

PLEASE READ THE FOLLOWING APPLE PAY PLATFORM WEB TERMS AND CONDITIONS FOR DIRECT MERCHANTS (“TERMS AND CONDITIONS”) CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE PAY WEB APIS OR APPLE PAY PLATFORM. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE.

**Apple Pay Platform
Web Terms and Conditions for Direct Merchants**

Purpose

These Terms and Conditions set forth the rights and obligations of Apple and You as they relate to Your use of the Apple Pay Platform to conduct transactions from or through Your Websites. These Terms and Conditions may be modified by Apple from time to time, and Your continued use of the Apple Pay Web APIs and Apple Pay Platform will be deemed acceptance of such updated Terms and Conditions.

1. Accepting these Terms and Conditions; Definitions

1.1 Acceptance

In order to use the Apple Pay Web APIs and Apple Pay Platform, You must first accept these Terms and Conditions. If You do not or cannot accept these Terms and Conditions, You are not permitted to use the Apple Pay Web APIs or Apple Pay Platform. Do not download or use the Apple Pay Web APIs or Apple Pay Platform in that case. You accept and agree to the terms of these Terms and Conditions on Your own behalf and/or on behalf of Your company, organization, educational institution, or agency, instrumentality, as its authorized legal representative, by doing either of the following:

(a) checking the box displayed at the end of these Terms and Conditions if You are reading this on an Apple website; or

(b) clicking an “Agree” or similar button, where this option is provided by Apple.

1.2 Definitions

Capitalized terms used in these Terms and Conditions and not otherwise defined in this Section 1.2 shall have the same meanings ascribed to such terms in the PLA.

“**Affiliates**” mean any other corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other business entity that controls, is controlled by, or is under common control with an entity, where “control” means that the entity possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

“**Apple Marketing Guidelines**” mean the guidelines set forth at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html> (or any successor URL), the Apple Pay Identity Guidelines for iOS Developers available at <https://developer.apple.com/apple-pay/Apple-Pay-Identity-Guidelines.pdf> (or any successor URL), the Apple Pay Merchant Marketing Guide as provided to You by Apple, plus any additional marketing and use guidelines provided by Apple in writing (including all amendments to any of the foregoing as may be furnished from time to time by Apple to You).

“**Apple Marks**” mean all trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to Apple anywhere in the world that are identified on Exhibit A attached hereto.

“Apple Metrics” mean any metrics (in any format or context) regarding the usage, performance, or transaction-level information relating to the Apple Pay Platform (including without limitation the number and dollar value of transactions completed from or through Websites).

“Apple Pay Platform” means the payment platform that utilizes Apple Technology to enable end-users to make payments using credit, debit, and prepaid cards and other physical, digital or virtual payment cards, credentials, or account access devices and access other related services using Apple Products designated by Apple or its Affiliates, as the same may be modified, rebranded or substituted from time to time by Apple.

“Apple Pay Web APIs” mean the application programming interface(s) published by Apple (including any updates to or subsequent versions thereof) that enable end-users to facilitate payment transactions using the Apple Pay Platform from a Website, and include other payment-related functionality as described in the Documentation.

“Apple Pay Web Guidelines” means the “Apple Pay on the Web: Acceptable Use Guidelines” set forth at <https://developer.apple.com/go/?id=apple-pay-guidelines> (or any successor URL), as the same may be updated from time to time.

“Apple Product” means any Technology, product or service distributed under an Apple Mark, or used internally by Apple or an Apple Affiliate.

“Apple Technology” means (a) the Apple Pay Web APIs, Apple Pay Platform, and any Updates that Apple may make available to You under these Terms and Conditions; or (b) any other Technology (and all Intellectual Property therein or thereto) that Apple or its Affiliates owned, conceived, reduced to practice, authored, or otherwise created or developed prior or subsequent to the Effective Date of these Terms and Conditions.

“Applicable Laws” mean all laws (including common law), legal or administrative codes, statutes, ordinances, regulations, judgments, writs, injunctions, rulings or orders, decrees and orders of any Governmental Authority.

“Comparable Platform” means any software that enables the use of personal electronic devices to make contactless, mobile or online transactions (including transactions involving or accessing loyalty, rewards and stored value features).

