

## 歡迎使用 Apple School Manager

您的機構與 Apple 之間的 Apple School Manager 協議 (以下稱「本協議」) 會規範您的機構對構成 Apple School Manager 的軟體、服務及網站 (統稱「本服務」) 的使用情形。您同意,您擁有促使您的機構接受這些條款拘束的完整法律權限。按一下「同意」即表示您同意您已閱讀並理解這些條款,並同意若您選擇存取或使用本服務,或將其提供給他人使用,這些條款即適用。若您沒有促使您的機構接受拘束的法律權限,或不同意這些條款,請不要按下「同意」。

### 1. 一般條款

**A. 服務。** Apple 為本服務的供應商,允許您根據本協議的條款和條件:(i) 為貴機構的行動裝置管理 (MDM) 註冊授權裝置;(ii) 存取相關軟體工具,以便利用本服務;(iii) 管理「管理式 Apple ID」的建立和發布,以及終端使用者的使用方式;(iv) 管理相關資料和本服務相關內容的傳輸、儲存、購買及維護;(v) 使用本服務來建立和管理課程;(vi) 啟用本服務中的特定功能和特性讓終端使用者可與「管理式 Apple ID」搭配使用,包括但不限於透過「Apple 校務管理」評量學生在啟用 ClassKit 的應用程式指定活動中的進度、本協議第 3 節規定的第三方產品和服務的功能,以及本協議第 4D 節規定的功能與服務。您同意只在遵守本協議和所有適用法律及法規的情況下使用本服務。

**B. 裝置及使用者註冊。** 本服務之裝置註冊功能,僅限用於授權裝置註冊。若您選擇按照本協議使用本服務並註冊授權裝置,Apple 將提供您入口網站和管理員帳號,讓您可以為終端使用者建立和管理「管理式 Apple ID」,並提供他人使用本服務功能。為終端使用者建立「管理式 Apple ID」後,這些帳號可以透過機構擁有的共用或個人裝置,以及終端使用者用於存取其「管理式 Apple ID」帳號的任何裝置進行存取。您應負責判斷並選擇提供予您的終端使用者之服務功能。

### 2. 使用權

**A.** 除非本協議另有規定,否則您只能基於您的教育營運目的,於期限內和本協議條款拘束下,擁有存取和使用本服務的非專屬、不可讓渡、不可移轉的有限權利。您可以允許終端使用者出於上述目的使用本服務,且您必須負責確保終端使用者遵守本協議條款。

**B.** 您並未取得在本協議所規定本服務範圍和/或有效期間之外使用本服務或其任何功能的任何權利或授權。您存取和使用本服務的權利將在本協議終止和/或屆期時終止。

**C.** 除非本協議另有明文規定,否則您同意 Apple 無義務提供任何 Apple 軟體、程式、功能、服務或產品做為本服務的一部分。

### 3. 資料隱私及安全防護

**A. 客戶指示與個人資料之使用。** 根據本協議,Apple 代表您擔任資料處理者,得接收您、或代表您與您的終端使用者提供的個人資料。簽訂本協議,即表示您指示 Apple 基於以下原因根據適用法律處理該個人資料:(i) 提供並改善本服務,包括您或相關終端使用者啟用的任何 Apple 特性、功能與服務;(ii) 根據您或相關終端使用者透過對本服務 (包括入口網站以及本服務的其他特性和功能) 的使用做出的指示;(iii) 根據本協議 (包括附件 A 中針對學生終端使用者的規定);(iv) 根據您提供且 Apple 承認構成本協議下之指示的其他書面指示中的進一步說明。

您了解 Apple 得根據終端使用者類型、使用的服務及提供的資料,處理與「管理式 Apple ID」相關的個人資料,例如姓名、機構、註冊課程、角色、電子郵件地址、年級、使用者識別碼及裝置識別碼。Apple 亦得處理涉及提供「管理式 Apple ID」可用之功能與服務的個人資料,包括但不限於上文第 1A 節、下文第 4D 節、Apple 服務以及附件 A 所載為學生終端使用者提供的服務。學生終端使用者之個人資料的處理方式詳見附件 A。

除非 (i) 適用的法律規定禁止 (ii) 適用的法律要求採取特定處理方式, 否則 Apple 應僅根據您的指示處理個人資料, 如本協議中所述, 包括第 3A 節和附件 A 針對學生終端使用者的規定。在此種情況下, Apple 會在處理個人資料前通知您相關的法律規定 (除非出於公共利益的重要理由我們依法不得通知您)。如果 Apple 認為您的任何指示違反 GDPR 或其他歐盟或成員國的資料保護規定, Apple 應在規定的範圍內立即通知您。

此外, Apple 及其附屬公司與代理人得透過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、使用和相關資訊, 包括但不限於唯一的系統或硬體識別碼, 以及您的授權裝置、系統與應用程式軟體、周邊設備相關資訊, 以及 Cookie 和 IP 位址, 以便提供與改善服務, 促進提供與本服務相關的軟體更新、產品支援和其他功能, 用於安全和帳號管理, 以及查核對本協議條款的遵守情況。

**B. 遵循法律。** 您應自行確認其符合與透過本服務使用、收集資料與資訊有關之各類法規, 包括但不限於隱私及資料保護法規。您應為所有個人資料相關活動負責, 包括但不限於監控個人資料與活動, 以及防範、因應不當資料與活動 (包括移除資料、終止提供資料之終端使用者存取該等資料等)。您有責任保護並限制所有人員以及您的任何服務供應商 (包括您的第三方服務供應商) 對終端使用者資料的存取權限, 以及所有獲得您授予存取權限以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發生意外或非法破壞、遺失、篡改、未經授權之揭露或存取 (「資料事故」) 時, 儘速根據法律規定通知機構; (ii) 採取合理措施, 盡可能減少傷害並保護機構的個人資料。基於此類通知目的, 您有責任向 Apple 提供機構的最新聯絡資訊。Apple 亦在涉及 Apple 擁有存取權之本服務相關個人資料的範圍內, 為機構提供協助, 以確保機構遵循其義務, 依照 GDPR 第 33 和 34 條中的要求 (如果適用), 或任何其他適用法律規定之相當義務, 將資料事故通知提供給監察機關或資料主體當事人。

Apple 不會為了辨識受到任何特定法律要求規範的資訊, 而存取您的個人資料內容。機構必須負責遵循適用於該機構的事故通知法律, 並且履行任何有關資料事故的第三方義務。

Apple 通知或回應本協議第 3C 節所述之資料事件, 不得解釋為 Apple 承認對資料事故負有責任或義務。

**D. 您的稽核/查閱權。** 在 GDPR 適用您或您的終端使用者之個人資料處理的範圍內, Apple 將提供您必要資訊, 供您證明遵守該法律第 28 條。若您根據其他適用法律擁有稽核權, Apple 將提供您必要的資訊, 供您證明您遵守這些法律規定的義務。若您選擇行使本協議第 3D 節規定的稽核權, Apple 應向您提供 Apple 的 ISO 27001 和 ISO 27018 認證複本, 以證明其遵守法規。

**E. 安全程序。** 處理個人資料時, Apple 應使用業界標準措施保護個人資料。Apple 得視各地區情況儲存加密個人資料。採取此類措施時, Apple 將盡商業上合理努力: (a) 對靜態和傳輸中的個人資料進行加密; (b) 確保處理系統和服務的持續機密性、完整性、可用性和可復原性; (c) 於出現實體或技術問題時及時恢復個人資料的可用性; 並 (d) 定期測試、評定與評估技術或組織措施的有效性, 確保個人資料處理的安全性。Apple 可在更新不損及本服務整體安全性的條件下, 隨時更新安全功能。

**F. 安全控制。** Apple 會落實本協議第 3E 節規定的安全程序並維持 ISO 27001 及 ISO 27018 認證, 協助確保您遵守個人資料安全的相關義務, 包括 GDPR 第 32 條所規定貴機構的義務, 或適用之法律下的同等義務。您或您的機構根據本協議第 3F 節提出要求後, Apple 將會提供與 ISO 27001 及 ISO 27018 認證相關的核發證書, 供機構進行審查。

