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/> /> /> /> /> iCloud Terms and Conditions iCLOUD TERMS AND CONDITIONSWelcome to iCloudTHIS LEGAL AGREEMENT BETWEEN YOU AND APPLE GOVERNS YOUR USE OF THE iCLOUD PRODUCT, SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY REFERRED TO AS THE “SERVICE”). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING "AGREE," YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SERVICE. Apple is the provider of the Service, which permits you to utilize certain internet services, including storing your personal content (such as iCloud email, contacts, calendars, and photos) and making it accessible on your compatible devices and computers, and certain location based services, only under the terms and conditions set forth in this Agreement. As soon as you enable iCloud, your content will be automatically sent to and stored by Apple, so you can later access that content or have content wirelessly pushed to your other iCloud-enabled devices or computers. "Apple" as used herein means: * Apple Inc., located at 1 Infinite Loop, Cupertino, California, for users in North, Central, and South America (excluding Canada); * Apple Canada, located at 7495 Birchmount Road, Markham, ON L3R 5G2 for users in Canada; * iTunes K.K., located at 3-20-2 Nishishinjuku, Shinjuku, Tokyo for users in Japan; * Apple Pty Limited, located at Level 13, Capital Centre, 255 Pitt Street, Sydney NSW 2000, Australia, for users in Australia and New Zealand; and * iTunes Sarl, located at 8 rue Heinrich Heine, L-1720 Luxembourg, for all other users.REQUIREMENTS FOR USE OF THE SERVICEThe Service is available to individuals aged 13 years or older. If you are 13 or older but under the age of majority in your country of residence, you must review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it. Parents or guardians should also remind any minors that conversing with strangers on the internet can be dangerous and take appropriate precautions to protect children, including monitoring their use of the Service.To use the Service, you cannot be a person barred from receiving the Service under the laws of the United States or other applicable jurisdictions, including the country in which you reside or from where you use the Service. By accepting this Agreement, you represent that you understand and agree to the foregoing.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. Apple reserves the right to limit the number of Accounts that may be associated with a device. High-speed Internet access is strongly recommended for use. The latest version of required software is recommended to access the Service and may be required for certain transactions or features. You agree that meeting these requirements, which may change from time to time, is your responsibility. Use of Location-based ServicesApple and its partners and licensors may provide certain features or services through the Service that rely upon device-based location information, which use GPS (where available), along with crowd-sourced Wi-Fi hotspot and cell tower locations. To provide such features or services, where available, Apple and its partners and licensors must collect, use, transmit, process and maintain your location data, including the real-time geographic location of your device, and you hereby agree and consent to Apple's and its partners' and licensors' collection, use, transmission, processing and maintenance of such location data to provide such services. In addition, by enabling and/or using any location-based services or features within the Service (e.g. Find My iPhone, Find My Friends), you agree and consent to Apple and its partners and licensors transmitting, collecting, using, processing and maintaining information related to your iCloud account (“Account”), and any devices registered thereunder, for purposes of providing such location-based service or feature to you, and use of your location data and location search queries to provide and improve location-based and road traffic-based products and services. Such information may include, but is not limited to, your Apple ID, device ID and name, device type and real-time geographic location of your device at time of your request. You may withdraw this consent at any time by not using the location-based features and turning off the Find My iPhone, Find My Friends, or Location Services settings (as applicable) on your device and computer. When using third party services that use or provide location data as part of the Service, you are subject to and should review such third party's terms and privacy policy on use of location data by such third party services. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. Apple shall use reasonable skill and due care in providing the Service, but neither Apple nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service.Find My iPhone The Find My iPhone and Find My Mac features are intended for your personal use only. When enabled on your device or Mac, this feature can be used to locate, send a message to, play a sound on, or remotely lock or wipe your own device or Mac. Devices must be on and connected to the Internet (via a data network such as 3G or a registered Wi-Fi network) to be located. Macs must be on and not asleep, connected to the Internet, with Wi-Fi on and within the range of a registered Wi-Fi network to be located. If your device has been remotely wiped, you cannot locate, send a message to, or cancel the remote wipe for that device. Location requests will impact battery life of the located device or Mac. If you believe your device or Mac has been stolen you should seek assistance from your local law enforcement and use the remote passcode lock or remote wipe feature to protect your data. Once you have requested your device’s location, and