# TERMS AND CONDITIONS

A. [ITUNES STORE, MAC APP STORE, APP STORE, AND IBOOKS STORE TERMS OF SALE](https://web.archive.org/web/20150110003003mp_/http://www.apple.com/legal/internet-services/itunes/uk/terms.html#SALE)B. [ITUNES STORE TERMS AND CONDITIONS](https://web.archive.org/web/20150110003003mp_/http://www.apple.com/legal/internet-services/itunes/uk/terms.html#SERVICE)C. [MAC APP STORE, APP STORE AND IBOOKS STORE TERMS AND CONDITIONS](https://web.archive.org/web/20150110003003mp_/http://www.apple.com/legal/internet-services/itunes/uk/terms.html#APPS)

THE LEGAL AGREEMENTS SET OUT BELOW ARE BETWEEN YOU AND ITUNES SARL (“ITUNES") AND GOVERN YOUR USE OF THE ITUNES STORE, MAC APP STORE, APP STORE AND IBOOKS STORE (THE “STORES”). TO AGREE TO THESE TERMS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE ITUNES STORE, MAC APP STORE, APP STORE OR IBOOKS STORE. THIS AGREEMENT APPLIES WITHOUT PREJUDICE TO SOFTWARE LICENCES THAT YOU MAY HAVE ENTERED INTO, SUCH AS FOR THE USE OF THE ITUNES APPLICATION.

FOR MORE INFORMATION ABOUT OUR PRODUCTS AND SERVICES, PLEASE VISIT [http://www.apple.com/support/](https://web.archive.org/web/20150110003003/http://www.apple.com/support/).

A. ITUNES STORE, MAC APP STORE, APP STORE AND IBOOKS STORE TERMS OF SALE

PAYMENTS, TAXES, AND REFUND POLICY

You agree that you will pay for all products you purchase through the Stores, and that iTunes may charge your payment method for any products purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account. You are responsible for the timely payment of all fees and for providing iTunes with a valid payment method for payment of all fees. For details of how purchases are billed please visit [http://support.apple.com/kb/HT5582](https://web.archive.org/web/20150110003003/http://support.apple.com/kb/HT5582). You agree to receipt of all invoices in an electronic format, which may include email.

Your total price will include the price of the product plus any applicable VAT (in effect on the day of download). By using the United Kingdom store you are specifying that as your country of residence for tax purposes.

Right of cancellation: If you choose to cancel your order, you may do so within 14 days from when you received your receipt without giving any reason, except iTunes Gifts which cannot be refunded once you have redeemed the code.

To cancel your order, you must inform us of your decision. To ensure immediate processing we recommend you use Report a Problem to cancel all items with the exception of iTunes Match, Season Pass, Multi-Pass and, unless purchased from a third party or redeemed, iTunes Gifts and Allowances, which can be cancelled by contacting iTunes Support. You also have the right to inform us using the model cancellation form below or by making any other clear statement. If you use Report a Problem we will communicate acknowledgement of receipt of your cancellation to you without delay.

To meet the cancellation deadline, you must send your communication of cancellation before the 14-day period has expired.

Effects of cancellation: We will reimburse you no later than 14 days from the day on which we receive your cancellation notice. We will use the same means of payment as you used for the transaction, and you will not incur any fees for such reimbursement.

Exception to the right of cancellation: You cannot cancel your order for the supply of digital content if the delivery has started upon your request and acknowledgement that you thereby lose your cancellation right.

Model cancellation form:

- To iTunes S.à r.l., 31-33, rue Sainte Zithe, L-2763 Luxembourg:

- I hereby give notice that I withdraw from my contract for the following: [INSERT ORDER ID, ITEM, ARTIST AND TYPE]

- Ordered on [INSERT DATE] / received on [INSERT DATE]

- Name of consumer

- Address of consumer

- Date

Until a purchase is made, iTunes reserves the right to change prices for products offered via the Stores at any time, and the Stores do not provide price protection or refunds in the event of a price reduction or promotional offering subsequent to purchase.

If a product becomes unavailable following a transaction but prior to download, your sole remedy is likely to be limited to a refund of the price paid for the unavailable product. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by iTunes.

1-Click®

1-Click is a registered service mark of Amazon.com, Inc., used under license. 1-Click is a convenient feature that allows you to make a purchase from the Stores with a single click of your mouse or other input device. When accessing the Stores on your computer, 1-Click purchasing may be activated via the dialog that appears when you click a Buy button. (You may reset this selection at any time by clicking Reset Warnings in your Account information). When accessing the Stores on your Apple-branded products running iOS such as an iPad, iPod touch, or iPhone (“iOS Device”), 1-Click is activated for each transaction by tapping the button showing the price of the product, which reveals the Buy button. When 1-Click is activated, clicking or tapping the Buy button starts the download immediately and completes your transaction without any further steps.