**G. 安全合規性。** Apple 將採取適當做法,確保 Apple 人員及 Apple 服務供應商遵循安全程序,且 Apple 應確保任何獲得授權處理本服務相關個人資料的人員,均遵循有關個人資料機密性和安全性的適用法律。

**H. 資料影響評估和事先諮詢。** Apple 會在相關法律要求的情況下,就涉及 Apple 擁有存取權之與本服務相關個人資料的範圍內提供機構合理的協助,確保機構遵守要求機構執行資料保護影響評估的任何適用義務,或是依照法律要求,在進行處理前先行諮詢主管機關。

**I. 資安事件通知與合作。** 若您得知或據理認為有任何人或實體破解您的安全措施,或在未經授權的情況下取得下列資料的存取權限,您應立即通知 Apple:(1) 您的個人資料;(2) 本服務的任何限制區域;或 (3) Apple 的機密資訊(統稱「資安事件」)。若發生資安事件,您應向 Apple 提供合理的協助和支援,以將傷害降到最低並保護資料。

**J. 資料移轉。**若法律要求,Apple 將確保進行國際資料移轉時,僅移轉至具適當保護層級、已依適用法律(例如 GDPR 第 46 條和第 47 條)提供適當保護措施(例如施行標準資料保護條款),或受 GDPR 第 49 條限制的國家或地區。此等保護措施可能包括由 Apple 簽署且您同意簽訂(如果您所在的法律管轄區域要求)的標準契約條款或其他資料傳輸協議,如以下網址中 Apple 採取的保護措施:<https://www.apple.com/legal/enterprise/datatransfer/>。若您對於我們的 APEC CBPR 或 PRP 認證有任何問題或無法解決的疑慮,請與我們的[第三方爭議解決服務商](#)聯絡。

**K. 資料之銷毀。**本協議基於任何原因終止後,Apple 應在合理期限內(於任何情況下不得超過 180 天)安全銷毀 Apple 所儲存您和您的終端使用者與本服務相關的個人資料。

**L. 關於個人資料之要求。**

- i. **機構要求:** Apple 應允許您依照您在適用之隱私及資料保護法下的義務,存取、檢索或刪除您與您的終端使用者個人資料。若您就您或您的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) 供您直接管理該要求,例如透過入口網站中的可用工具,或 (ii) 與您合作處理該要求,前提為該要求涉及 Apple 有權存取的個人資料。Apple 對於您在 Apple 系統外儲存或傳輸的資料(包括內容及個人資料)(例如您的學生資訊系統中的學生記錄)概不負責。透過 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) 供您直接管理該要求,例如透過入口網站中的可用工具,或 (ii) 與您合作處理該要求,前提為該要求涉及 Apple 有權存取的個人資料。如果您選擇允許 Apple 透過入口網站於位於 [privacy.apple.com](https://privacy.apple.com) 之隱私權入口網站提供終端使用者個人資料的副本,則您特此指示 Apple 根據終端使用者的要求處理並滿足該終端使用者的要求,代表您存取其在 [privacy.apple.com](https://privacy.apple.com) 上的可用資料。

- iii. **第三方要求**：若第三方向 Apple 索取您或您的終端使用者的內容或個人資料，例如執法部門或主管機關提出要求（「第三方要求」），Apple 將 (i) 在法律允許的範圍內通知您 Apple 收到第三方要求；以及 (ii) 通知要求者向您尋求解決此類第三方要求。除法律另有規定或第三方另有要求外，應由您負責回覆第三方要求。若您在個人資料方面受到資料保護主管機關或其他類似權責機關的調查，則在涉及 Apple 擁有存取權之本服務相關個人資料的範圍內，Apple 應提供您協助和支援，以回應這些調查。

**M. FERPA (美國法典第 20 編第 1232g 條) 學校人員資格。** 若您為適用美國《家庭教育權利與隱私法案》(FERPA) 的教育機構或組織，或代表此類教育機構或組織行事，則雙方同意，就本協議而言，Apple 將 (a) 為 34 C.F.R. § 99.31(a)(1)(i) 所定義之具合法教育利益的「學校人員」；(b) 就相關終端使用者的個人資料，在機構的直接控制下，執行機構可能聘請員工執行的機構服務或功能；(c) 僅將相關終端使用者的個人資料用於機構授權之目的，包括本協議規定之目的；(d) 不得轉而向第三方或關係企業揭露相關終端使用者的個人資料，除非本協議授權、機構許可、依法院裁定或適用之法律或法規允許。

**N. COPPA。** Apple 將依 1998 年兒童線上隱私保護法 (COPPA)，使用並留存您和您的終端使用者因本服務而提供予 Apple 之個人資料 (如適用)。第 3 節及附件 A 構成關於 Apple 收集、使用或揭露 13 歲以下兒童個人資料之方式的聲明。您授權 Apple 以提供與改善本服務為目的，根據附件 A 收集、使用及揭露此類個人資料。

**O. 存取第三方產品與服務。** 若您選擇存取、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，本服務得於使用此類附加服務之必要範圍內，允許該等產品或服務存取個人資料。其中的特定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，如果您允許終端使用者透過聯合身分識別供應商登入本服務。您不需要使用與本服務相關的該等附加產品或服務，且您的管理員可以根據本協議限制對該等附加產品或服務的使用。存取、使用、下載、安裝或啟用用於「管理式 Apple ID」的第三方產品或服務之前，請您務必檢視該第三方產品和服務的條款、政策及實務，以了解它們可能向終端使用者收集哪些資料、如何使用、分享和儲存這些資料，以及這些實務是否符合您取得的任何同意 (如適用)。

**P. Apple 服務供應商。** Apple 得向就本服務為 Apple 提供服務的服務供應商提供個人資料。您授權 Apple 使用做為服務供應商的「Apple」定義中提到的所有 Apple 實體，以及 Apple 可能使用的任何其他服務供應商，前提是此類服務供應商受合約約束，對個人資料的保護程度不得低於 Apple 根據本協議對此類資料的保護程度，並且不會將此類資料用於本協議指明外的其他目的。服務供應商名單請參見 [https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors\\_us.pdf](https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors_us.pdf)。若服務供應商未能履行其依本協議的資料保護義務，Apple 應依照相關法律要求對該服務供應商的義務全權負責。

#### 4. 服務

**A. 使用限制。** 您將確保您和您的終端使用者對本服務的使用符合本協議，並且將通知終端使用者本協議所載限制並予以執行。您和您的終端使用者皆不得使用本服務上傳、下載、發布、傳送電子郵件、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、侵害他人隱私、仇恨、冒犯族裔性質或其他爭議的內容或資料；(ii) 侵害任何著作權或其他智慧財產，或違反任何營業秘密或其他契約或專有權利的任何內容或資料；(iii) 未經同意或授權即傳送之電子郵件訊息、廣告、宣傳資料、垃圾郵件、詐騙郵件或連鎖信；和/或 (iv) 含有病毒的任何內容或資料，或目的為傷害、干擾、限制本服務或其他電腦軟體、硬體正常運作的電腦程式碼、檔案或程式。您進一步同意您不會，並且將確保終端使用者不會：(a) 將本服務使用於跟蹤、騷擾、威脅或傷害他人；(b) 假冒他人或其他

實體的身分 (Apple 有權退回或封鎖疑似假冒或謊稱您的身分或是盜用他人姓名或身分的「管理式 Apple ID」或電子郵件地址); (c) 偽造任何傳輸控制通訊協定/網際網路通訊協定 (TCP-IP) 封包標頭或電子郵件或新聞群組貼文之標頭資訊的任何部分, 或以其他方式將資訊置入蓄意在透過本服務所傳輸之任何內容的原始來源方面誤導收件者的標頭中 (稱為「詐騙」); (d) 干擾或中斷本服務、任何與本服務相連的伺服器或網路, 或任何與本服務相連網路的政策、要求或規範; 及/或 (e) 使用本服務以其他方式違反適用法律、法令或規章。若您或您的終端使用者, 使用本服務或有其他行為損及 Apple 對您或他人提供服務之能力 (無論是否為故意), Apple 有權採取必要措施, 以保護本服務及 Apple 系統, 包括暫停您對本服務的存取。