“Documentation” means any technical or other specifications or documentation that Apple may provide to You for use in connection with the Apple Pay Web APIs.

“Effective Date” means the date on which You accept these Terms and Conditions in accordance with Section 1.1.

“Governmental Authority” means any domestic or foreign, federal state or local government, any political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, regardless of form, including any agency, bureau, court, tribunal, or other instrumentality, having jurisdiction over the applicable party and its respective Affiliates.

“macOS” means the macOS operating system software, including any successor versions thereof.

“Merchant Marks” mean all trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to You and Your Affiliates anywhere in the world.

“**Person**” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, trust, unincorporated organization, Governmental Authority or other entity.

“**Personal Data**” means any personally identifiable information, including without limitation any personal financial information, relating to or derived from Your use of the Apple Pay Platform and/or the Apple Pay Web APIs.

“**PLA**” means the Apple Developer Program License Agreement entered into between You and Apple, including all attachments, schedules, exhibits, and amendments thereto, under which You have the right to use the Apple Software and Services (as defined therein).

“**Platform Provider**” means any e-commerce or payments platform provider (a) engaged by You or Your Affiliates to facilitate acceptance of payment transactions from or through Your Websites pursuant to a separate written agreement between You and such provider (the “Provider Agreement”); and (b) has an active and valid Apple developer account with Apple.

“**Program**” has the meaning set forth in Section 3.

“**Public Software**” means any software that, as a condition of use, copying, modification or redistribution, (a) requires attribution, (b) requires such software and derivative works thereof to be disclosed or distributed in source code form, or (c) requires such software to be licensed for the purpose of making derivative works, or to be redistributed free of charge, commonly referred to as free or open source software, including but not limited to software licensed under the GNU General Public License, Lesser/Library GPL, Mozilla Public License, Common Public License, Common Development and Distribution License, Apache, MIT or BSD license.

“**Safari**” means Apple’s web browser product distributed under the name Safari (or any successor thereto).

“**Security Breach**” means any actual or suspected loss or unauthorized access, use, or disclosure of Personal Data in the possession, custody or control of You, Your Affiliates, or Your Platform Providers in connection with Your Websites.

“**Technology**” means any information, designs, drawings, specifications, schematics, software programs (including source and object codes), manuals and other documentation, data, databases, technical or business processes, methods of operation, or methods of production.

“**Unauthorized Transaction**” means any transaction initiated by a Person who is not authorized to make a transaction from or through a Website, including without limitation, any fraudulent transaction.

“**Updates**” means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases or versions of the Apple Pay Web APIs or Apple Pay Platform, or to any part thereof.

“**Website**” means an e-commerce website developed by or on behalf of You, under Your name, trademark or brand, that runs in Safari on macOS and integrates with the Apple Pay Platform using the Apple Pay Web APIs.

“**You**” and “**Your**” means and refers to the individual(s) or legal entity that has accepted these Terms and Conditions pursuant to Section 1.1 above and that is using the Apple Pay Web APIs and the Apple Pay Platform or otherwise exercising rights under these Terms and Conditions.

2. General Terms and Conditions

Except as explicitly provided for in these Terms and Conditions, each party’s rights and obligations under these Terms and Conditions shall be governed by the PLA, the terms and

conditions of which are hereby incorporated herein by reference. In furtherance of the foregoing and not limitation: (a) Apple's license, and Your use, of the Apple Pay Web APIs under these Terms and Conditions shall be subject to the terms and conditions of the PLA governing Apple Software, Apple SDKs and Apple Pay APIs; and (b) Your use of the Apple Pay Platform shall be subject to the terms and conditions of the PLA governing Apple Services. You acknowledge and agree that the software and services provided by Apple under these Terms and Conditions will be considered part of the Program (as referenced in the PLA), and that the Websites will be considered Covered Products under the PLA. In applying the terms and conditions of the PLA to these Terms and Conditions, all references to "this Agreement" as used in the PLA shall include these Terms and Conditions.

