usage.** Exceeding any applicable or reasonable usage limitations, such as limitations on bandwidth or storage capacity (e.g., in connection with iCloud Backup), is prohibited and may prevent You from using some of the features and functionality of the Service, accessing Content or using some, or all, of the Managed Apple Accounts. In the event that Apple limits bandwidth or storage capacity available to You, it shall use commercially reasonable efforts to notify You via the Service or otherwise within ten (10) business days of doing so.

**G. Submission of Content.** You are solely responsible for any Content You or Your End Users upload, download, post, email, transmit, store or otherwise make available through the use of the Service. You shall ensure that Your End Users have obtained all necessary third party permissions or licenses related to any such Content. You understand that by using the Service You may encounter Content that You or Your End Users find offensive, indecent, or objectionable, and that You may expose others to content that they may find objectionable. You understand and agree that Your use of the Service and any Content is solely at Your own risk.

**H. Removal of Content.** You acknowledge that Apple is not responsible or liable for any Content provided by You or Your End Users. Apple has the right, but not an obligation, to determine whether Content is appropriate and in compliance with this Agreement, and may move and/or remove Content that violates the law or this Agreement at any time, without prior notice and in its sole discretion. In the event that Apple removes any Content, it shall use commercially reasonable efforts to notify You.

**I. Bundled Service.** All features and functionalities of the Service are provided as part of a bundle and may not be separated from the bundle and used as standalone applications. Apple Software provided with a particular Apple-branded hardware product may not run on other models of Apple-branded hardware.

**J. Links and Other Third Party Materials.** Certain Content, components or features of the Service may include materials from third parties and/or hyperlinks to other web sites, resources or content. You acknowledge and agree that Apple is not responsible for the availability of such third party sites or resources, and shall not be liable or responsible for any content, advertising, products or materials on or available from such sites or resources used by You or Your End Users.

**K. Purchasing Apps and Books.**

i. **Acquisition of Content.** Acquisition of Content from the App Store or Apple Books Store using Managed Apple Accounts is automatically disabled. You may choose to enable Your Administrators or teachers and staff to access such Content by granting them purchasing authority and allowing them to access the Volume Purchase Program (VPP) to purchase Apps and Books for use on the Service. Your use of the App Store, and/or Apple Books Store is subject to Sections H and I of the Apple Media Services Terms and Conditions (<https://www.apple.com/legal/internet-services/itunes/ww/>), as applicable. You agree that You have the authority to and will accept such applicable terms on behalf of Your authorized End Users.

ii. **Volume Purchase Program.** Purchases You choose to transact through Apple's Volume Purchase Program are subject to the VPP terms, and delivered to End Users or assigned to a device through the App Store and/or the Apple Books Store.

**L. Updates and Maintenance; Changes to Service.**

- i. **Updates and Maintenance.** Apple may, from time to time, update the Software used by the Service. These updates could include bug fixes, feature enhancements or improvements, or entirely new versions of the Software. In some cases, such updates may be required to continue Your use of the Service or to access all features of the Service. Apple is not responsible for performance or security issues resulting from Your failure to support such updates. Apple shall, from time to time, be required to perform maintenance on the Service. While Apple is not obligated to notify You of any maintenance, Apple will use commercially reasonable efforts to notify You in advance of any scheduled maintenance.
- ii. **Changes to Service.** Apple shall have the right to revise or update the functionality and look of the Service from time to time in its sole discretion. You agree that Apple shall not be liable to You or any third party for any modification, suspension or termination of the Service. The Service, or any feature or part thereof, may not be available in all languages or in all countries, and Apple makes no representations that the Service, or any feature or part thereof, is appropriate or available for any use in any particular location.

**M. Other Agreements.** You acknowledge and agree that the terms and conditions of any sales, service or other agreement You may have with Apple are separate and apart from the terms and conditions of this Agreement. The terms and conditions of this Agreement govern the use of the Service and such terms are not diminished or otherwise affected by any other agreement You may have with Apple.

**N. Professional Services.** Any professional services relevant to the Service, such as consulting or development services that require any deliverables from Apple are subject to fees and a separate agreement between Apple and Institution.

**O. Electronic Delivery.** The Service and any Apple Software provided hereunder (unless such software is preinstalled on any Authorized Devices) will be delivered electronically.