若您為適用實體、商務夥伴, 或適用實體或商務夥伴之代表 (這些術語如 45 C.F.R § 160.103 之定義), 您同意您不會使用 iCloud 的任何元件、功能或其他設施來建立、接收、維護或傳輸任何「受保護的健康資訊」(此術語如 45 C.F.R § 160.103 之定義), 或以任何會使 Apple (或任何 Apple 子公司)、您或任何第三方之商務夥伴遭受損害的方式來使用 iCloud。

**B. 帳號管理。** 您同意您應自行負責控管您的管理員帳號, 以及您所有的「管理式 Apple ID」, 包括但不限於: (i) 保障各帳號使用者名稱及密碼的安全與防護; (ii) 設定和/或移除您的終端使用者對此類帳號及本服務提供和/或儲存內容之存取權限; 及 (iii) 向終端使用者提供有關使用「管理式 Apple ID」帳號之適當文件與準則。

**C. 終端使用者同意。** 管理員有權透過入口網站及/或管理員工具, 監控、存取或揭露有關「管理式 Apple ID」帳號之終端使用者資料。您聲明並擔保, 在將服務部署到機構和任何終端使用者之前, 您將針對本協議條款提供充分通知與揭露, 並向每位終端使用者或其家長或法定監護人 (於必要且適用時) 取得所有必要權利和同意聲明, 以允許 Apple: (1) 根據本協議提供並改善服務; (2) 存取和接收提供本服務時可能產生之終端使用者資料。

**D. 管理式 Apple ID; 功能與服務。** 「管理式 Apple ID」係指您為終端使用者設定, 以供存取本服務之帳號使用者名稱與密碼。Apple 將向您提供工具, 為終端使用者設定「管理式 Apple ID」。機構為您的終端使用者設定「管理式 Apple ID」時, 選擇的本服務所有可用特色及功能可供您機構的所有「管理式 Apple ID」使用。您應自行承擔使用本服務所選服務功能對機構與/或您的終端使用者所產生之一切適用相關風險與費用。

**i. 管理式 Apple ID 使用規則**

1. **裝置和帳號。** 使用「管理式 Apple ID」存取本服務可能需要相容裝置、Internet 連線、特定軟體與定期更新。部分交易或功能可能需要軟體最新版本。Apple 有權限制可設定之「管理式 Apple ID」數量, 以及服務帳號之相關裝置數量。

2. **您就「管理式 Apple ID」所享權利。** 除非法律或本協議另有要求, 否則您同意各「管理式 Apple ID」在個人終端使用者之間以及機構之間皆不可移轉。

**ii. 尋找我的 iPhone。** 「管理式 Apple ID」之「尋找我的 iPhone」功能均將自動停用。若授權裝置遺失或遭竊, 貴機構得使用 MDM 解決方案, 將裝置設定為遺失模式, 以鎖住裝置、登出終端使用者並自動向 MDM 伺服器傳輸報告。貴機構得自遠端刪除裝置, 並開啟「啟用鎖定」, 以協助確保裝置無法在無適當「管理式 Apple ID」及密碼之狀態下重新啟動。若您未以密碼保護授權裝置、未開啟遺失模式及/或未接獲、回覆通知與訊息, Apple 概不負擔任何責任。Apple 不負責歸還遺失或遭竊之裝置, 或復原遺失之資料。Apple 不負責更換開啟「啟用鎖定」功能之裝置, 亦不負擔此類裝置之擔保責任。您得透過 MDM 移除「啟用鎖定」功能或停用遺失模式。

**iii. 帳號認證。** 自動為您的管理員、教師和工作人員的「管理式 Apple ID」啟用需要兩種資訊 (像是密碼和產生的安全碼) 進行認證的雙重認證。機構同意提供 Apple 至少一個行動電話號碼, 供機構接收 Apple 的自動撥號或預錄電話和簡訊, 以進行驗證和處理帳號相關事宜, 機構可能會被收取訊息和數據標準費率。

Apple 可能會透過此類電話或簡訊進行以下作業：(i) 協助維持登入時的服務帳號安全；(ii) 協助您在忘記密碼時存取帳號；或 (iii) 用作維護您服務帳號或執行本協議和相關政策的其他必要方式。發布給您的終端使用者的「管理式 Apple ID」也將需要雙重認證，例如授權裝置的識別，以及在入口網站或電話號碼中產生的認證碼。您在任何情況下都應負責：(a) 發布為識別終端使用者而建立之「管理式 Apple ID」；(b) 核准該等終端使用者存取本服務；(c) 防止未經授權的存取；及 (d) 保護使用者名稱、密碼及帳號資訊安全。

iv. **備份。** 非屬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 ID」登入，裝置螢幕鎖定，接受電源，且透過無線網路連結至 Internet 時，傳輸至本服務。您得停用 MDM 註冊設定之備份功能。備份僅限於裝置設定、裝置特性、照片、影片、文件、訊息 (iMessage、SMS 及 MMS，若開啟)、鈴聲、app 資料 (含健康 app 資料，若適用)、位置設定 (例如所設定之位置相關提示)、主螢幕及 app 配置。您向 App Store 或 Apple Books Store 購買、下載或提供終端使用者存取的內容，以及向任何第三方購買或由第三方提供的內容，均不得備份。該等內容可能得依帳號規定、留存情況和任何適用的條款和條件，從這些服務重新下載。自您的終端使用者電腦同步之內容亦無備份。若您啟用「iCloud 照片圖庫」，除自動 iCloud 備份外，您的終端使用者之照片圖庫將另外備份。儲存於終端使用者之通訊錄、行事曆、書籤及文件中的內容可透過網頁上或任何 Apple 裝置上終端使用者登入以使用「管理式 Apple ID」的 iCloud 加以存取。您應自行負責為您與您的終端使用者之資訊與資料，留存適當替代備份。

v. **iCloud 照片圖庫。** 若您啟用「管理式 Apple ID」之「iCloud 照片圖庫」，授權裝置照片 App 中之照片、影片及後設資料 (以下稱「裝置照片圖庫」) 將自動傳送至 iCloud，在 iCloud 儲存為終端使用者之照片圖庫，並推送至終端使用者所有啟用「iCloud 照片圖庫」之其他裝置及電腦。若終端使用者日後變更 (含刪除) 該等裝置或電腦上的裝置照片圖庫，此類變更將自動傳送至並反映於終端使用者之 iCloud 照片圖庫。此類變更也會自 iCloud 推送至並反映於終端使用者所有啟用「iCloud 照片圖庫」的裝置及電腦中所包含之裝置照片圖庫。各授權裝置或電腦之照片圖庫解析度，可能依可用儲存空間和終端使用者為啟用 iCloud 照片圖庫裝置選擇之儲存管理選項而不同。若您無意使用「iCloud 照片圖庫」，可以將您的「管理式 Apple ID」和/或您的授權裝置設定為停用。

vi. **「課業」app。** 若您讓您的終端使用者使用「課業」app，您的機構中的教師和學生就能夠使用「管理式 Apple ID」，管理其學校功課和指派作業。

1 **iCloud 檔案共享。** 在您以「管理式 Apple ID」使用「課業」app 分享檔案時，Apple 會在「iCloud 雲碟」中，自動為學生和教師將所有分享的檔案整理到班級資料夾中。您的終端使用者可以使用其「管理式 Apple ID」，存取其分享的檔案。在您分享檔案的班級中，每一位終端使用者皆能看見對這些檔案的註解或變更。你可以隨時停止分享檔案。終端使用者使用「管理式 Apple ID」建立的檔案將會儲存，直到您將其刪除。然而，系統並不會刪除之前複製到另一部裝置或電腦的任何檔案。