In the event of a direct conflict between the terms of the PLA and these Terms and Conditions, the terms of the PLA shall prevail except as explicitly set forth in these Terms and Conditions with respect to Apple Pay Web APIs, Websites, and the Apple Pay Platform (*provided, however*, that the PLA is not intended to prevent You from exercising any rights granted to You solely with respect to Apple Pay Web APIs, Websites, and the Apple Pay Platform in these Terms and Conditions in accordance with the terms and conditions set forth herein). Notwithstanding the foregoing, You acknowledge and agree that a conflict between these Terms and Conditions and the PLA shall not exist where the PLA sets forth terms or conditions applicable to a subject matter that is not addressed by these Terms and Conditions.

3. Program. Subject to these Terms and Conditions, Apple shall make the Apple Pay Web APIs available to You to the extent required for You to facilitate payment transactions using the Apple Pay Platform from or through Your Websites (the "Program").

4. Apple Pay Web APIs

4.1 Apple Pay Web APIs. Your right to access and use the Apple Pay Web APIs is subject to these Terms and Conditions and the PLA. For purposes of applying the terms and conditions of the PLA to these Terms and Conditions, all references to "Apple Pay APIs" in the PLA shall mean the Apple Pay Web APIs, and all references to "Merchants" in the PLA shall mean You. Where applicable (including for the avoidance of doubt and without limitation Sections 3.2, 3.3.9, 3.3.10, 3.3.11, 3.3.42 and 3.3.43 of the PLA), all references to "Your Application" in the PLA shall mean "the Websites", and all references to "iOS Product" or "Apple Watch" in the PLA shall also include "macOS Product". For the avoidance of doubt, all references to the term "Apple Pay Payload" in the PLA shall include any customer data package passed through the Apple Pay Web APIs as part of a payment transaction (e.g., name, email, billing address, shipping address, and device account number), and all references to the term "Intermediary Party" in the PLA shall include Platform Provider.

4.2 License Grant. Subject to the terms and conditions of these Terms and Conditions, Apple hereby grants to You during the Term, a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to use and incorporate the Apple Pay Web APIs into Your Websites solely for the purpose of facilitating Apple Pay Platform transactions that are made from or through Your Websites.

4.3 Use Restrictions. In addition to the restrictions set forth in Section 2.6 of the PLA, the license granted pursuant to Section 4.2 above is expressly conditioned upon Your and Your Affiliates' compliance with all of the following requirements:

- (a) You agree to comply with the Apple Pay Web Guidelines;
- (b) You agree not to use the 'CanMakePaymentWithActiveCard' API, except for the sole purpose of (i) displaying the "Apple Pay" button upstream; (ii) presenting the Apple Pay Platform as a default payment option or as a payment option in checkout when no other Comparable Platforms are available on the Websites; or

- (iii) enabling users to set up the Apple Pay Platform. In addition, on any webpage where a Comparable Platform is offered, You agree to call the 'CanMakePayment' API, and if a user has a device capable of supporting the Apple Pay Platform, then You agree to also offer the Apple Pay Platform as a payment option on the same webpage of such Websites;
- (c) Your Websites may collect donations for nonprofits only after You have received written approval. Any collection of such donations through Your Websites must be in compliance with all Applicable Laws (which may include providing a receipt), and must fulfill all applicable regulation or registration requirements, in the country or territory where You enable such donation to be made. If You are collecting donations on behalf of third party nonprofits, You are responsible for ensuring that such third party nonprofits are in compliance with the criteria provided to You, as the same may be updated from time to time (the "Nonprofit Criteria"). If any third party nonprofit fails to meet the Nonprofit Criteria, then You must immediately cease collecting donations on behalf of such non-compliant third party nonprofit.
- (d) Your Websites must:
- (i) not contain any malware, malicious or harmful code, or other internal component (e.g. computer viruses, trojan horses, "backdoors"), which could damage, destroy, or adversely affect Apple hardware, software or services, or other third party software, firmware, hardware, data, systems, services, or networks;
 - (ii) not interfere with security, user interface, user experience, features or functionality of Safari, macOS, or other Apple Products; or
 - (iii) not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like, including, but not limited to, those that are intended to notify the user that the user's location data, address book data, calendar, photos, audio data, and/or reminders are being collected, transmitted, maintained, processed or used, or intended to obtain consent for such use;
- (e) if any Website includes any Public Software, You agree to comply with all licensing terms applicable to such Public Software. You agree not to use, or authorize the use of, any Public Software in the development of the Websites in such a way that would cause the non-Public Software portions of the Apple Pay Web APIs or Apple Pay Platform to be subject to any Public Software licensing terms or obligations;
- (f) if Apple makes available new versions of the Apple Pay Web APIs for any reason, including without limitation to address a security breach or security vulnerability regarding Personal Data, update the customer experience, or provide additional features or functionality, then You agree to update all of Your Websites to incorporate such new version within a reasonable time period; and
- (g) You agree not to disadvantage or discriminate against Apple relative to other Comparable Platforms with respect to the display and availability the Apple Pay Platform from or through the Websites. For the avoidance of doubt, the "Apple Pay" button must be displayed as a payment option on Your Websites on parity with any other Comparable Platform. In addition, You will not process or decline transactions, establish transaction, authentication, or other limits applicable to Websites, or implement, suspend, or discontinue Websites in a manner that

