

PLEASE READ THE FOLLOWING ADDENDUM TO THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT CAREFULLY. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE AND ARE IN ADDITION TO THE TERMS OF THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT. SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS ADDENDUM BY CLICKING THE “AGREE” BUTTON.

StoreKit External Purchase Link Entitlement Addendum for EU Apps

(to the Apple Developer Program License Agreement)

This StoreKit External Purchase Entitlement Addendum for EU Apps (“**Addendum**”) is in addition to the terms of the Apple Developer Program License Agreement (“**Developer Agreement**”). To enter into this Addendum, You must be a member in good standing of the Apple Developer Program and You must have entered into the current terms of the Developer Agreement. Defined terms not defined herein shall have the same meaning as set forth in the Developer Agreement. In the event of a conflict between this Addendum and the Developer Agreement (including the App Review Guidelines), this Addendum will control with respect to such conflict.

1. Definitions

“**Apple Entity**” means any of the following: Apple Inc, located at One Apple Park Way, Cupertino, California; Apple Canada Inc, located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J0A8, Canada; Apple Services LATAM LLC, located at 1 Alhambra Plaza, Ste 700 Coral Gables, Florida; or Apple Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland.

“**Apple Materials**” means the Documentation, entitlement profiles, and other materials provided by Apple to You, and which are incorporated by reference into the requirements of **Sections 3** through **7** of this Addendum.

“**Link Out**” or “**Linking Out**” means communicating and promoting offers, in Your Application that is distributed through the App Store, to end users regarding digital goods or services that are available for purchase in a distribution channel of Your choice. The distribution channel can be a website, Alternative App Marketplace (EU), or another app, whether operated by You or someone else, and it can be accessed outside Your Application, or appear within Your Application as a web view. In addition, You may choose whether to take users to their destination using an actionable link (i.e., a link that can be tapped, clicked, or scanned).

“**StoreKit External Purchase Link APIs**” means the restricted Application Programming Interfaces (“**APIs**”) contained in the Apple Software or provided as web APIs, which enable approved developers to carry out various functions related to communication and promotion of offers under this Addendum.

“**Transaction**” means the sale of digital goods or services (including one-time purchases and auto-renewing subscriptions) pursuant to Your Application’s use of Alternative Payment Processing or Linking Out under this Addendum. This includes (a) any applicable taxes and (b) any adjustments for refunds, reversals and chargebacks. Transactions that occur pursuant to Your Application’s use of Linking Out are only those sales described in **Section 5.1**.

“**Transaction Reports**” means reports to be provided for a time period regarding whether there were any Transactions (including whether there were none), and if there were, all Transactions for that period. Transaction Reports shall be provided in the form and intervals instructed in the Apple Materials.

2. Eligibility for Link Out; Entitlement Profile

2.1 Eligibility for Link Out

A. To use Link Out, Your Application must:

- Be distributed through the App Store on iOS, iPadOS, macOS, tvOS, visionOS, and/or watchOS in one or more storefronts available in any country or region located in the EU (“EU storefront”) of the App Store; and

- Not participate in the Apple Video Partner Program or News Partner Program.

B. You may elect to use Link Out in Your Application distributed through the App Store on iOS, iPadOS, macOS, tvOS, visionOS, and/or watchOS, and by EU storefront. You must indicate Your selections in Your Application’s Info.plist before submission to the App Store.

C. However, where Your Application uses Link Out, You may not use Apple’s In-App Purchase system, or the StoreKit External Link Account entitlement profile for reader apps, in Your Application on the same OS and storefront. For clarity, use of the StoreKit External Link Account entitlement profile for reader apps does not constitute Linking Out.

D. TestFlight may be used for purposes of beta testing Link Out, provided that any Transactions incurred in such testing must be provided to testers at no cost.

E. The entitlement profile is only compatible with devices in the EU on iOS 17.4, iPadOS 17.4, macOS 14.4, tvOS 17.4, visionOS 1.2 or watchOS 10.4, or later.