**P. Fees and Taxes.** Your Institution will pay all taxes and duties payable, if any, based on its use of the Service, unless exempt by applicable law. You will provide Apple with proof of Your Institution's tax-exempt status, if any, upon Apple's request.

**5. OWNERSHIP AND RESTRICTIONS; COPYRIGHT NOTICE**

**A.** You retain all of Your ownership and intellectual property rights in Your Content and any pre-existing software applications owned by You as used or accessed in the Service. Apple and/or its licensors retain all ownership and intellectual property rights in: (1) the Service and derivative works thereof, including, but not limited to, the graphics, the user interface, the scripts and the software used to implement the Service (the "Software"); (2) any Apple Software provided to You as part of and/or in connection with the Service, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist; and (3) anything developed or provided by or on behalf of Apple under this Agreement. No ownership of any technology or any intellectual property rights therein shall be transferred by this Agreement. If while using the Service You encounter Content You find inappropriate, or otherwise believe to be a violation of this Agreement, You may report it through <https://www.apple.com/legal/contact/>. You further agree that:

- i. The Service (including the Apple Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright.
- ii. You will not, and will not cause or allow others to, use or make available to any third party such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement.
- iii. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.
- iv. You may not, and may not cause or allow others to, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Service.
- v. Apple, the Apple logo, iCloud, the iCloud logo, iTunes, the iTunes logo, and other Apple trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Apple Inc. in the United States and/or other countries. A list of Apple's trademarks can be found at <https://www.apple.com/legal/intellectual-property/trademark/appletmlist.html>). Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that You shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.
- vi. During the Term of this Agreement, You grant Apple the right to use Your marks, solely in connection with Apple's exercise of its rights and performance of its obligations under this Agreement.
- vii. As part of the Service, You may gain access to Third Party Content. The third party owner or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are governed by and subject to the terms specified by such third party owner or provider.
- viii. You may not license, sell, rent, lease, assign, distribute, host or permit timesharing or service bureau use, or otherwise commercially exploit or make available the Service and/or any components thereof, to any third party, except as permitted under the terms of this Agreement.

You agree and acknowledge that if You violate the terms of the foregoing sentence, Apple shall bear no responsibility or liability for any damages or claims resulting from or in connection with Your actions, including but not limited to an Information Security Breach or a Data Incident.

**B.** By submitting or posting materials or Content using the Service: (i) You are representing that You are the owner of such material and/or have all necessary rights, licenses, and permission to distribute it; and (ii) You grant Apple a worldwide, royalty-free, non-exclusive, transferable license to use, distribute, reproduce, modify, publish, translate, perform and publicly display such Content on the Service solely for the purpose of Apple's performance of the Service, without any compensation or obligation to You. You understand that in order to provide the Service and make Your Content available thereon, Apple may transmit Your Content across various public networks, in various media, and alter Your Content to comply with technical requirements of connecting networks, devices or equipment. You agree that Apple has the right, but not the obligation, to take any such actions under the license granted herein.

**C. Copyright Notice – DMCA.** If You believe that any Content in which You claim copyright has been infringed by anyone using the Service, please contact Apple's Copyright Agent as described in Apple's Copyright Policy

(<https://www.apple.com/legal/contact/copyright-infringement.html>). Apple may, in its sole discretion, suspend and/or terminate accounts of End Users that are found to be infringers.

## 6. EULAS

**A. EULA Terms and Conditions.** In order to use the Service, You and/or Your End Users will need to accept the End User License Agreement terms and conditions (EULA) for any Apple Software needed to use the Service and for any other Apple Software that You choose to use with the Service. In order to use the Service, Your Administrator must accept the EULAs for the Apple Software on the Web Portal prior to deploying Authorized Devices running such Apple Software to End Users. If the EULAs for the Apple Software have changed, Your Administrator will need to return to the Web Portal and accept such EULAs in order to continue using the Service. You acknowledge that You will not be able to use the Service, or any parts or features thereof, including associating additional Authorized Devices with Your MDM Server, until such EULAs have been accepted. You are responsible for ensuring that such EULAs are provided to Your End Users, and that each End User is aware of and complies with the terms and conditions of the EULAs for the Apple Software, and You agree to be responsible for obtaining any required consents for Your End Users' use of the Apple Software. You agree to monitor and be fully responsible for all of Your End Users' use of the Apple Software provided under this Agreement. You acknowledge that the requirements and restrictions in this Agreement apply to Your use of Apple Software for the purposes of the Service regardless of whether such terms are included in the relevant EULA(s).