2. **學生進度。** 您選擇加入入口網站中的學生進度功能時，啟用 ClassKit 之應用程式所指派的活動中的學生進度將被記錄並報告至 ClassKit 框架。只有教師使用「課業」app 指派的活動才會啟動學生進度資訊的記錄和報告。學生終端使用者可在「課業」app 及其裝置上的設定中檢視自己的學生進度資訊。您的教師終端使用者將可檢視其指派活動的班級中所有學生的學生進度資訊。您使用啟用「課業」app 或 ClassKit 之應用程式建立的學生資料，將按照本協議第 3 節和附件 A 處理。若您選擇不讓「管理式 Apple ID」使用學生進度功能，所有與「管理式 Apple ID」相關的學生進度個人資料，均會依照第 3L(i) 節刪除。

vii. **第三方 App。** 若您允許您的終端使用者得以其「管理式 Apple ID」登入任何第三方 app，您謹同意允許此類 app 將資料儲存於您的終端使用者之「管理式 Apple ID」相關帳號，並由 Apple 代表第三方 app 開發商收集、儲存並處理有關您和/或您的終端使用者使用本服務與此類 app 之資料。第三方 app 可能與同一 app 開發商下載之其他 app 共享此類資料。您應負責確保您和您的終端使用者遵守任何儲存限制，以及根據您提供終端使用者下載的第三方 app 而定的各「管理式 Apple ID」適用之所有法律。

viii. **其他 Apple 服務。** 若您為您的非學生終端使用者登入其他 Apple 服務，即表示您同意讓 Apple 服務將資料儲存在與這些終端使用者的「管理式 Apple ID」相關的帳號之中，並且讓 Apple 為了您和/您的非學生終端使用者使用 Apple 服務而收集、儲存和處理這些資料。您應負責確保您和您的非學生終端使用者遵守您允許該終端使用者存取的 Apple 服務之各「管理式 Apple ID」適用之所有法律。若您的非學生終端使用者存取某些 Apple 服務，Apple 得就您的終端使用者對本服務、Apple 服務和 Apple 服務更新的使用與其交流。

**E. 使用伺服器權杖。** 您同意，Apple 提供之伺服器權杖僅得用於將您的 MDM 伺服器在本服務中註冊、上傳 MDM 註冊設定，以及接收「管理式 Apple ID」學生名冊資料。您應確保終端使用者僅在授權裝置上使用透過您的伺服器權杖傳送或接收的資訊。您同意，除了您的第三方服務供應商之外，不將您的伺服器權杖提供或移轉給任何其他實體，或與任何其他實體分享。您同意採取適當措施確保伺服器權杖的安全與隱私，並於其遭洩漏，或您有理由相信它已遭洩漏時予以撤銷。Apple 保留隨時全權決定撤銷或停用伺服器權杖的權利。此外，您理解並同意，將新的伺服器權杖加入 MDM 伺服器前，您使用本服務的能力會因重新產生伺服器權杖而受到影響。

**F. 儲存容量；用途限制。** 禁止超出任何適用或合理的使用限制，例如頻寬或儲存容量（如涉及 iCloud 備份）且超出限制可能會使您無法使用本服務的某些特色及功能、存取內容或使用部分或全部的「管理式 Apple ID」。若 Apple 限制了您可用的頻寬或儲存容量，Apple 將盡商業上合理努力透過本服務或其他方式在十（10）個工作日內通知您。

**G. 提交內容。** 您或您的終端使用者透過使用本服務，上傳、下載、發布、寄送電子郵件、傳輸、儲存或以其他方式提供之內容，應由您全權負責。您應確保您的終端使用者已取得與任何此類內容相關的所有必須的第三方許可或授權。您了解在使用本服務時，您可能會接觸到令您或您的終端使用者覺得冒犯、猥褻或反感的內容，而您亦可能會讓他人暴露在令人反感的內容中。您了解並同意自行承擔使用本服務及任何內容之風險。

**H. 移除內容。** 您了解 Apple 概不為您或您的終端使用者提供之任何內容負責。Apple 有權但無義務認定內容是否適當並符合本協議，並得隨時單方面移動和/或移除違反法律或本協議的內容，恕不另行通知。Apple 若移除任何內容，將會盡商業上合理努力通知您。

**I. 套裝服務。** 本服務的所有功能都作為套裝的一部分提供，不得與套裝分開並作為獨立的應用程式使用。連同特定 Apple 品牌硬體產品提供的 Apple 軟體，未必能在其他型號的 Apple 品牌硬體上執行。

**J. 連結及其他第三方資料。** 本服務之部分內容、元件或功能可含有第三方資料和/或其他網站、資源、內容之超連結。您了解並同意 Apple 對於此類第三方網站或資源的可用性概不負責，並且對於您或您的終端使用者使用該等網站、資源之中或提供之內容、廣告、產品或資料，Apple 概不負責。

**K. 購買 App 和書籍。**

i. **取得內容。** 使用「管理式 Apple ID」從 App Store 或 Apple Books Store 擷取內容的功能會自動停用。您可以選擇賦予您的管理員或教職員購買授權，並允許他們使用大量採購計劃（VPP），以購買在本服務上使用的 App 和書籍，使其擁有存取此類內容的權限。您對於 App Store 和/或 Apple Books Store 的使用方式須受「Apple 媒體服務條款與條件」（<http://www.apple.com/legal/internet-services/itunes/us/terms.html>）第 G 節及第 H 節規定所規範（如適用）。您同意，您有權並且將代表您的授權終端使用者接受此等適用條款。

ii. **大量採購計劃。** 您透過 Apple 大量採購計劃進行之購買應適用 VPP 條款，並將透過 App Store 和/或 Apple Books Store 供應予終端使用者或指定裝置。

**L. 更新與維護; 服務變更。**

- i. **更新與維護。** Apple 可能隨時更新本服務使用的軟體。更新可能包括除錯、功能增進或改良,或是全新的軟體版本。在部分情況下,您必須完成更新,始得繼續使用服務或所有服務功能。若因您未更新而導致效能或安全問題,Apple 概不負擔任何責任。Apple 必須不定期進行服務的維護作業。儘管 Apple 沒有義務通知您任何維護作業,但 Apple 會盡商業上合理努力提前通知您任何排定的維護作業。
- ii. **服務變更。** Apple 有權隨時修改或更新本服務之功能與外觀。您謹同意 Apple 概不為修改、暫停或終止服務,向您或第三方負責。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) 適於或可於特定地點使用。

**M. 其他協議。** 您了解並同意,您與 Apple 達成的任何銷售、服務或其他協議的條款和條件與本協議的條款和條件各自獨立。本協議的條款和條件會規範本服務的使用情形,並且不會因為您與 Apple 訂立的任何其他協議而削弱或受到其他影響。

**N. 專業服務。** 與本服務相關的任何專業服務 (例如需要 Apple 提供應交付項目的諮詢或開發服務) 均需付費,且 Apple 與機構之間必須另訂協議。

**O. 電子交付。** 本服務和本協議中所述的任何 Apple 軟體將透過電子方式交付,若任何授權裝置上預先安裝了此類軟體則除外。

**P. 費用與稅捐。** 您的機構將支付所有因使用本服務而產生的應付稅捐 (如有),除非適用的法律減免稅捐。您必須依照 Apple 的要求向 Apple 提供您機構的免稅狀態證明。

**5. 所有權與限制; 著作權聲明**

**A.** 您的內容及本服務中使用或存取之由您擁有的既有軟體應用程式,其所有權及智慧財產權概由您保留之。Apple 和/或其授權人保留以下所有所有權和智慧財產權: (1) 本服務及其衍生產品,包括但不限於執行本服務所使用的圖形、使用者介面、指令碼和軟體 (以下稱「軟體」); (2) 作為本服務的一部分提供給您和/或與其相關的任何 Apple 軟體,包括其中所存在的任何及所有智慧財產權 (無論是否已註冊,且無論存在於世界的任何地方皆然); 及 (3) Apple 或代表 Apple 根據本協議開發或提供的任何內容。本協議不得移轉任何技術的所有權,或技術中的任何智慧財產權。若您在使用本服務過程中發現內容有不當之處,或在其他方面認為其違反本協議,可透過以下管道檢舉: (<http://www.apple.com/support/business-education/contact/>)。您謹進一步同意:

- i. 本服務 (含 Apple 軟體及其他部分) 含有受適用的智慧財產或其他法律保護之專有及機密資訊,包括但不限於著作權。
- ii. 除了按照本協議使用本服務,您不會將此類專有資訊或素材用於任何其他用途或提供任何第三方使用,也不會要求或允許他人從事此類行為。
- iii. 除這些條款明確允許外,不得以任何形式或手段重製本服務的任何部分。
- iv. 您不得針對本服務進行解編、逆向工程、解譯或試圖取得其中之原始碼,亦不得要求或容許他人從事此類行為。
- v. Apple、蘋果、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、標誌,均屬 Apple Inc. 於美國及/或其他國家與地區之商標或註冊商標。Apple 商標清單請參見: (<http://www.apple.com/legal/trademark/appletmlist.html>)。本服務使用的其他商標、服務標章、圖形和標誌,可能為其各自所有人的商標。您概未取得前述商標之權利或授權,並同意不得移除、遮蔽或更動本服務內之任何專有標示 (包括商標及著作權標示)。



- vi. 在本協議的期限內，您授權 Apple 僅可在遵守本協議規定行使權利及履行義務的範圍內使用您的標章。
- vii. 您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智慧財產權，應由該等內容之所有人或供應商保留；您使用第三方內容之權利，應適用第三方所有人或供應商指定之條款。
- viii. 除本協議條款允許的情況以外，您不得向任何第三方授權、銷售、出租、租賃、轉讓、發布或代管本服務，或允許對本服務進行分時共享或用於服務中心，亦不得以其他方式在商業上利用本服務，或使任何第三方使用本服務 (或其中任何元件)。

您了解並同意，若機構違反前開規定，Apple 概不就因貴機構行為 (包括但不限於資安事件或資料事故) 產生之損害或求償負擔任何責任。

**B. 使用本服務提出或發布素材或內容，即表示：**(i) 您聲明其為該等資料之所有人，和/或具有散佈該等資料所需之權利、授權與許可；(ii) 您授予 Apple 免權利金、非專屬、可轉讓之全球授權，得基於 Apple 提供本服務之目的，於本服務使用、散佈、重製、修改、發布、翻譯、播放及公開展示該等內容，無需對機構支付對價或負擔義務。您了解為提供本服務，並於服務中提供貴機構之內容，Apple 得將貴機構內容於不同公開網路、媒體中傳輸，並依相關網路、裝置或設備之技術規定，更動貴機構內容。您同意，Apple 有權但無義務根據本協議的授權採取任何此類行為。

**C. 著作權聲明 – DMCA。** 若您認為您主張著作權的任何內容遭到使用本服務的任何人侵權，請聯絡 Apple 的著作權代理人，如 Apple 的「著作權政策」所述，網址為 [http://www.apple.com/legal/trademark/claims\\_of\\_copyright.html/](http://www.apple.com/legal/trademark/claims_of_copyright.html)。若終端使用者之帳號被發現侵權情況，Apple 得全權決定暫停及/或終止該帳號。

## 6. EULAS

**A. EULA 條款和條件。** 欲使用本服務，您及/或您的終端使用者必須接受本服務使用之任何 Apple 軟體，以及您選擇使用之其他 Apple 軟體的 EULA 條款。欲使用本服務，您的管理員必須在相關入口網站接受 Apple 軟體的 EULA，才能將執行此類 Apple 軟體的授權裝置部署到終端使用者。Apple 軟體的 EULA 一旦變更，您的管理員必須返回入口網站，接受該 EULA 後才能繼續使用本服務。您了解，在接受該 EULA 前，您將無法使用本服務或其任何部分或功能，包括將額外授權裝置與您的 MDM 伺服器連結亦然。您有責任將該 EULA 提供給您的終端使用者，並確保每一位終端使用者了解並遵守 Apple 軟體 EULA 的條款，此外您亦同意負責取得您的終端使用者使用 Apple 軟體所需之一切必要的同意。您同意監控終端使用者使用本協議所述之 Apple 軟體的情形，並對其負全部責任。您了解，本協議中的要求和限制適用您為本服務目的使用 Apple 軟體的情形，無論相關 EULA 中是否包含這些條款。

## 7. 期限；終止；暫停；終止效果

**A. 期限。** 本協議將自您首次接受本協議之日開始，並應持續到依照本協議終止為止 (以下稱「期限」)。

**B. 由 Apple 終止。** Apple 得隨時基於任何理由或無理由終止本協議，前提是 Apple 提前三十 (30) 天提出書面通知。此外，如發生以下任何情況，Apple 得隨時不經事先通知立即終止或暫停全部或部分「管理式 Apple ID」和/或對本服務的存取權限：(a) 違反本協議，包括但不限於第 4A 節。(「使用限制」)，或任何其他本文提及和/或服務中發布的政策或準則；(b) 執法機構、司法單位或其他政府機關的要求和/或命令；(c) 為您提供服務係屬違法或可能違法；(d) 無法預期的技術或安全議題或問題；(e) 您參與詐欺或非法活動；或 (f) 您未在收到要求繳納費用的書面通知後三十 (30) 天內，支付必須由您繳納的服務相關費用 (如有)。Apple 可自行決定終止或暫停服務，且 Apple 不負責您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. **由您終止。** 您隨時可停止使用本服務。若您刪除任何「管理式 Apple ID」，您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. **終止效果。** 若本協議終止或到期，則一方授予另一方的權利將根據本協議第 11L 節 (條款存續) 立即終止。

E. **第三方權利。** 在任何情況下，未經 Apple 事前書面同意，您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，您不得公開任何該等協議。

## 8. 賠償

若 Apple 及其董事、高階主管、員工、股東、承包商與代理人 (各稱「Apple 受償方」) 因下列事項而承擔索賠、負債、訴訟、損害、要求、和解、支出、費用、成本，以及任何類型的損失，包括但不限於律師費與法院費用 (統稱「損失」)，於適用法律允許的範圍內，您同意賠償 Apple 受償方，使其不受損害，並於 Apple 要求時為其抗辯：(a) 您和/或您的最終使用者透過本服務提交、發布、傳輸或以其他方式提供的任何內容；(b) 您和/或您的最終使用者實際或涉嫌違反或未遵守本協議中的任何證明、承諾、義務、聲明或保證；或 (c) 您和/或您的最終使用者侵犯他人的任何權利或違反任何法律、規定和法規。您了解本服務不適用於以下情況：本服務或 Apple 軟體提供的內容、功能、服務、資料或資訊中的錯誤或不正確，或本服務或 Apple 軟體的故障可能導致死亡、人身傷害或嚴重的人體或環境損害。在法律允許的範圍內，您同意就您或您最終使用者的任何此類使用情形導致 Apple 受償方蒙受的任何損失進行賠償，使其不受損害並為其抗辯。此義務於本協議和/或本服務使用期限終止或屆滿後仍繼續有效。

## 9. 免責聲明

您明確理解並同意，在適用法律許可範圍內，本服務、Apple 軟體及任何有關內容、功能服務或素材均按「現狀」和「現有」基礎所提供。Apple 及其關係企業、子公司、主管、董事、員工、代理商、合作夥伴和授權人 (在本協議第 9 與 10 節統稱「Apple」)，明確否認所有明示或默示之擔保，包括但不限於適售性、適用於特定目的及無侵權情事的默示擔保。Apple 不擔保以下事項：(I) 本服務符合您的要求；(II) 您使用本服務符合時效、不中斷、安全或沒有錯誤，不會遺失、損壞、遭到攻擊或遭病毒或駭客入侵；(III) 您從本服務取得的資訊均屬正確或可信賴；及 (IV) 作為本服務一部分提供給您的軟體中的任何瑕疵或錯誤都將得到糾正。

您同意 Apple 得隨時無限期移除本服務，或根據本協議條款取消本服務。使用本服務下載或以其他方式取得之任何資料，係依您個人之決定而取得且應自負風險，而你對於因下載任何此類資料而導致你的裝置或電腦受損或資料遺失，亦應自行負責。你進一步確認本服務並非意圖或適合用於下列情況或環境：一旦本服務所提供之內容、資料或資訊發生失敗、延遲、錯誤或不正確時，即可能導致死亡、人身傷害或對人體或環境造成嚴重損害。