the device has been located on a map, you can view the last location of your device after your initial request for a period of up to 24 hours. Apple then deletes that information within 7 days of your initial request. THE LOCATION-BASED SERVICES OF THIS FEATURE ARE NOT INTENDED OR SUITABLE FOR USE AS AN EMERGENCY LOCATOR SYSTEM.Find My FriendsThe Find My Friends app, available for download from the App Store (compatible hardware and software required), allows you to share your location with a limited number of other users via your devices, upon acceptance of requests from those users. You may also view the location of a limited number of other users who have accepted your requests to do so, via their devices. You may also choose to temporarily share your location with a limited number of groups, and see locations of all members of those groups. You may temporarily hide your device’s location from other users by selecting Hide From Followers under the Me tab in the Find My Friends app. You may revoke acceptance of another user’s permission to see your location by removing that user from the list of followers on the Me tab in the Find My Friends app. You may turn off the feature by signing out or uninstalling the Find My Friends app from your device. You may also use restrictions in iOS settings to prevent unauthorized changes to the settings you have selected, including acceptance of follow requests or hiding location. Location requests will impact battery life of the located device. THE LOCATION-BASED SERVICES OF THIS FEATURE ARE NOT INTENDED OR SUITABLE FOR USE AS AN EMERGENCY LOCATOR SYSTEM.BackupAutomatic backup is available for devices, and occurs periodically, when the device is screenlocked, connected to a power source, and connected to the Internet via a Wi-Fi network. iCloud will store your last three backups. Backup is limited to device settings, device characteristics, Camera Roll, messages (iMessage, SMS, and MMS), ringtones, app data, location settings (such as location-based reminders that you have set up), and Home screen and app organization. Content purchased from the iTunes Store, App Store, or iBookstore is not backed up, but may be eligible for download from those services, subject to account requirements, availability, and the applicable terms and conditions. Media obtained from other sources (such as ripped music or home videos) are not backed up, but can be synced to your computer by using iTunes. Your iCloud email, contacts, calendars, bookmarks, and documents are stored in, and can be accessed from, iCloud. Apple shall use reasonable skill and due care in providing the Service, but, TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, APPLE DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND APPLE SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR. It is your responsibility to maintain appropriate alternate backup of your information and data.When iCloud Backup is enabled, your device will not back up to iTunes automatically during a sync, but you may choose to manually initiate a back up to iTunes. Photo StreamWhen Photo Stream is enabled on your device or computer, new photos taken on your device or imported to your computer will be uploaded to iCloud, and then automatically downloaded to your other devices or computers on which Photo Stream is also enabled. The downloaded photos will appear in a Photo Stream view or folder on the device. Photo resolution may vary according to the device to which they are downloaded. A Wi-Fi connection is required for use on devices. Apple reserves the right to place limits on the number and/or size of photos that can be uploaded during a given time period in order to limit unintended or excessive use of the service.Uploaded photos will be kept in your Account for thirty (30) days. Photos will be permanently deleted from your Photo Stream thirty (30) days after they are uploaded. Devices store a limited number of the most recent photos in a Photo Stream album or view; the oldest photos in excess of the current limitation will be automatically deleted as new Photo Stream photos are downloaded. Downloaded photos can be manually saved to the iOS Camera Roll or a new album on your device or computer prior to deletion from Photo Stream. Changing the ServiceApple reserves the right to modify or terminate the Service (or any part thereof), either temporarily or permanently. Apple may post on our website and/or will send an email to the primary address associated with your Account to provide notice of any material changes to the Service. It is your responsibility to check your iCloud and/or primary email address registered with Apple for any such notices. You agree that Apple shall not be liable to you or any third party for any modification or cessation of the Service. If you have paid to use the Service and we terminate it or materially downgrade its functionality, we will provide you with a pro rata refund of any pre-payment. Limitations on UseYou agree to use the Service only for purposes as permitted by this Agreement and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. Your Account is allocated 5GB of storage capacity as described in the iCloud feature pages. Additional storage is available for purchase, as described below. Exceeding any applicable or reasonable limitation of bandwidth, or storage capacity (for example, backup or e-mail account space) is prohibited and may prevent you from backing up to iCloud, add documents, or receive new email sent to your me.com address. To view your current storage and data transfer or bandwidth allocations, go to System Preferences and select iCloud on your Mac or use iCloud Control Panel on your PC, or select iCloud, and then “Storage and Backup” in Settings on your device. If your use of the Service