## 7. TERM; TERMINATION; SUSPENSION; EFFECTS OF TERMINATION

**A. Term.** This Agreement shall commence on the date You first accept this Agreement, and shall continue until terminated in accordance with this Agreement (the "Term").

**B. Termination by Apple.** Apple may terminate this Agreement at any time and for any reason or no reason, provided Apple gives You thirty (30) days written notice. Further, Apple may at any time and without prior notice, immediately terminate or suspend all or a portion of Managed Apple Accounts and/or access to the Service upon the occurrence of any of the following: (a) violations of this Agreement, including but not limited to, Section 4A. ("Use Restrictions"), or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request and/or order from law enforcement, a judicial body, or other government agency; (c) where provision of the Service to You is or may become unlawful; (d) unexpected technical or security issues or problems; (e) Your participation in fraudulent or illegal activities; (f) You or any entity or person that directly or indirectly controls You, or is under common control with You (where "control" has the meaning defined in Section 11(D)), are or become subject to sanctions or other restrictions in the countries or regions where the Service is available; or (g) failure to pay fees, if any, owed by You in relation to the Service if you fail to cure such failure within thirty (30) days of being notified in writing of the requirement to do so. Apple may terminate or suspend the Service in its sole discretion, and Apple will not be responsible to You or any third party for any damages that may result or arise out of such termination or suspension.

**C. Termination by You.** You may stop using the Service at any time. If You delete any Managed Apple Accounts, You and the applicable End User(s) will not have access to the Service. This action may not be reversible.

**D. Effects of Termination.** If this Agreement terminates or expires, then the rights granted to one party by the other will cease immediately, subject to Section 11L (Survival of Terms) of this Agreement.

**E. Third party rights.** In no event may You enter into any agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple, and You may not publicize any such agreement without Apple's prior written consent.

## **8. INDEMNIFICATION**

To the extent permitted by applicable law, You agree to indemnify, hold harmless, and upon Apple's request, defend Apple, its directors, officers, employees, shareholders, contractors and agents (each an "Apple Indemnified Party") from any and all claims, liabilities, actions, damages, demands, settlements, expenses, fees, costs, and losses of any type, including without limitation attorneys' fees and court costs (collectively, "Losses"), incurred by an Apple Indemnified Party and arising from or related to: (a) any Content You and/or Your End Users submit, post, transmit, or otherwise make available through the Service; (b) Your and/or Your End Users' actual or alleged breach of, or failure to adhere to, any certification, covenant, obligation, representation or warranty in this Agreement; or (c) Your and/or Your End Users' violation of any rights of another, or any laws, rules and regulations. You acknowledge that the Service is not intended for use in situations in which errors or inaccuracies in the content, functionality, services, data or information provided by the Service or Apple Software, or the failure of the Service or Apple Software, could lead to death, personal injury, or severe physical or environmental damage, and to the extent permitted by law, You hereby agree to indemnify, defend and hold harmless each Apple Indemnified Party from any Losses incurred by such Apple Indemnified Party by reason of any such use by You or Your End Users. This obligation shall survive the termination or expiration of this Agreement and/or Your use of the Service.

## **9. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, APPLE SOFTWARE, AND ANY ASSOCIATED CONTENT, FEATURE, FUNCTIONALITY, OR MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, "APPLE" FOR THE PURPOSES OF SECTIONS 9 AND 10 HEREIN) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, APPLE MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE, OR FREE FROM ERRORS, LOSS, CORRUPTION, ATTACK, VIRUSES, OR HACKING; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

YOU AGREE THAT FROM TIME TO TIME APPLE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

## 10. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY DIRECT, PERSONAL INJURY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, LOSS OF GOODWILL, FAILURE TO TRANSMIT OR RECEIVE ANY DATA (INCLUDING WITHOUT LIMITATION, COURSE INSTRUCTIONS, ASSIGNMENTS AND MATERIALS), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION, ANY OTHER TANGIBLE OR INTANGIBLE DAMAGES OR LOSSES (EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RELATED TO OR RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE, APPLE SOFTWARE, ANY FEATURES, FUNCTIONALITY, CONTENT, MATERIALS, OR THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE SERVICE; (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF THE SERVICE, YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

## 11. MISCELLANEOUS

**A. Relationship of the Parties.** This Agreement will not be construed as creating any 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. Except as otherwise expressly provided in this Agreement, this Agreement is not for the benefit of any third parties.