## 10. 責任限制

在適用法律未禁止的範圍內，無論任何情況，對於以下事項引起或與其相關的直接人身傷害，或任何間接、附隨、特別、衍生或警示性的傷害，包括但不限於利潤損失、資料損壞或遺失、商譽損失、未能傳輸或接收任何資料 (包括但不限於課程指導、作業和素材)、採購替代商品或服務的成本損失、業務中斷、任何其他有形或無形傷害或損失 (縱使 Apple 已知悉可能會發生上述損害)，Apple 概不負責：(I) 使用或無法使用本服務、Apple 軟體、任何特色、功能、內容、素材或搭配本服務使用的第三方軟體或應用程式；(II) 本服務變更，或本服務或其中任何部分暫時或永久停止；(III) 未經授權存取或變更您的傳輸或資料；(IV) 刪除、毀損或未能儲存和/或傳收您在本服務或透過本服務的傳輸或資料；(V) 本服務上任何第三方的言行；(VI) 其他本服務相關事宜。

## 11. 其他事項

**A. 當事人關係。** 本協議不得解釋為您與 Apple 建立代理關係、合夥、合資企業、信託義務及其他任何形式的法律關係。您不得明示、默示、表現或以其他方式為相反的代表。除非本協議中另有明文規定，本協議並非為第三方之利益而立。

**B. 豁免；轉讓。** 除非 Apple 的正式授權代表以書面方式放棄權利並簽字，否則未履行或延遲履行本協議不代表其放棄權利，且單次放棄權利不構成持續或後續放棄權利。您不得轉讓本協議的全部或部分內容。任何轉讓應屬無效。

**C. 驗證。** 在適用法律允許的範圍內，Apple 得 (透過遠端軟體工具或其他方式) 驗證您對本服務的使用情形，以評估您對本協議條款的遵守情形。您同意在驗證過程中與 Apple 合作，並提供合理的協助和相關資訊的存取權限。任何此類驗證均不得無故干擾您的正常業務營運，並且您同意，對於您在驗證過程中而合作產生的任何成本或費用，Apple 概不負責。

**D. 出口管制。** 本服務和軟體的使用，包括轉移、張貼，或透過本服務上傳資料、軟體或其他內容，都可能受到美國和其他國家/地區的出口和進口法律所規範。你同意遵循所有適用的出口和進口法律及規定。特別是 (但不限於)，不得將軟體出口或轉出口至 (a) 美國禁運之國家/地區，或 (b) 美國財政部特別指定制裁名單 (Specially Designated Nationals) 或美國商務部拒絕往來人士或機構清單 (Denied Person's List or Entity List) 上的任何人。一旦使用本軟體或服務，即表示你聲明並保證你不在任何此類國家/地區中或在任何此類清單上。你亦同意不會將本軟體或服務用於美國法律禁止之任何目的，其中包括但不限於飛彈、核子、化學或生物武器的開發、設計、製造或生產。您進一步同意不會將存在下列情況的任何資料或軟體上傳至您的帳號：(a) 受《國際武器貿易條例》(International Traffic in Arms Regulations) 規範；(b) 因未經政府事先書面授權而不得出口，其中包括但不限於特定類型的加密軟體及原始碼 (若未事先取得該授權)。此保證和承諾在本協議終止後仍繼續有效。

**E. 準據法。** 機構應遵守適用於使用本服務的所有法律、規則和法規，包括但不限於為打擊賄賂和貪腐而制訂的法律、規則和法規，包括美國《反海外貪污法》(Foreign Corrupt Practices Act)、英國《反賄賂法案》(Bribery Act)，以及 OECD《打擊行賄海外官員公約》(Convention on Combating Bribery of Foreign Public Officials)，以及根據本協議進行業務或執行服務所在地國家/地區的相關法律，並應確保機構所有員工、承包商和代理人應遵守這些法律、規則和法規。

**F. 聯邦政府終端使用者。** 本服務、Apple 軟體和相關文件屬於 48 C.F.R. §2.101「商業電腦軟體」和「商業電腦軟體說明文件」定義之「商業項目」，並視情況適用 48 C.F.R. §12.212 或 48 C.F.R. §227.7202。根據 48 C.F.R. §12.212 或 48 C.F.R. §227.7202-1 至 §227.7202-4 規定，對美國政府終端使用者授權商用電腦軟體和商用電腦軟體文件時，(a) 僅得做為商業品項；及 (b) 應根據本協議條款和條件對其他終端使用者授予相同權利。Apple 根據美國的著作權法律保留任何未經發布的權利。

**G. 律師費。** 在適用法律未禁止的範圍內，若為執行或解釋本協議的任何條款或規定而開始或提起了任何監管、行政、普通法或衡平法訴訟或程序 (本協議要求的任何仲裁除外)，勝訴方在任何此類訴訟或程序中除其可能享有的任何其他救濟外，有權追回其合理的律師費、專家證人費、訴訟成本和費用。在本協議中，「勝訴方」包括但不限於駁回本協議中的追償訴訟以換取據稱應得款項之付款、據稱遭違反的承諾之履行，或與救濟要求大致相符對價的當事人。

**H. 準據法。** 若您的機構為美國公立且受到認可的教育機構，本協議將由您的機構所在的州法律管轄並按該等法律解釋，但該等法律關於衝突法的規定除外。您與 Apple 特此同意，您的機構所在州的聯邦法院具對人管轄權，且為專屬管轄法院。

對於其他所有位於美國，或根據本協議受美國法律管轄的機構，本協議將由加州法律管轄並按該等法律解釋，如同加州居民於加州簽訂並執行的協議。雙方另接受下列任何法庭的對人管轄權及審理，並且放棄提出反對意見：美國加州北區地方法院、加州聖塔克拉拉郡高等法院，或位於聖塔克拉拉郡內負責審理本協議所致訴訟的任何其他法庭。

若您的機構位於美國境外，準據法和法庭應為為您提供本服務的 Apple 實體所在國家之法律和法庭，如同下文第 11M 節所定義。

若您為國際性跨政府組織，並已透過政府間憲章或協議獲得國內法院之司法豁免權，則因本協議所生、與本協議有關或違反本協議所致的爭端或索賠，皆應依申請仲裁時有效的《國際商會仲裁規則》（「ICC 規則」），由根據此規則指定的三名仲裁員進行仲裁，並將根據國際律師協會 (IBA) 關於國際仲裁取證的規則進行。仲裁地應為英國倫敦。仲裁應使用英語執行。您同意依 Apple 要求提供證據，證明您為具備該等特權

本協議明確排除《聯合國國際貨品買賣契約公約》(United Nations Convention on Contracts for the International Sale of Goods) 之適用。

**I. 通知。** 除非本協議另有規定，否則本協議條款要求或允許或法律要求的任何通知必須以書面為之，並且必須符合以下事項：(a) 專人送達，(b) 以美國郵政服務寄送，或 (c) 以航空快遞寄送，且前述任一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.，並以電子郵件傳送副本至：<http://www.apple.com/support/business-education/contact/>。任一方得依照本條規定方式通知另一方變更其地址。通知應於下列時點視為送達：專人送抵之當時，依前述方式郵寄後三 (3) 個工作日，或交寄航空快遞後一 (1) 日。您同意透過電子郵件接收通知，並同意 Apple 以電子方式對您發送通知時，即符合法律通訊要求。

**J. 不可抗力。** 若因戰爭、戰爭行動、恐怖主義、非暴力反抗、火災、地震、天災、自然災害、意外、傳染病、勞資爭議、政府限制 (包括拒絕或取消任何進出口或其他許可) 或其他責任方合理控制範圍外的事件導致未執行本協議內容，或執行延遲，雙方皆無須承擔責任，前提是責任方在發現不可抗力事件後的五 (5) 個工作日內以書面通知另一方。雙方將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期間，但於任何情況下不得超過三十 (30) 天。本節不免除任何一方建立和遵守合理的災難復原程序的義務。