GIFT CERTIFICATES, ITUNES CARDS AND CODES, ALLOWANCES, AND CONTENT CODES

Gift Certificates, iTunes Cards and Codes, Content Codes, and Allowances, in addition to unused balances, are not redeemable for cash and, cannot be returned for a cash refund (except as set out in our refund policy above that is applicable in the event the item has been purchased from the iTunes Store; or except if the retailer from which the item has been purchased applies a different refund policy), without prejudice to any applicable statutory right to a refund in case of faulty or misdescribed gifts; exchanged; resold; used to purchase Gifts, Gift Certificates, or iTunes Cards or Codes; used to provide Allowances; used for purchases on the Apple Online Store; or used in Apple Retail Stores. Unused balances are not transferable.

Gift Certificates, iTunes Cards and Codes, Content Codes, and Allowances purchased in the United Kingdom may be redeemed through the Stores only in the United Kingdom.

iTunes is not responsible for lost or stolen Gift Certificates, iTunes Cards and Codes, Content Codes, or Allowances. Risk of loss and title for Gift Certificates, iTunes Cards and Codes, and Allowances that are transmitted electronically pass to the purchaser in the United Kingdom upon electronic transmission. Risk of loss and title for Content Codes that are transmitted electronically pass from iTunes in Luxembourg upon electronic transmission.

iTunes reserves the right to close accounts and request alternative forms of payment if a Gift Certificate, iTunes Card and Codes, Content Code, or Allowance is fraudulently obtained or used on the Stores.

GIFTS

Gifts purchased from the Stores may be purchased only for, and redeemed only by, persons in the United Kingdom. Gift recipients must have compatible hardware and parental control settings to utilize some gifts.

IMPORTANT SAFETY INFORMATION

To avoid muscle, joint, or eye strain during your use of the products offered through the Stores, you should always take frequent breaks, and take a longer rest if you experience any soreness, fatigue, or discomfort. A very small percentage of people may experience seizures or blackouts when exposed to flashing lights or patterns, including but not limited to while playing video games or watching videos. Symptoms may include dizziness, nausea, involuntary movements, loss of awareness, altered vision, tingling, numbness, or other discomforts. Consult a doctor before using the products offered through the Stores if you have ever suffered these or similar symptoms, and stop using such products immediately and see a doctor if they occur during your use of such products. Parents should monitor their children’s use of the products offered through the Stores for signs of symptoms.

PRE-ORDERS

By pre-ordering products, you are authorizing the Stores to automatically charge your account and, if you have enabled automatic downloads, download the product when it becomes available. You may cancel your pre-order anytime prior to the time the item becomes available and as set out in our refund policy above.

FAMILY SHARING

Family Sharing allows you to share eligible iTunes, App Store, Mac App Store, and iBooks Store products with up to six members (including yourself) of a “Family.” If you set up or join a Family, you may view the eligible products of other Family members and download such products to your compatible device or computer. You can also choose to hide purchases so that other Family members will not be able to view or download them from you. You can share information such as photos and videos via the Photo app, events via your Family Calendar, reminders via the Reminders app, location information via Find My Friends, and device location via Find My iPhone. Family Sharing is for personal, non-commercial use only. iTunes and iCloud accounts are required; iOS 8 and/or OS X Yosemite are required to start and join a Family. Certain transactions and features may not be compatible with earlier software and may require a software upgrade. If you join a Family, the features of Family Sharing are enabled on your compatible devices and computers automatically.

The “Organiser” of a Family can invite other members to participate in the Family. The Organiser must be 18 years or older and must have an eligible payment method registered with iTunes. If you are an Organiser, you represent that you are the parent or legal guardian of any Family member under age 13. The Organiser's payment method is used to pay for any purchase initiated by a Family member in excess of any store credit in such initiating Family member’s account. Family members are acting as agents for the Organiser when the Organiser's payment method is used. Products are associated with the account of the Family member who initiated the transaction. BY INVITING FAMILY MEMBERS TO JOIN A FAMILY, THE ORGANISER AGREES THAT ALL CHARGES FOR PURCHASES INITIATED BY FAMILY MEMBERS ARE AUTHORISED BY AND ARE THE RESPONSIBILITY OF THE ORGANISER, EVEN IF THE ORGANISER WAS UNAWARE OF ANY PARTICULAR TRANSACTION, IF A FAMILY MEMBER EXCEEDED HIS OR HER AUTHORITY AS GRANTED BY THE ORGANISER, OR IF MULTIPLE FAMILY MEMBERS INITIATE PURCHASES FOR THE SAME PRODUCT. THE ORGANISER IS RESPONSIBLE FOR COMPLIANCE WITH ANY AGREEMENT WITH ITS PAYMENT METHOD PROVIDER, AND ASSUMES ALL RISK IN THE EVENT THAT SHARING ACCESS TO SUCH PAYMENT METHOD LIMITS ANY PROTECTION OFFERED BY THE PAYMENT METHOD PROVIDER. The Organiser can change the payment method on file at any time. A record of the purchase will be sent to the initiating Family member and the Organiser, even if the purchase is hidden by the Family member; please use Report a Problem on your receipt if you or your Family members do not recognise charges on your receipt or payment method statement.