2.2 Entitlement Profile

A. You may use the entitlement profile only with the Application for which You requested the entitlement profile and for which Apple has approved its use. You agree to submit true, accurate, and complete information to Apple regarding Your requested use of the entitlement profile and APIs, and to update Apple according to instructions provided in the Apple Materials if any of Your information changes. Apple will review Your request and reserves the right to not provide You with the entitlement profile, in which case You will not be able to use the entitlement profile or StoreKit External Purchase Link APIs, and to revoke such entitlement profile, in its sole discretion. Apple will not be liable to You for declining Your request for the entitlement profile or to access the StoreKit External Purchase Link APIs even if You have agreed to this Addendum.

B. If You receive an entitlement profile, then subject to the terms and conditions of this Addendum and the Developer Agreement, Apple hereby grants You during the Term a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

(a) distribute the entitlement profile to Your Authorized Developers for testing and developing Your Application and

(b) use the entitlement profile with Your Application solely on Authorized Test Units, Registered Devices, and for submission to the App Store pursuant to **Section 6 (Application Submission and Selection)** of the Developer Agreement.

C. You agree to use, only through the use of the relevant entitlement profile, the associated APIs and permitted capabilities only as expressly permitted in this Addendum and in the Apple Materials. You agree not to use or attempt to use such entitlement profiles in or with any of Your Applications not granted the entitlement profile or with any other developer’s Applications. For clarity, You may not use entitlement profiles provided under this Addendum with applications developed or distributed under any other Apple Developer agreements (e.g., the Apple Developer Enterprise Program License Agreement).

D. While in no way limiting Apple’s other rights under this Addendum or the Developer Agreement, or any other remedies at law or equity, if Apple has reason to believe You or Your Application have failed to comply with any of the requirements of this Addendum or the Developer Agreement, Apple reserves the right to revoke Your access to any or all of the StoreKit External Purchase Link APIs immediately upon notice to You; require You to remove Your entitlement profile from Your Application and resubmit it; terminate this Addendum; block updates of, hide, or remove Your Applications from the App Store; block Your Applications from distribution or updates on Apple platforms; and/or to suspend or remove You from the Apple Developer Program.

3. Design and Technical Requirements

3.1 In Linking Out You may design and execute within Your Application the communication and promotion of offers, including providing information about prices of subscriptions or any other offer available both within or outside the Application, and providing explanations or instructions about how to subscribe to offers outside the Application. These communications must provide accurate information regarding the digital goods or services available for purchase.

3.2 Prior to each instance of Linking Out, You must (1) call the StoreKit External Purchase Link APIs to determine and confirm eligibility; and (2) call the canmakePayments API to confirm that the end user may make payments.

3.3 If You provide an actionable link, each time before taking the end user to the destination You must also call the StoreKit External Purchase Link APIs, which will determine whether to display the system disclosure sheet, and do so if applicable. This includes calling the relevant API for web views that appear in Your Application, as well as the relevant API for when the destination is outside Your Application.

3.4 Any actionable link You provide in Your Application for Linking Out under this Addendum must not use parameters in the URL for the purposes of profiling or otherwise serving the end user advertising, whether by You or another party. As a reminder, You must receive explicit permission from end users via the App Tracking Transparency APIs to track their activity across apps and websites owned by other companies, as required by the Developer Agreement and App Review Guidelines.

4. Commerce Requirements

Applications that offer Link Out must meet the following commerce requirements, as well as the requirements provided in the Apple Materials and the Program Requirements in **Section 3.3** of the Developer Agreement.

4.1 For the purposes of **Sections 4.1 to 7**, “Apple” may be an Apple Entity, depending on Your location, or the storefront of the end user. Please see the Apple Materials for more details.

4.2 Digital purchases sold on Your website to end users after Linking Out from Your Application, which are marketed as being for use in an Application, must be available for use in that Application.

4.3 If Your Application Link Out to engage in misleading, fraudulent, improper, unlawful, or dishonest acts or practices such as bait and switch, scams, or payment fraud, it will be removed from the App Store and You may be removed from the Apple Developer Program.

4.4 Solely for the purpose of Transactions with end users of the App Store in an EU storefront, You act as the seller in Your own name and on Your own account.

4.5 You certify that any payment service provider used on Your website that You Link Out to from Your Application, or within Your Application meets Level 1 Payment Card Industry (PCI) compliance for handling credit and debit card data, and complies with the Payment Services Directive when not handling credit and debit card data.