discriminates against transactions on the basis of their participation in the Program.

If You or Your Affiliates breach any of the foregoing restrictions, You may be subject to prosecution and damages. All licenses not expressly granted in these Terms and Conditions are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise.

4.4 Updates; No Support or Maintenance.

- (a) Apple is not obligated to provide any maintenance, technical or other support for the Apple Pay Web APIs or Apple Pay Platform. Apple makes no guarantees to You in relation to the availability or uptime of the Apple Pay Web APIs or Apple Pay Platform, and Apple is not obligated to provide any maintenance, technical or other support related thereto.
- (b) Apple does not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed in connection with the Apple Pay Platform. To the extent You choose to use the Apple Pay Platform with Your Websites, You are responsible for Your reliance on any such data or information. It is Your responsibility to maintain appropriate alternate backup of all content, information and data, including but not limited to any content that You may provide to Apple in connection with the Apple Pay Web APIs or Apple Pay Platform.

5. Platform Providers. Unless otherwise prohibited by Apple, You may employ or retain a Platform Provider to assist You in using and incorporating the Apple Pay Web APIs into Websites pursuant to these Terms and Conditions, provided that any such Platform Provider's use of the Apple Pay Web APIs or any materials associated therewith, including Personal Data, is done solely on Your behalf and for Your purposes, and only in accordance with a separate written agreement between Apple and such Platform Provider. In the event of any actions or inactions by the Platform Provider that would constitute a violation of these Terms and Conditions or otherwise cause any harm, Apple reserves the right to require You to cease using such Platform Provider. In connection with Your use of a Platform Provider, You authorize such Platform Provider to (a) provide to Apple and its Affiliates certain reports that may contain data related to Your participation in the Program; and (b) disclose to Apple and its Affiliates information related to You and Your Websites in connection with these Terms and Conditions or the Program, including without limitation information about Your Websites and metadata (such disclosures referred to herein as "Merchant Disclosures"). You grant Apple the right and license to use any information described in (a) and (b) above for purposes of Apple (i) performing its obligations and exercising its rights under these Terms and Conditions, and (ii) improving the Apple Pay Platform or Program. You agree that Apple's use of such Merchant Disclosures will not be subject to any confidentiality obligations. Except as otherwise expressly set forth herein, Apple will be free to use and disclose any Merchant Disclosures on an unrestricted basis without notifying or compensating You. In connection with Apple's exercise of any rights to suspend or terminate Your participation in the Program, You acknowledge and agree that Apple may request Your Platform Provider to suspend or terminate the Provider Agreement with respect to the provision of services in connection with the Program.

6. Confidentiality.

6.1 Information Deemed Apple Confidential. Subject to the exclusions set forth in Section 9.1 of the PLA, You agree that Apple Metrics and any and all information related to the Apple Pay Platform that is obtained, generated or created by or on behalf of Apple will be deemed "Apple Confidential Information". You agree to protect Apple Confidential Information in strict compliance with Section 9.2 of the PLA.

6.2 Apple Metrics. You shall not disclose Apple Metrics without Apple's prior written consent, including disclosures of metrics that do not specifically reference the Apple Pay Platform but enable recipients to reasonably infer Apple Confidential Information from such metrics. Notwithstanding the foregoing, You may disclose overall mobile payments or other metrics that incorporate Apple Metrics where such Apple Metrics are not segregated or identified and cannot easily be discerned or inferred from the metrics shared by You.