**B. Waiver; Assignment.** No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing and signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement may not be assigned by You in whole or in part. Any assignment shall be null and void.

**C. Verification.** To the extent permitted by applicable law, Apple may verify Your use of the Service (via remote software tools or otherwise) to assess compliance with the terms of this Agreement. You agree to cooperate with Apple in this verification process and provide reasonable assistance and access to relevant information. Any such verification shall not unreasonably interfere with Your normal business operations, and You agree that Apple shall not be responsible for any cost or expense You incur in cooperating with the verification process.

**D. Export Control.** Use of the Service and Software, including transferring, posting, or uploading data, software or other Content via the Service, may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, but without limitation, the Software 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 Denied Person's List or Entity List. By using the Software or Service, 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 Software or Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You further agree not to upload to your account any data or software that is: (a) subject to International Traffic in Arms Regulations; or (b) that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software and source code, without first obtaining that authorization. This assurance and commitment shall survive termination of this Agreement.

You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions where the Service is available, (b) doing business in any of the US embargoed countries or regions, and (c) a military end user as defined and scoped in 15 C.F.R § 744. As used in this Section 11(D), “control” means that an entity or person 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.

**E. Compliance with Laws.** Institution shall, and shall ensure that all Institution employees, contractors and agents shall, comply with all laws, rules and regulations applicable to the use of the Service, including but not limited to, those enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of all countries where business will be conducted or services performed pursuant to this Agreement.

**F. Federal Government End Users.** The Service, Apple Software, and related documentation are “Commercial Products”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Products, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

**G. Attorneys’ Fees.** To the extent not prohibited by applicable law, if any action or proceeding, whether regulatory, administrative, at law or in equity is commenced or instituted to enforce or interpret any of the terms or provisions of this Agreement (excluding any mediation required under this Agreement), the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing party may be entitled. As used herein, “prevailing party” includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

**H. Governing Law.** If Your Institution is a U.S. public and accredited educational institution, then this Agreement will be governed and construed in accordance with the laws of the state in which Your Institution is domiciled, except that body of law concerning conflicts of law. You and Apple hereby consent to the personal jurisdiction and exclusive venue of the federal courts within the state in which Your Institution is domiciled.

For all other institutions domiciled in the United States or subject to United States law under this Agreement, 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 the 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, or any other forum in Santa Clara County, for any litigation arising out of this Agreement.

If Your Institution is located outside of the United States, the governing law and forum shall be the law and courts of the country of domicile of the Apple entity providing the Service to You as defined in Section 11M.

If You are 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 under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules") in effect at the time of applying for arbitration by three arbitrators appointed in accordance with such rules, and will be conducted according to the International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration. The place of arbitration shall be London, England. The arbitration shall be conducted in English. 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.

**I. Notice.** Except as otherwise provided in this Agreement, any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by U.S. Postal Service, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to: Apple Inc., Apple Developer Legal (Apple School Manager), One Apple Park Way, 37-21SM, Cupertino, California 95014 U.S.A. Either party may change its address for notice by notifying the other party in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements.

**J. Force Majeure.** Neither party shall be responsible for failure or delay of performance that is caused by an act of war, hostility, terrorism, civil disobedience, fire, earthquake, act of God, natural disaster, accident, pandemic, labor unrest, government limitations (including the denial or cancelation of any export/import or other license), or other event outside the reasonable control of the obligated party; provided that within five (5) business days of discovery of the force majeure event, such party provides the other with a written notice. Both parties will use reasonable efforts to mitigate the effects of a force majeure event. In the event of such force majeure event, the time for performance or cure will be extended for a period equal to the duration of the force majeure event, but in no event more than thirty (30) days. This Section does not excuse either party's obligation to institute and comply with reasonable disaster recovery procedures.