or other behavior intentionally or unintentionally threatens Apple’s ability to provide the Service or other systems, Apple shall be entitled to take all reasonable steps to protect the Service and Apple’s systems, which may include suspension of your access to the Service. Repeated violations of the limitations may result in termination of your Account. Availability of the ServiceThe Service, or any feature or part thereof, may not be available in all languages or in all countries and Apple makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws, including, but not limited to, any applicable local laws.Public Beta From time to time, Apple may choose to offer new and/or updated features of the Service (the “Beta Features”) as part of a Public Beta Program (the “Program”) for the purpose of providing Apple with feedback on the quality and usability of the Beta Features. You understand and agree that your participation in the Program is voluntary and does not create a legal partnership, agency, or employment relationship between you and Apple, and that Apple is not obligated to provide you with any Beta Features. Apple may make such Beta Features available to Program participants by online registration or enrollment via the Service. You understand and agree that Apple may collect and use certain information from your Account, devices and peripherals in order to enroll you in a Program and/or determine your eligibility to participate. You understand that once you enroll in a Program you may be unable to revert back to the earlier non-beta version of a given Beta Feature. In the event such reversion is possible, you may not be able to migrate data created within the Beta Feature back to the earlier non-beta version. Your use of the Beta Features and participation in the Program is governed by this Agreement and any additional license terms that may separately accompany the Beta Features. The Beta Features are provided on an “AS IS” and “AS AVAILABLE” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and from peripherals (including, without limitation, servers and computers) connected thereto. Apple strongly encourages you to backup all data and information on your device and any peripherals prior to participating in any Program. You expressly acknowledge and agree that all use of the Beta Features is at your sole risk. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR PARTICIPATION IN ANY PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACKUP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. Apple may or may not provide you with technical and/or other support for the Beta Features. If support is provided it will be in addition to your normal support coverage for the Service and only available through the Program. You agree to abide by any support rules or policies that Apple provides to you in order to receive any such support. Apple reserves the right to modify the terms, conditions or policies of the Program (including ceasing the Program) at any time with or without notice, and may revoke your participation in the Program at any time. You acknowledge that Apple has no obligation to provide a commercial version of the Beta Features, and that should such a commercial version be made available, it may have features or functionality different than that contained in the Beta Features. As part of the Program, Apple will provide you with the opportunity to submit comments, suggestions, or other feedback regarding your use of the Beta Features. You agree that in the absence of a separate written agreement to the contrary, Apple will be free to use any feedback you provide for any purpose.Subscription Storage UpgradesAdditional storage is available for purchase on a subscription basis.FeesThe Service accepts credit cards and certain payment accounts (where available) for payment, and will automatically charge the payment method associated with your Apple ID (e.g., the payment method associated with your iTunes or App Store account), if available. Apple may obtain preapproval for an amount up to the amount of the transaction. Storage upgrade fees are billed annually, in advance of provision of the service. Billing occurs at the time of or shortly after your transaction. You agree that you will pay for the upgrades you purchase through the Service, and that Apple may charge your credit card or payment account for any upgrades 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, and that Apple may continue to charge your credit card or payment account for all fees or charges associated with your subscription on an annual basis until you change or cancel the subscription. This means that unless you change or cancel your subscription prior to the next annual billing date, we will charge your credit card or payment account the then-current fees on that next annual billing date. About thirty (30) days prior to your annual billing date, we will notify you by email to the email address associated with your Apple ID that your Account is about to be billed and to remind you that your credit card or payment account will be billed the indicated fees on the annual billing date. You can change your subscription by upgrading or downgrading your storage under iCloud in your Account Information on your device, or under Internet Accounts on your computer. The applicable storage fee for an upgraded storage plan will take effect immediately; downgrades to your storage plan will take effect on the next annual billing date. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING APPLE WITH VALID CREDIT CARD OR PAYMENT ACCOUNT DETAILS FOR PAYMENT OF ALL FEES. All fees will be billed to the credit card or payment account you designate during the registration process. If Apple is unable to successfully charge your credit card or payment account for fees due, Apple reserves the right to revoke or restrict access to your stored Content, delete your stored Content, or terminate your Account. If you want to designate a different credit card or payment account or if there is a change in your credit card or payment account status, you must change your information online in the Account Information section of iCloud; this may temporarily disrupt your access to the Services while Apple verifies your new payment information.Your total price will include the price of the upgrade plus any sales, use, goods and services (GST), value added (VAT), or other similar tax, under applicable law and based on the tax rate in effect at the time you purchase the upgrade. We will charge tax when required to do so under the tax rules applicable to the Service.Account Information and Billing InquiriesYou may consult your Account management page on your device for details on your Account information including payment method and billing currency. Apple will send an electronic invoice to your iCloud email address whenever any Service fees are charged to your Account. If you believe you have been billed in error for the Service please try and notify us within 45 days of the billing date by contacting iCloud Support at www.apple.com/support/icloud.Cancellations and RefundsAll fees and charges paid by you in relation to the Service are nonrefundable, except as required by law or as otherwise stated herein. You may contact Apple for a full refund within 15 days of an initial upgrade purchase or within 45 days of a subsequent yearly payment. To request a refund as described herein go to www.apple.com/support/icloud for more details. Applicable local law may vary this policy. Please contact customer support for details.You can cancel your subscription by downgrading your storage to the free 5GB plan under Storage Plan in your iCloud Account Information on your device, from your iCloud Account view in System preferences on your Mac, or from your iCloud Account view in the iCloud Control Panel for Windows on your PC. Your paid subscription will be cancelled on your next annual billing date. Partial refunds are available where required by law.Changes in PriceApple may at any time, upon notice required by applicable law, change the price of the storage upgrades or any part thereof, or institute new charges or fees. Price changes and institution of new charges implemented during your subscription billing year will apply to subsequent subscription billing years and to all new subscribers after the effective date of the change. If you do not agree to any such price changes, then you must cancel and stop using the storage upgrade. Your Use of the ServiceYour AccountAs a registered user of the Service, you may establish an 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 Apple of any security breach of your Account. You further acknowledge and agree that the Service is designed and intended for personal use on an individual basis and you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, Apple shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules. In order to use the Service, you must enter your Apple ID and password to authenticate your Account. You agree to provide accurate and complete information when you register with, and as you use, the Service (“Service Registration Data”), and you agree to update your Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your Account. You agree that Apple may store and use the Service Registration Data you provide for use in maintaining and billing fees to your Account. Additional Obligations or Terms of UseParticular components or features of the Service provided by Apple and/or its licensors, including but not limited to the ability to download previous purchases and iTunes Match (additional fees apply), require separate software or other license agreements or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.No ConveyanceNothing in this Agreement shall be construed to convey to you any interest, title, or license in an Apple ID, email address, domain name, iChat ID, or similar resource used by you in connection with the Service.No Right of SurvivorshipYou agree that your Account is non-transferable and that any rights to your Apple ID or Content within your Account terminate upon your death. Upon receipt of a copy of a death certificate your Account may be terminated and all Content within your Account deleted. Contact support at www.apple.com/support/icloud for further assistance.No Resale of ServiceYou agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.Apple Privacy PolicyYou understand that by using the Service, you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with Apple’s Privacy Policy. You further consent and agree that Apple may collect, use, transmit, process and maintain information related to your Account, and any devices or computers registered thereunder, for purposes of providing the Service, and any features therein, to you. Information collected by Apple when you use the Service may also include technical or diagnostic information related to your use that may be used by Apple to support, improve and enhance Apple’s products and services. For more information please read our full privacy policy at . 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This means that you, and not Apple, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. You understand that by using the Service you may encounter Content that you may find offensive, indecent, or objectionable, and that you may expose others to Content that they may find objectionable. Apple does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.Your ConductYou agree that you will NOT use the Service to:a. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another’s privacy, hateful, racially or ethnically offensive, or otherwise objectionable;b. stalk, harass, threaten or harm another;c. if you are an adult, request personal or other information from a minor (any person under the age of 18 or such other age as local law defines as a minor) who is not personally known to you, including but not limited to any of the following: full name or last name, home address, zip/postal code, telephone number, picture, or the names of the minor's school, church, athletic team or friends;d. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another iCloud user, an Apple employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity (Apple reserves the right to reject or block any Apple ID or e-mail address which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);e. engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;f. post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;g. forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service (“spoofing”);h. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;i. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);j. plan or engage in any illegal activity; and/ork. gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.Removal of ContentYou acknowledge that Apple is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content. However, Apple reserves the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of this Agreement or is otherwise objectionable.Backup Your ContentYou are responsible for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Service. Apple shall use reasonable skill and due care in providing the Service, but Apple does not guarantee or warrant that any Content you may store or access through the Service will not be subject to inadvertent damage, corruption or loss.Access to Your Account and ContentApple reserves the right to take steps Apple believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that Apple may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third party, as Apple believes is reasonably necessary or appropriate, if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Apple, its users, a third party, or the public as required or permitted by law.Copyright Notice - DMCAIf 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 our Copyright Policy at . Apple may, in its sole discretion, suspend and/or terminate Accounts of users that are found to be repeat infringers.Violations of this AgreementIf while using the Service, you encounter Content you find inappropriate, or otherwise believe to be a violation of this Agreement, you may report it by sending an email to abuse@me.com. Content Submitted or Made Available by You on the ServiceLicense from YouExcept for material we may license to you, Apple does not claim ownership of the materials and/or Content you submit or make available on the Service. 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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 cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. This assurance and commitment shall survive termination of this Agreement.UpdatesAs part of the Service, you may from time to time receive updates to the Software from Apple which may be automatically downloaded and installed to your device or computer. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Software. You agree that Apple may automatically deliver such updates to you as part of the Service and you shall receive and install them as required.TerminationTermination by YouYou may terminate your Account and/or stop using the Service at any time. If you wish to stop using iCloud on your device, you may remove your iCloud account from the device by opening Settings on your device, tapping iCloud, and tapping the Delete Account button. To terminate your Account contact iCloud Support at www.apple.com/support/icloud. Any fees paid by you prior to your termination are nonrefundable (except as expressly permitted otherwise by this Agreement), including any fees paid in advance for the billing year during which you terminate. Termination of your Account shall not relieve you of any obligation to pay any accrued fees or charges.Termination by AppleApple may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Service. Cause for such termination shall include: (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your Account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to you is or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities; or (g) failure to pay any fees owed by you in relation to the Service. Any such termination or suspension shall be made by Apple 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 of your Account and/or access to the Service. In addition, Apple may terminate your Account upon prior notice via email to the address associated with your Account if (a) your Account has been inactive for one (1) year; or (b) there is a general discontinuance or material modification to the Service or any part thereof. Any such termination or suspension shall be made by Apple 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 of your Account and/or access to the Service, though it will refund pro rata any pre-paid fees or amounts. 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If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:If you are a citizen of:Governing law and forum:Any European Union country or Switzerland, Norway or IcelandThe laws and courts of your usual place of residenceSpecifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.GeneralThis Agreement constitutes the entire agreement between you and Apple, governs your use of the Service and completely replaces any prior agreements between you and Apple in relation to the Service. 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