7. Data Protection & Security Breaches. In addition to the terms and conditions set forth in Sections 3.3.9, 3.3.10 and 3.3.11 of the PLA, You shall implement administrative, technical, and physical safeguards designed to protect against reasonably anticipated threats or hazards to the security, integrity, or confidentiality of Personal Data. You shall encrypt all Personal Data in accordance with industry standards for secure key and protocol negotiation and key management prior to transmission. Upon discovering a Security Breach, You will (i) promptly notify Apple thereof, (ii) investigate, remediate, and mitigate the effects of the Security Breach, and (iii) provide Apple with assurances reasonably satisfactory to Apple that such Security Breach will not recur. Additionally, if and to the extent any Security Breach or other unauthorized access, use, or disclosure of Personal Data occurs as a result of an act or omission of You, Your Affiliates, or Your Platform Providers, You will, at Your cost and expense, upon Apple's request, provide notices and/or undertake other related remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) are reasonably warranted or required by law. In the event of legal proceedings, including but not limited to regulatory investigations or litigation, following or resulting from a Security Breach, You will provide Apple with reasonable assistance and support in responding to such proceedings.

8. Marketing; Publicity

8.1 Apple Marks. Apple grants to You, during the Term, a personal, non-exclusive, non-sublicensable, non-transferrable, worldwide, royalty free, license to use the Apple Marks solely in accordance with the Apple Marketing Guidelines and solely for the purpose of facilitating Apple Pay Platform transactions from or through Your Websites. You shall not use the Apple Marks in such a way as to suggest that Apple endorses or approves of Your Websites, or any products or services offered on Your Websites. All other rights in and regarding the Apple Marks, whether express or implied, are expressly reserved to Apple. In addition,

- (a) You agree that the character and quality of all services offered on Your Websites in association with the Apple Marks shall comply with the Apple Marketing Guidelines, and that You will conduct Your business and operations associated with the Apple Marks in full compliance with all Applicable Laws and shall do nothing to bring disrepute to or in any manner impair or damage the Apple Marks or the goodwill associated therewith; and
- (b) Apple reserves the right to review from time to time any and all Websites, and all other web pages, marketing and promotional materials, or other materials prepared or offered by You bearing the Apple Marks. In the event Apple reasonably determines that any use of the Apple Marks does not materially abide by the Apple Marketing Guidelines or is in violation of Applicable Laws, You agree that You will make the reasonable changes or revisions requested by Apple as soon as practicable.

8.2 Merchant Marks. You grant Apple and its Affiliates (and their agents and contractors acting on their behalf), during the Term, a personal, non-exclusive, non-sublicensable, non-transferable, worldwide, royalty-free, license to use, reproduce, and display the Merchant Marks as follows:

- (a) in connection with the Program;

- (b) in the marketing, advertising and promotion of the availability of the Apple Pay Platform in any medium, including the right to use screen shots of Your Websites and images of the Merchant Marks as they may be used in the Apple Pay Platform, including but not limited to use in instructional materials, training materials, marketing materials, and standard advertising in any medium; and
- (c) in a publicly disclosed list of the Apple Pay Platform participants.

You shall be responsible for procuring all rights necessary for the presentation of any Merchant Marks.

8.3 Ownership. Apple retains its right, title and interest in the Apple Marks, and all associated goodwill. All goodwill arising from use of the Apple Marks by You or Your Affiliates will inure to the benefit of Apple. You and Your Affiliates will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or trademark that includes or incorporates any Apple Marks or any term confusingly similar to an Apple Mark. You retain Your right, title and interest in the Merchant Marks, and all associated goodwill. All goodwill arising from use of the Merchant Marks by Apple and its Affiliates will inure to the benefit of You. Apple and its Affiliates will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or trademark that includes or incorporates any Merchant Marks or any term confusingly similar to a Merchant Mark.

9. Term and Termination

9.1 Term. These Terms and Conditions shall commence on the Effective Date and shall continue for so long as the PLA is in full force and effect (the "Term"), unless terminated earlier in accordance with Section 9.2.