**K. Complete Understanding; Severability; Changes to the Agreement.** This Agreement constitutes the entire agreement between You and Apple regarding Your use of the Service, governs Your use of the Service and completely replaces any prior agreements between You and Apple in relation to the Service. You may also be subject to additional terms and conditions that may apply when You use affiliate services, third party content, or third party software. Unless specified otherwise in this Agreement as related to the Service, nothing in this Agreement supersedes the EULAs for the Apple Software. This Agreement may be modified only to the extent expressly permitted by this Agreement (for example, by Apple upon notice to You). In the event that You refuse to accept such changes, Apple will have the right to terminate this Agreement and Your account. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Apple to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any translation of this Agreement is done for local requirements and in the event of a conflict between the English and any non-English version, the English version of this Agreement shall govern.

**L. Survival of Terms.** All terms and provisions of this Agreement, including any and all addenda and amendments hereto, which by their nature are intended to survive any termination or expiration of this Agreement, shall so survive.

**M. Definitions.** In this Agreement, unless expressly stated otherwise:

“Administrator” means an employee or contractor (or Third Party Service Provider) of Institution who is an authorized representative acting on behalf of Institution for the purposes of account management, including but not limited to, administering servers, uploading MDM provisioning settings and adding devices to Institution accounts, creating and managing Managed Apple Accounts, and other tasks relevant to administering the Service, in compliance with the terms of this Agreement.

“Apple” as used herein means\*:

- Apple Inc., located at One Apple Park Way, Cupertino, California, 95014, United States for users in the United States, including Puerto Rico;
- Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada for users in Canada or its territories and possessions;
- iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo for users in Japan;
- Apple Services Pte. Ltd., located at 7 Ang Mo Kio Street 64, Singapore for users in Republic of Korea;
- Apple Pty Limited, located at Level 2, 20 Martin Place, Sydney NSW 2000, Australia, for users in Australia, New Zealand, including island possessions, territories, and affiliated jurisdictions;
- Apple Services LATAM LLC, located at 1 Alhambra Plaza, Ste. 700 Coral Gables, Florida 33134, U.S.A., for users in Mexico, Central or South America, or any Caribbean country or territory (excluding Puerto Rico); and
- Apple Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for users in all other countries or territories not specified above in which the Service is offered.

“Apple Personnel” means Apple’s employees, agents and/or contractors.

“Apple Services” means the App Store, Apple Books, Apple Online Store, AppleCare, Apple Teacher Learning Center and other Apple Services as available to Your End Users under this Agreement.

“Apple Software” means iOS, iPadOS, macOS, tvOS, visionOS, watchOS, Classroom, Schoolwork, and any successor versions thereof.

“Apple Service Provider” and “Service Provider” means a third party that performs certain tasks on Apple’s behalf, such as processing or storing data and providing customer service, in connection with Apple’s provision of the Service.

“Authorized Devices” means Apple-branded hardware that are owned or controlled by You (including hardware purchased or donated by parents for use by Institution), that have been designated for use only by End Users and that meet the applicable technical specifications and requirements for use in the Service. Personally owned devices are not permitted to be enrolled in supervised device management by You as part of the Service and may not be added to Your account.

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials including Personal Data.

“End User(s)” means those Institution employees, teachers, staff, contractors (or Third Party Service Providers), Administrators, and/or students, as applicable, authorized by or on behalf of Institution to use the Service in accordance with this Agreement.

“End User License Agreement” or “EULA” means the software license agreement terms and conditions for the Apple Software.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC.

“ISO 27001 Certification” means an ISO/IEC 27001:2013 certification or a comparable certification that covers the Services.

“ISO 27018 Certification” means an ISO/IEC 27018:2014 certification or a comparable certification that covers the Services.

“MDM Enrollment Settings” means settings for an Apple-branded product that can be configured and managed as part of the Service, including, but not limited to, the initial enrollment flow for a device, and settings to supervise a device, make configuration mandatory, or lock an MDM profile.

“MDM Server(s)” means computers owned or controlled by You (or a Third Party Service Provider acting on Your behalf) that have been designated to communicate with the Service.

“Personal Data” means data that can be reasonably used to identify an individual that is under the control of the Institution under this Agreement. Personal Data may relate to students, teachers, Administrators, employees, and contractors of Your Institution, such as information

associated with a Managed Apple Account. Personal Data does not include information that has been aggregated, anonymized, or de-identified in a manner that such data can no longer be reasonably linked to or associated with an individual.