The Organiser can use the Ask to Buy function to require children under the age of 18 to obtain permission from the Organiser, and/or other adults designated by the Organiser, to download free or paid products before a purchase or download commences. Products downloaded from Family members and products acquired via redemption codes are not subject to Ask to Buy. If you are an Organiser, you represent that you and/or any adult designee is the parent or legal guardian of any Family member for whom Ask to Buy is activated. Ask to Buy is optimized for iOS 8 and OS X Yosemite; product purchase or download requests from earlier software may present users with an alternative permission process or prevent purchases altogether, and may require a software upgrade. iTunes is not responsible for any harm resulting from a delay in Ask to Buy approvals or denials.

The Organiser may remove any Family member from the Family, which will terminate that Family member's ability to initiate authorised purchases on the Organiser's payment method, and that Family Member’s ability to view and share other Family members' products and information. When a Family member leaves or is removed from a Family, or the Organiser's Apple ID is terminated for any reason, the remaining Family members may no longer be able to view or download the departing member’s products or information, or access products previously downloaded from the departing Family member, including purchases made on the Organiser's payment method while the departing member was part of the Family. Similarly, if you leave a Family, you may no longer be able to view or download the products or information of the other Family members, and products that you downloaded from other Family members while a member of the Family may no longer be accessible. If you have made In-App Purchases from an app originally purchased by a departed Family member or downloaded from a Family member and you no longer belong to the Family, you need to purchase the app yourself and restore the In-App Purchases to regain access to them; please review the developer’s policies and the section of this Agreement entitled “In-App Purchases” before buying In-App Purchases. Because personal accounts for users under age 13 can only be created as part of Family Sharing, deleting such an account in order to remove it from the Family will terminate that Family member’s Apple ID and his or her ability to access any Apple services that require an Apple ID or any content associated with that Apple ID.

You can only belong to one Family at a time, and may join any Family no more than twice per year. You can change the store account you associate with a Family no more than once every 90 days. All Family members must use the same iTunes Store country or region. Music, movies, TV shows and books can be downloaded from the iTunes Store on up to 10 devices per account, only five of which can be computers; eligible apps can be downloaded to any devices the Family member owns or controls. Not all products, including In-App Purchases, content that is not available for re-download, subscriptions, and some previously purchased apps, are eligible for Family Sharing. Apple reserves the right to disband a Family in accordance with the “Termination” section of this Agreement.

ELECTRONIC CONTRACTING

Your use of the Stores includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into on this site, including notices of cancellation, policies, contracts and applications. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

iTunes is not responsible for typographic errors.

B. ITUNES STORE TERMS AND CONDITIONS

THIS LEGAL AGREEMENT BETWEEN YOU AND ITUNES SARL. ("ITUNES") GOVERNS YOUR USE OF THE ITUNES STORE SERVICE (THE “SERVICE”).

THE ITUNES STORE SERVICE

iTunes is the provider of the Service, which permits you to access, purchase or rent a licence for digital content ("iTunes Products") for end user use only under the terms and conditions set forth in this Agreement. iTunes is not the provider of the iTunes application or of the iPad, iPod or iPhone.

REQUIREMENTS FOR USE OF THE SERVICE

Only persons aged 13 years or older can create accounts. Accounts for persons under 13 years old can be created by a parent or legal guardian using Family Sharing. Children under the age of 18 should review this Agreement with their parent or legal guardian to ensure that the child and parent or legal guardian understand it.

The Service is available to you only in the United Kingdom. You agree not to use or attempt to use the Service from outside this location. iTunes may use technologies to verify your compliance.

Use of the Service requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use and is required for Film Rentals. The latest version of the iTunes software is recommended to access the Service and may be required for certain transactions or features and to download iTunes Products previously purchased or acquired from the Service. You agree that meeting these requirements, which may change from time to time, is your responsibility. The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

YOUR ACCOUNT

As a registered user of the Service, you may establish an account ("Account"). Don’t reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify iTunes of any security breach of your Account. iTunes shall not be responsible for any losses arising out of the unauthorised use of your Account.

In order to purchase and download iTunes Products from the Service, you must enter your Apple ID and password or use Touch ID to authenticate your Account for transactions. Once you have authenticated your Account using your Apple ID and password, you will not need to authenticate again for fifteen minutes on your computer or iOS Device; you can choose to allow your computer or Apple TV to remember your password to remain authenticated. During this time, you will be able to purchase and download iTunes Products without re-entering your password. You can turn off the ability to make iTunes Product transactions or change settings to require a password for every transaction by adjusting the settings on your computer, iOS Device, or Apple TV. For more information, please see [http://support.apple.com/kb/HT1904](https://web.archive.org/web/20150110003003/http://support.apple.com/kb/HT1904) and [http://support.apple.com/kb/HT4213](https://web.archive.org/web/20150110003003/http://support.apple.com/kb/HT4213).

You agree to provide accurate and complete information when you register with, and as you use, the Service ("Registration Data"), and you agree to update your Registration Data to keep it accurate and complete. You agree that iTunes may store and use the Registration Data you provide for use in maintaining and billing fees to your Account.