

Welcome to Apple eSign

To sign in, the Apple ID must be associated with the email address that you use for business transactions with Apple, and on which you received the Apple agreement notification email.

If you have an existing Apple ID associated with this email address, please sign in; if not, please create one.

Notice

This is a secured access website.

Unauthorized access of this site is prohibited. By proceeding from this point, you agree to comply with the eSign **Terms of Use** listed below for this system. You will be held responsible for the appropriate use of the ID and password used to access this site.

Agreement to Terms of Use

These Terms and Conditions of Use ("Terms of Use") apply to the Apple electronic signature software and all associated systems ("System"). The System enables you and an Apple signatory to use electronic signatures to sign documents online on behalf of the respective companies. The System is the property of Apple Inc. ("Apple") and its licensors. **BY USING THE SYSTEM, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SYSTEM.**

Apple reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. As long as you comply with these Terms of Use, Apple grants you a personal, non-exclusive, non-transferable, revocable, limited privilege to use the System.

You warrant and represent that you are authorized to access and use the System and any service made available through the System, and enter into this agreement on behalf of your organization.

Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks,

logos, sounds, artwork and computer code, including but not limited to, the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the System (collectively, "Content"), is owned, controlled or licensed by or to Apple, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

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System Requirements

By agreeing to these Terms of Use, you confirm that the device(s), operating system(s), and web browsers you use to access the System meet the system requirements provided by Apple as necessary to view and retain the electronically signed documents.

Your Use of the System

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the System or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the System or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the System. Apple reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the System, or any other systems or networks connected to the System or to any Apple server, or to any of the services offered on or through the System, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the System or any network connected to the System, nor breach the security or authentication measures on the System or any network connected to the System. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the System, to its source, or exploit the System or any service or information made available or offered by or through the System, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the System.

You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the System or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Apple or others.

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Accounts and Security

The System may require you to register by providing personally identifiable information about yourself. You are entirely responsible for maintaining the confidentiality of the information you provide, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Apple immediately of any unauthorized use or security breach of your information in connection with the System. You may be held liable for losses incurred by Apple or any other user of the System due to someone else using your information to access the System, as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's registration information at any time to access the System. Apple cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

Privacy

Apple's Privacy Policy applies to use of this System, and its terms are made available to you via the link provided in the System. Please read Apple's Privacy Policy. Additionally, by using the System, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the System may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

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The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

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IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF USE, APPLE IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SYSTEM OR ANY CONTENT, APPLE'S LIABILITY SHALL IN NO EVENT EXCEED US\$100.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

Indemnity

You agree to indemnify and hold Apple, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including lawyers' fees), made against Apple by any third party due to or arising out of or in connection with your use of the System.

Violation of These Terms of Use

It may be necessary – by law, legal process, litigation, and/or requests from public and governmental authorities within or outside your country of residence – for Apple to disclose your personal information. We may also disclose information about you if we determine that for purposes of national security, law

enforcement, or other issues of public importance, disclosure is necessary or appropriate.

We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce our terms and conditions or protect our operations or users. You acknowledge and agree that Apple may preserve any transmittal or communication by you with Apple through the System or any service offered on or through the System, and may also disclose such data if required to do so by law or Apple determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Apple, its employees, users of or visitors to the System, and the public.

You agree that Apple may, in its sole discretion and without prior notice, terminate your access to the System and/or block your future access to the System if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the System. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Apple, for which monetary damages would be inadequate, and you consent to Apple obtaining any injunctive or equitable relief that Apple deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Apple may have at law or in equity.

You agree that Apple may, in its sole discretion and without prior notice, terminate your access to the System, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the System or any service offered on or through the System, or (4) unexpected technical issues or problems.

If Apple does take any legal action against you as a result of your violation of these Terms of Use, Apple will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Apple. You agree that Apple will not be liable to you or to any third party for termination of your access to the System as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the System, including all disputes, will be governed by the laws of the United States and by the laws of the State of California without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Santa Clara County, California, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue may not apply if you are based in the European Union or the countries of Brazil, Chile, Colombia, and Mexico. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred, except as prohibited by applicable law. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and lawyers' fees. In the event of any controversy or dispute between Apple and you arising out of or in connection with your use of the System, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Void Where Prohibited

Apple administers and operates the System from its location in the United States of America. Although the System is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the System are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Apple reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the System is void where prohibited. If you choose to access the System from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

Miscellaneous

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any service offered on the System, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Apple with regard to your use of the System, and any and all other written or oral agreements or understandings previously existing between you and Apple with respect to such use are hereby superseded and cancelled. Apple's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Apple of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Apple and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

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