**K. 完全共識；可分割性；本協議變更。** 本協議構成您與 Apple 之間有關您對本服務的使用的完整協議、規範您對本服務的使用行為，並且完全取代您與 Apple 先前就本服務所簽訂的任何協議。若您使用附屬服務、第三方內容或第三方軟體，可能必須遵循額外條款。除非本協議中另有與本服務相關的規定，否則本協議內並無任何規定取代 Apple 軟體的 EULA。本協議只能在本協議明文允許的範圍內進行修改 (例如 Apple 在通知您後進行修改)。若您拒絕接受此類變更，Apple 有權終止本協議和您的帳號。若本協議的任何部分經認定無效或無法執行，該部分應以不違反適用法律，並盡可能反映雙方當事人原始意圖的方式予以解釋，而其餘部分仍應維持十足效力及作用。Apple 未行使或執行本協議之任何權利或條款，不應構成放棄該等權利或條款。本協議的任何譯本僅僅為了滿足當地需要。如果英文版本與任何非英文版本有任何衝突之處，應以本協議的英文版本為準。

L. **條款存續。** 本協議任何不受終止或到期影響的條款和規定，包括本協議任何及所有附錄和修正，到期後仍然有效。

M. **定義。** 在本協議中除非另有明文規定：

「管理員」係指機構中依照本協議條款獲授權代表機構為帳號管理之目（包括但不限於管理伺服器、上傳 MDM 佈建設定、將裝置加入您的帳號、建立並維護「管理式 Apple ID」及其他與管理本服務相關的任務）行事的員工或承包商（或第三方服務供應商）。

此處使用之「Apple」意指\*：

- 就加拿大或其領土與領地的使用者而言，係指地址位於 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada 的 Apple Canada Inc.；
- 就日本使用者而言，係指 iTunes K.K.，位於 Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo for users in Japan；
- 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，係指 Apple Pty Limited，位於 Level 2, 20 Martin Place, Sydney NSW 2000, Australia；
- 就歐洲經濟區和瑞士使用者而言，係指 Apple Distribution International Ltd，位於 Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland；以及
- 就所有其他使用者而言，係指 Apple Inc.，位於 One Apple Park Way, Cupertino, California, 95014, United States。
- 就位於墨西哥、中美洲、南美洲或任何加勒比國家或地區（不包括波多黎各）的機構而言，係指 Apple Services LATAM LLC，位於 1 Alhambra Plaza, Ste.700 Coral Gables, Florida 33134, U.S.A.。

「Apple 人員」係指 Apple 員工、代理人和/或承包商。

「Apple 服務」係指 App Store、Apple Books、Apple Online Store、AppleCare、Apple Teacher Learning Center，以及依本協議提供給您終端使用者之其他 Apple 服務。

「Apple 軟體」係指 iOS、macOS、、「課業」app 和 tvOS，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 提供本服務有關的特定任務（例如處理或儲存資料，以及提供客戶服務）的第三方。

「授權裝置」係指由您擁有或控制（或由您的終端使用者個人擁有，如 BYOD 裝置）、被指定僅可由終端使用者使用，並且合乎在本服務中使用的適用技術規範和要求的 Apple 品牌。縱有前述規定，BYOD 裝置並未獲准註冊加入由您執行的受監管裝置管理做為服務的一部分，也不能新增至您的帳號中。

「內容」係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、書面文字、軟體、音樂、圖像、照片、影像、音效、影片、訊息及任何其他類似資料，包括個人資料。

「終端使用者」係指獲機構或其代表授權得依照本協議使用本服務的機構員工、教師、職員、承包商 (或第三方服務供應商)、管理員和/或學生 (如適用)。

「終端使用者授權合約」或「EULA」係指 Apple 軟體適用之軟體授權協議條款與約定。

「GDPR」係指歐洲議會的 Regulation (EU) 2016/679 法令，和 2016 年 4 月 27 日大會中有關個人資料處理方面的自然人保護，以及此類資料的自由移動，並且撤銷 95/46/EC 指令。

「ISO 27001 認證」係指涵蓋服務的 ISO/IEC 27001:2013 認證或類似認證。

「ISO 27018 認證」係指涵蓋服務的 ISO/IEC 27018:2014 認證或類似認證。

「MDM 註冊設定檔」係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」係指您 (或代表您的第三方服務供應商) 所持有或控管，且已指定做為與本服務通訊之電腦。

「個人資料」係指可合理用以識別本協議下之機構管理之個人的資料。個人資料可能與您的機構的學生、教師、管理員、員工及承攬人有關，例如「管理式 Apple ID」的相關資訊。個人資料不包括已進行彙總、匿名處理或去識別化，無法再合理連結個人或與個人產生關聯的資訊。

「伺服器權杖」係指您的公開金鑰、「管理式 Apple ID」和 Apple 提供之權杖三者的結合，其可讓您的 MDM 伺服器註冊本服務。

「本服務」係指 Apple 依照本協議提供給機構的 Apple 校務管理服務 (及其任何元件、功能和特色)，用於讓機構透過入口網站和 iCloud 等其他 Apple 網站和服務對授權裝置、內容、管理式 Apple ID 及與此等管理式 Apple ID 相關聯的 iCloud 儲存空間，以及授權終端使用者的存取和使用方式進行管理。

「第三方內容」係指您透過使用本服務或與使用本服務相關的行為，從 Apple 以外之第三方來源取得或衍生的所有任何形式資料檔、裝置特性、書面文字、軟體、音樂、圖像、照片、影像、音效、影片、訊息及任何其他類似資料。

「第三方服務供應商」係指按照本協議條款提供服務給您的第三方。

「您」或「機構」係指簽訂本協議之機構。為免疑義，對於員工、承包商、第三方服務供應商及獲授權代表人其行使權利的代理人遵守本協議之情形，機構須對之負責。

「您的內容」係指您或代表您的終端使用者，提供之任何形式資料檔、裝置特性、書面文字、軟體、音樂、圖像、照片、影像、音效、影片、訊息及任何其他類似資料 (包括前開定義之個人資料)，該內容存放於本服務，或在本服務上或透過本服務執行。

「入口網站」係指 Apple 供您管理本服務的 Web 平台。

## 附件 A 學生個人資料隱私權聲明

### 學生的管理式 Apple ID

使用您建立的「管理式 Apple ID」，學生將可利用您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 ID」從事下列活動：

- 撥打與接收 FaceTime 視訊和語音通話
- 使用相機、照片、iCloud 照片共享、訊息、郵件、iWork 和其他 Apple app 製作並分享照片、文件、影片、語音訊息和簡訊
- 使用課堂 App 進行互動，教師和管理員得據此瀏覽裝置螢幕，以利教師指導學生學習課程
- 儲存連絡人、行事曆事件、注意事項、提醒、相片、文件，並備份到 iCloud
- 使用 Safari 和 Spotlight 存取及搜尋 Internet 和 Internet 資源
- Apple School Manager 啟用學生進度功能時，在啟用 ClassKit 的 app 中記錄並分享其進度
- 使用「課業」app 檢視課堂作業、前往指派的 app 活動、與教師和其他學生進行共同作業，以及提交作業

未取得適當同意，Apple 不得故意收集、使用或揭露您學生任何的個人資料。您承認若適用之法律要求，則您有責任取得學生及/或家長的同意並向其提供充分通知，方可建立「管理式 Apple ID」、供 Apple 使用「管理式 Apple ID」提供服務，以及收集、使用與揭露您或您的終端使用者透過本服務收集、使用與揭露您或您的終端使用者透過本服務 (包括您為學生提供的額外功能與服務) 提供 Apple 的學生個人資料。

Apple 得採取其他措施，驗證授權為您的學生建立「管理式 Apple ID」許可之人為貴機構有權限代表您提供同意的管理員。

### 資訊的收集

#### *建立管理式 Apple ID:*

Apple 可能會收到您或代表您行事的人員為您的學生建立「管理式 Apple ID」而提供的以下個人資料：學生姓名、機構、註冊班級、角色和學生 ID。您亦可選擇提供您的學生的年級和電子郵件地址。為保護學生帳號的安全性，以及讓您能在線上輕鬆重設學生密碼，您必須對該資訊保密。