“Server Token” means the combination of Your public key, Managed Apple Account and a token provided by Apple that permits Your MDM Server(s) to be registered with the Service.

“Service” means the Apple School Manager service (and any components, functionality and features thereof) for an Institution’s management of Authorized Devices, Content, Managed Apple Accounts and iCloud storage connected to such Managed Apple Accounts, and authorized End Users’ access and use through the Web Portal and other Apple websites and services, such as iCloud, as made available by Apple to Institution pursuant to this Agreement.

“Third Party Content” means all data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials, in any format, that are obtained or derived from third party sources other than Apple and made available to You through, within, or in conjunction with Your use of the Service.

“Third Party Service Provider” means a third party who provides a service to You in accordance with the terms of this Agreement.

“You”, “Your” and “Institution” means the institution entering into this Agreement. For avoidance of doubt, the Institution is responsible for compliance with this Agreement by its employees, contractors, Third Party Service Providers, and agents who are authorized to exercise rights under this Agreement on its behalf.

“Your Content” means all data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials, (including Personal Data as defined above), in any format, provided by You or on behalf of Your End Users, which Content resides in, or runs on or through, the Service.

“Web Portal” means the web-based platform provided by Apple that allows You to manage the Service.

## **EXHIBIT A**

### **Privacy Notice for Student Personal Data**

#### **Your Students' Managed Apple Account**

With the Managed Apple Account You create, students will be able to take advantage of the Apple features and services You choose to make available for educational purposes. For example, students can use their Managed Apple Accounts to:

- Make and receive FaceTime video and voice calls
- Create and share photos, documents, videos, audio messages, and text messages using Camera, Photos, iCloud Photo Sharing, Messages, Mail, iWork and other Apple apps
- Interact with the Classroom App, which allows teachers and Administrators to guide students through lessons and view their device screens
- Save contacts, calendar events, notes, reminders, photos, documents and backups to iCloud
- Access and search the internet and internet resources through Safari and Spotlight
- Record their and share their progress on ClassKit enabled apps if the Student Progress feature is enabled in Apple School Manager
- Use Schoolwork to view class assignments, navigate to assigned app activities, collaborate with teachers and other students, and submit your work
- Add a supported student ID card or a corporate access pass to Wallet.

Apple will not knowingly collect, use, or disclose any Personal Data from Your students without appropriate consent. You acknowledge that You are responsible for obtaining consent from, and providing sufficient notice to, students and/or parents, where required under applicable law, to create Managed Apple Accounts, to allow Apple to provide the Service using the Managed Apple Accounts, and to collect, use, and disclose student Personal Data provided by You or Your End Users to Apple through the Service, including any additional features and services You make available to Your students.

Apple may take additional steps to verify that the person granting permission for the creation of Managed Apple Accounts for Your students is an Administrator from Your Institution with authority to provide consent on Your behalf.

#### **Collection of Information**

##### *Managed Apple Account Creation:*

Apple may receive the following Personal Data if provided by You or on Your behalf to create a Managed Apple Account for Your students: student name, Institution, enrolled classes, role, and student ID. At Your option, You may also provide Your student's grade level and email address. In order to protect the security of Your students' accounts and preserve Your ability to easily reset students' passwords online, You should keep this information confidential.

##### *Use of Apple Services with a Managed Apple Account:*

Apple may collect Personal Data associated with Your students' use of the Apple features and services You choose to make available for educational purposes, including the information described above. For example, if You choose to use Schoolwork, Apple may collect Personal Data from students that is related to activities their teachers assign through Schoolwork, such as when Your students mark an activity as complete and their feedback on assigned activities. If You enable the Student Progress feature in Apple School Manager, Apple will receive data about Your students' progress on assigned activities from participating apps, such as reading a chapter in a book, completing a set of math equations or taking a quiz.

In addition, Apple may collect diagnostic and technical data on Your students' use of the Service including, for example, IP address, information about Your students' devices, browsers, system and application software, and peripherals.

### **Use of Information**

Apple may use students' Personal Data provided to Apple by You or Your End Users in connection with the Service in order to provide and to support You or Your End Users' use of the Service for educational purposes and to comply with applicable law.

Apple will not use students' Personal Data to help create, develop, operate, deliver or improve advertising. Personalized Ads will be disabled by default for all devices associated with Your Managed Apple Accounts created through the Service to ensure Your students do not receive targeted advertising. However, non-targeted advertising may still be received on those devices, as determined by any third party apps that You may download.

