

# Terms and Conditions

Apps in the Apple App Store can benefit from Apple's standard EULA that binds users when they download your app. Like the Google Play Store, you can choose to add your own agreement instead of Apple's default one.

Generally, **the Terms and Conditions agreement is broader than the EULA agreement** and it's particularly relevant for web-based mobile apps.

For native apps, you may use a Terms and Conditions **and** the EULA because you'll be licensing your users a copy of your software to download and use on their device.

As a reminder, your Terms and Conditions should generally cover the following. These will be the same whether your app is web-based or native.

- Definition of key words
- User rights and responsibilities
- Proper or expected usage of the app
- Intellectual property protection
- Accountability for actions, behavior, and conduct
- Payment details for purchases made through your store
- Disclaimers and warranties
- Procedure for account termination
- Exclusion or Limitation of Liability
- Notification of modification of terms

The primary difference with regard to your mobile versus web-based Terms and Conditions will not actually be in the content. Instead, it will be in **how it is displayed**.

The way that you display your Terms and Conditions agreement for a native mobile app when compared to a web-based app, is quite different. Both apps have the same goal, but the apps will use completely different methods of accomplishing that goal.

**And what is the goal?** The goal is to have your user legally bound by your Terms and Conditions agreement. The best way of ensuring that your Terms and Conditions is legally binding is to use the **clickwrap method**.

# Clauses for Terms & Conditions for Apps

Here are a few useful clauses to have in your mobile app's Terms and Conditions agreement.

## Intellectual Property Clause

You can include a clause that protects your intellectual property from customers who may try to take your content and use it as their own or for their own purposes. In this kind of clause, you can set out at the beginning **that your content is protected under IP laws, and what a customer cannot do with your protected content.**

## Ownership and Use of Content Clauses

Users will want to know what's going to happen with the ownership and rights to their content if they upload it to your app. Will they lose any rights? Will your app maintain any joint rights?

Typically, apps with user-generated content tend to allow customers to retain ownership to their content, but take a very broad license to use the material if they so wish.

Here's how [Adobe](#) breaks down the ownership and license sections within its Terms of Use agreement:

### 4. Your Content.

**4.1 Content.** "Content" means any material, such as audio files, video files, electronic documents, or images, that you upload and import into the Services or Software in connection with your use of the Services.

**4.2 Ownership.** You retain all rights and ownership of your Content. We do not claim any ownership rights to your Content.

**4.3 Licenses to Your Content in Order to Operate the Services and Software.** We require certain licenses from you to your Content in order to operate and enable the Services and Software. When you upload Content to the Services and Software, you grant us a nonexclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, publicly display, distribute, modify (so as to better showcase your Content, for example), publicly perform, and translate the Content as needed in response to user driven actions (such as when you choose to privately store or share your Content with others). **This license is only for the purpose of operating or improving the Services and Software.**

Users are informed that their content is still theirs and that Adobe does "*not claim any ownership rights* to user content."

The next section continues in a way that helps users understand that even though Adobe doesn't claim ownership of user content, it does "*require certain*

*licenses from you to your content in order to operate and enable the Services and Software."*

*Adobe retains "a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, publicly display, distribute, modify, publicly perform, and translate the Content as needed in response to user driven actions."*

Users have the right to know things like this before deciding to upload or add any content to your app. You should include information like this in your Terms and Conditions both for your benefit and for user clarity.