9.2 Termination. In addition to the termination rights set forth in the PLA, Apple may suspend or terminate these Terms and Conditions immediately upon giving written notice to You:

- (a) if You or Your Affiliates fail to comply with any term of these Terms and Conditions other than those set forth below in this Section 9.2 and fail to cure such breach within thirty (30) days after becoming aware of or receiving notice of such breach;
- (b) if You or Your Affiliates fail to comply with the terms of Apple Pay Web Guidelines; or
- (c) in the event of a Security Breach that threatens to, or has had, a significant adverse effect on the Apple Pay Platform.

In addition, either party may terminate these Terms and Conditions for its convenience, for any reason or no reason, effective thirty (30) days after providing the other party with written notice of its intent to terminate.

9.3 Effect of Termination. Except as expressly permitted by Apple, upon the termination or expiration of these Terms and Conditions, You will immediately (a) cease all use of the Apple Pay Web APIs and Apple Pay Platform and erase and destroy all copies, full or partial, of the Apple Pay Web APIs in Your or Your Affiliates' possession or control; and (b) cease all use of the Apple Marks in connection with the Program.

9.4 Survival. All terms and provisions of these Terms and Conditions, including any and all attachments, exhibits, addendums, schedules and amendments hereto, which by their nature are intended to survive any termination or expiration of these Terms and Conditions, shall so survive, including the provisions of Sections 1, 2, 4.1, 6, 7, 8.3, 9.3, 9.4, 10, 11 and 12 hereof. Apple will not be liable for compensation, indemnity, or damages of any sort as a result of terminating these

Terms and Conditions in accordance with its terms, and termination of these Terms and Conditions will be without prejudice to any other right or remedy Apple may have, now or in the future.

10. Compliance. You shall comply with all Applicable Laws related to Your Websites and all goods or services offered through Your Websites.

11. Indemnification. For the avoidance of doubt, Your indemnification obligations under Section 10 of the PLA includes Losses incurred by an Apple Indemnified Party and arising from or related to any of the following: (a) You or Your Affiliates' activities under these Terms and Conditions, including but not limited to any end-user claims regarding Your Websites and/or goods or services offered through Your Websites, or (b) a Security Breach.

12. Limitation of Liability; Disclaimers.

12.1 Transaction Verifications. You or, if applicable, Your Platform Provider shall be solely responsible for verifying the validity of transactions completed using the Apple Pay Web APIs prior to the delivery of any goods or services to an end-user. Apple will not be liable for You or, if applicable, Your Platform Provider's failure to verify the validity of such transactions.

12.2 No Apple Liability for Unauthorized Transactions. You acknowledge that Apple has no responsibility to check that the Apple Pay Platform or the Program allow it to evidence that transactions made on the Apple Pay Platform from or through Your Websites have been duly authorized. Apple shall not be liable in any event for any Unauthorized Transactions made by end-users from or through Your Websites.

12.3 Additional Liability Disclaimer.

IN ADDITION TO THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THE PLA, APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM THE USE OF THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM, INCLUDING, BUT NOT LIMITED TO, (I) ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS, (II) ANY CHANGES WHICH APPLE MAY MAKE TO THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM (OR ANY FEATURES WITHIN THE APPLE PAY PLATFORM), OR (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO PROVIDE ANY DATA TRANSMITTED BY OR THROUGH YOUR USE OF THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM. It is Your sole responsibility to maintain appropriate alternate backup of all of Your content, information and data.

12.4 Entire Agreement. These Terms and Conditions and the PLA constitute the entire agreement between the parties with respect to the Program and Your use of the Apple Pay Web APIs, and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral with respect to the subject matter hereof. Notwithstanding the foregoing, to the extent that You are provided with pre-release materials in connection with the Apple Pay Platform and such pre-release materials are subject to a separate license agreement, You agree that the license agreement accompanying such materials in addition to Section 6 of these Terms and Conditions shall also govern Your use of such materials. These Terms and Conditions may be amended in accordance with the terms of the PLA.

Exhibit A

Apple Marks

All use of the Apple Marks under these Terms and Conditions can be found at:
<https://developer.apple.com/apple-pay/Apple-Pay-Identity-Guidelines.pdf>.