Apple may use non-personally identifiable diagnostic, technical, usage and related information, including but not limited to, identifiers, information about Authorized Devices, system and application software, and peripherals, and cookies in order to provide and improve the Service; to facilitate the provision of software updates, product support and other features related to the Service; for security and account management purposes; and to verify compliance with the terms of this Agreement. For example, Apple may use non-personally identifiable data on Your students' use of Schoolwork (which is not associated with a Managed Apple Account) to provide and improve the app.

### **Disclosure to Third Parties**

#### *Managed Apple Accounts*

Subject to the restrictions You set, Your students may also share information with Your other students and teachers through use of the Apple services and features that you choose to make available, including the services and features described above.

Additionally, if Your student uses his or her Managed Apple Account to sign in on a device that is owned by a third party (such as a friend or a parent's iPad), information associated with that student's Managed Apple Account may be visible or accessible to others using the device unless and until the student signs out.

If You choose to access, use, download, install, or enable third party products or services that operate with the Service but are not a part of the Service, then the Service may allow such products or services to access Personal Data as required for the use of those additional services. Certain of those third party products or services may also provide access to Personal Data to Apple, such as if You allow Your students to sign into the Service through federated identity providers. You are not required to use such additional products or services in relation to the Service, and Your Administrator may restrict the use of such additional products or services in accordance with this Agreement. Prior to accessing, using, downloading, installing, or enabling third party products or services for use with a Managed Apple Account, You should review the terms, policies and practices of the third party products and services to understand what data they may collect from Your student, how the data may be used, shared and stored, and, if applicable, whether such practices are consistent with any consents You have obtained.

### *Apple Service Providers*

Apple may provide Personal Data to Apple Service Providers who perform certain tasks on Apple's behalf, such as processing or storing data and providing customer service, in connection with Apple's provision of the Service. You authorize the use of Apple Inc. as a Service Provider and any other Service Providers Apple may use, provided such Service Providers are bound by contract to treat such data in no less a protective way than Apple has undertaken to treat such data under this Agreement, and will not use such data for any purpose beyond that specified herein. A list of such Service Providers will be available upon request. Where an Apple Service Provider fails to fulfill its data protection obligations under this Agreement, Apple shall remain fully liable to You for the performance of that Apple Service Provider's obligations as required under applicable law.

### *Others*

Apple may also disclose Personal Data about You or Your students if Apple determines that disclosure is reasonably necessary to enforce Apple's terms and conditions or protect Apple's operations or users. Additionally, in the event of a reorganization, merger, or sale Apple may transfer any and all Personal Data You provide to the relevant party.

### **Access, Correction, and Deletion**

Apple provides You with the ability to access, correct, or delete data associated with Your students' Managed Apple Accounts. You can delete data associated with Your Managed Apple Accounts through the Web Portal. If you have questions, you can contact us at <https://www.apple.com/legal/privacy/contact/>.

### **Parent/Guardian Review and Deletion of Information**

The parents or guardians of student End Users with a Managed Apple Account in Primary/Secondary (K-12) schools can contact the Administrator to access their child's Personal Data or request deletion. If a parent or guardian wishes to stop any further collection of their child's Personal Data, the parent or guardian can request that the Administrator use the Service controls available to limit their child's access to certain features, or delete the child's account entirely.

Apple's Privacy Policy is available at <https://www.apple.com/legal/privacy/> and, to the extent consistent with this Notice and Section 3 of this Agreement, is incorporated herein by reference. **If there is a conflict between Apple's Privacy Policy and this Notice and Section 3 of this Agreement, the terms of this Notice and Section 3 of this Agreement shall take precedence** as relevant to the Service available via a Managed Apple Account.

PLEASE NOTE: THIS NOTICE DOES NOT APPLY TO THE DATA COLLECTION PRACTICES OF ANY THIRD PARTY APPS. PRIOR TO PURCHASE OR DOWNLOAD OF THIRD PARTY APPS AVAILABLE TO A STUDENT WITH A MANAGED APPLE ACCOUNT, YOU SHOULD REVIEW THE TERMS, POLICIES, AND PRACTICES OF SUCH THIRD PARTY APPS.