#### *以管理式 Apple ID 使用 Apple 服務:*

針對您為教育目的而選擇提供的 Apple 功能與服務，Apple 可能收集與學生的使用有關的個人資料，包括上述資訊。例如，若您選擇使用「課業」app，Apple 可能向學生收集與教師透過「課業」app 指派之活動有關的個人資料，例如您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回饋。若您在 Apple School Manager 中啟用學生進度功能，Apple 將從參與 app 中接收指派之活動中的學生進度資料，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 可能收集有關您的學生使用本服務的診斷及技術資料，包括例如 IP 位址，以及學生的裝置、瀏覽器、系統與應用程式軟體以及周邊設備的資訊。

### 資訊之使用

Apple 得使用您或您的終端使用者透過本服務所提供之學生個人資料，基於教育目的及為遵守適用法律而提供並改善本服務。



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。依據預設，與您使用本服務建立的「管理式 Apple ID」相關聯的所有裝置將啟用「個人化廣告」，確保您的學生不會收到定向廣告。但取決於您下載之任何第三方 app，該裝置仍可能收到非鎖定目標廣告。

Apple 得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、系統與應用程式軟體、周邊設備相關資訊，以及 Cookie，以便提供與改善本服務，促進提供與本服務相關的軟體更新、產品支援和其他功能，用於安全和帳號管理，以及查核對本協議條款的遵守情況。例如，Apple 可能使用學生對「課業」app 之使用情形的非個人身分資料 (與「管理式 Apple ID」無關) 來提供並改善 app。

## 向第三人揭露

### *管理式 Apple ID*

取決於您設定的限制，您的學生亦可能使用您選擇提供的 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訊。

此外，若您的學生使用本身的「管理式 Apple ID」登入第三方擁有的裝置 (例如，朋友或家長的 iPad)，他人使用該裝置即可看見或存取學生「管理式 Apple ID」帳號之相關資訊，直至學生登出帳號。

若您允許您的學生透過聯合身分識別供應商登入本服務等情況下，此等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。您不需要使用與本服務相關的該等附加產品或服務，且您的管理員可以根據本協議限制對該等附加產品或服務的使用。存取、使用、下載、安裝或啟用用於「管理式 Apple ID」的第三方產品或服務之前，請您務必檢視該第三方產品和服務的條款、政策及實務，以了解它們可能向學生收集哪些資料、如何使用、分享和儲存這些資料，以及這些實務是否符合您取得的任何同意 (如適用)。

### *Apple 服務供應商*

Apple 得向代表 Apple 執行與 Apple 提供本服務有關的特定任務 (例如處理或儲存資料，以及提供客戶服務) 的 Apple 服務供應商提供個人資料。您授權使用 Apple Inc. 作為服務供應商，以及 Apple 可能使用的任何其他服務供應商，前提是此類服務供應商受合約拘束，對該資料的保護程度不得低於 Apple 根據本協議對此類資料的保護程度，並且不會將此類資料用於本協議指明外的其他目的。前述服務供應商的名單可供索取。若 Apple 服務供應商未能履行其依本協議的資料保護義務，Apple 應依照相關法律要求對該 Apple 服務供應商的義務全權負責。

### *其他*

若 Apple 認為，為執行 Apple 的條款和條件或保護 Apple 的經營或使用者，有揭露個人資料的合理必要，則 Apple 亦得揭露您或您的學生的個人資料。此外公司重整、合併或出售時，Apple 得將您提供的一切個人資料移轉予相關當事人。

## 存取、更正、刪除

Apple 允許您存取、更正或刪除您學生之「管理式 Apple ID」相關資料。您可以透過入口網站刪除與您的「管理式 Apple ID」關聯的資料。如有任何疑問，請透過 <https://www.apple.com/legal/privacy/contact/> 與我們聯絡。

## 家長/監護人的資訊審查和刪除

在中小學 (K-12) 擁有「管理式 Apple ID」之學生終端使用者的家長或監護人得聯繫管理員，存取子女的個人資料或要求刪除。若家長或監護人希望停止任何有關其子女的進一步個人資料收集，家長或監護人可要求管理員使用可用的服務控管，限制其子女對特定功能的存取，或是完全刪除子女的帳號。

Apple 的隱私權政策請參見 <https://www.apple.com/legal/privacy/>；於不違反本聲明與本協議第 3 節之範圍內，此隱私權政策經引用納入本協議。凡使用「管理式 Apple ID」存取本服務之相關事項，如遇 Apple 隱私權政策和本聲明及本協議第 3 節規定彼此牴觸，應優先適用本聲明及本協議第 3 節規定。

請注意：本聲明規定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「管理式 Apple ID」使用前，請您務必檢視該第三方 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 are agreeing that You have read and understand these terms, and agree 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 IDs 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 IDs 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 IDs for End Users and make the features of the Service available. Once You create the Managed Apple IDs 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 ID account. 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 improve 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 ID, such as name, Institution, enrolled classes, role, email address, grade level, 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 ID, 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 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.

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'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](#) and [Privacy Recognition for Processors \(PRP\) System](#) 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](#) 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 ID, 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 ID 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 Your Managed Apple IDs, 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 ID accounts.

**C. End User Consent.** Administrators will have the ability to monitor, access or disclose End User data associated with Managed Apple ID 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 improve 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 IDs; Features and Services.** A Managed Apple ID 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 IDs for Your End Users. When You create Managed Apple IDs 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 IDs. 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 ID**

1. **Devices and Accounts.** Use of Managed Apple IDs 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 IDs that may be created and the number of devices associated with a Service account.

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

ii. **Find My iPhone.** Find my iPhone is automatically disabled for all Managed Apple IDs. 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 ID 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 IDs 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 IDs 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 IDs 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 ID 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 ID. 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 ID, 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 ID 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 ID.

1. **iCloud File Sharing.** When you share a file using Schoolwork in connection with a Managed Apple ID, 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 ID. 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 IDs 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 ID from the Student Progress feature, all student progress Personal Data associated with that Managed Apple ID 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 IDs, You agree to allow such apps to store data in the accounts associated with Your End Users' Managed Apple IDs, 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 ID 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 IDs, 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 ID 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 ID 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 IDs. 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 IDs 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 G and H of the Apple Media Services Terms and Conditions (<http://www.apple.com/legal/internet-services/itunes/us/terms.html>), 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: (<http://www.apple.com/support/business-education/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 here: (<http://www.apple.com/legal/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 at (<http://www.apple.com/legal/trademark/claimsofcopyright.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 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 IDs 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; or (f) 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 IDs, 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.

**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 Items", 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 Items, 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

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., with a courtesy copy sent via e-mail through: (<http://www.apple.com/support/business-education/contact/>). 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 IDs, and other tasks relevant to administering the Service, in compliance with the terms of this Agreement.

“Apple” as used herein means\*:

- 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 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 Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for users in the European Economic Area and Switzerland; and
- Apple Inc., located at One Apple Park Way, Cupertino, California, 95014, United States, for all other users.
- Apple Services LATAM LLC, located at 1 Alhambra Plaza, Ste. 700 Coral Gables, Florida 33134, U.S.A., for Institutions in Mexico, Central America, South America, or any Caribbean country or territory (excluding Puerto Rico).

“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, macOS, Schoolwork, and tvOS, 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 (or which Your End Users personally own (e.g., BYOD devices)), that have been designated for use only by End Users and that meet the applicable technical specifications and requirements for use in the Service. Notwithstanding the foregoing, BYOD 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 ID. 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 ID 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 IDs and iCloud storage connected to such Managed Apple IDs, 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 ID**

With the Managed Apple ID 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 IDs 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

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 IDs, to allow Apple to provide the Service using the Managed Apple IDs, 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 IDs for Your students is an Administrator from Your Institution with authority to provide consent on Your behalf.

#### **Collection of Information**

##### *Managed Apple ID Creation:*

Apple may receive the following Personal Data if provided by You or on Your behalf to create a Managed Apple ID 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 ID:*

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 improve 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 IDs 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 ID) to provide and improve the app.

## **Disclosure to Third Parties**

### *Managed Apple IDs*

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 ID 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 ID 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 ID, 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 IDs. You can delete data associated with Your Managed Apple IDs 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 ID 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 ID.**

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 ID, YOU SHOULD REVIEW THE TERMS, POLICIES, AND PRACTICES OF SUCH THIRD PARTY APPS.