4.6 You agree to make a customer service process available for end users, including a process to dispute unauthorized transactions, manage subscriptions (if applicable), and request refunds.

4.7 You must provide Apple with Transaction Reports, using the External Purchase Server API, according to the timelines and requirements provided in the Apple Materials.

5. Commissions and Payments

5.1 Transactions that occur pursuant to Your Application’s use of Link Out are subject to the initial acquisition fee, as well as the store services fee, as detailed below:

- For the initial acquisition fee, Transactions are Your sales of digital goods or services, on any platform (whether Apple-branded or not), to end users who install for the first time (i.e., have never installed previously) Your Application after You make it available with the entitlement profile to Link Out and that occur within twelve (12) months from the first-time install. These initial acquisition fee Transactions do not

include sales of digital goods or services that occur pursuant to Your use of Alternative Payment Processing or Apple's In-App Purchase system. Nor do they include auto-renewals of subscriptions an end user entered into before their first-time install.

- For the store services fee, Transactions are Your sales of digital goods or services that occur on any platform (whether Apple-branded or not), to end users who install Your Application (including a first-time install, reinstalls, or updates) You make it available with the entitlement profile to Link Out, and that occur within a twelve (12) month period of such installs, and for additional twelve (12) month periods following further (if any) installs. These store services fee Transactions do not include sales of digital goods or services that occur pursuant to Your use of Alternative Payment Processing or Apple's In-App Purchase system. Nor do they include auto-renewals of an end user's subscriptions entered into before they installed the Application after You made it available with the entitlement profile to Link Out.

- The initial acquisition fee is a commission equal to five percent (5%) of all Transaction proceeds, and the store services fee is a commission equal to twenty percent (20%) of all Transaction proceeds. For clarity, for each fee Transaction has the meaning described immediately above in this **Section 5.1**. The commission rate is seven percent (7%) for the store services fee, while You are a participant in the App Store Small Business Program, or where the Transaction is an auto-renewal in the second year or later of an auto-renewing subscription. For purposes of the App Store Small Business Program, any Transaction proceeds (net of Apple's commission and certain taxes and adjustments) You earn count towards program eligibility. Such commission applies to all amounts payable by each end user net of transaction taxes charged by You.

5.2 Apple will issue an invoice to You for all commissions and any applicable taxes or other charges owed and will use commercially reasonable efforts to do so within fifteen (15) calendar days of receiving the Transaction Report(s) covering a calendar month. The invoice may be issued by an affiliate of Apple. Within thirty (30) calendar days of the invoice being issued, You shall pay all commissions and any applicable taxes as directed by Apple in the Apple Materials and in the currency stated in the invoice, using a payment method approved by Apple for You (as may be modified by Apple from time to time).

5.3 Any payment dispute must be submitted before payment is due. If the parties determine that certain billing inaccuracies are attributable to Apple, Apple will issue a subsequent corrected invoice. If the Transaction Reports You submit show You issued a refund, Apple will reimburse You the commission paid to Apple on the Transaction to which the refund relates, and will do so in the form of credit in future invoices.

5.4 This **Section 5.4** applies in addition to Apple's other rights under this Addendum and the Developer Agreement, and any other remedies at law or equity. Late payments shall bear interest at the rate of one percent (1%) per month or the highest rate permitted by law, whichever is less. In addition, Apple shall be entitled to deduct (in whole or in part) any amounts (including its commission and any other fees or payments) due and owing by You or any of Your affiliates to Apple (and whether under or in connection with this Addendum, the Developer Agreement or any other agreement), and any taxes collected by Apple under this Addendum or the Developer Agreement, from any amounts collected by Apple from any end user as the price for, or as other charges in connection with the use of sales of digital goods or services through, any (i) Application; (ii) Licensed Application delivered to that end user or (iii) Custom Application via Custom App Distribution to that Custom App Distribution Customer and that end user, in each case through the App Store (and whether an EU storefront, or otherwise). **Section 3.5** of each of Schedules 2 and 3 (Paid Applications Agreement) to the Developer Agreement shall be extended accordingly.

6. Taxes

6.1 You are responsible for taxes, including (but not limited to): (i) determining if a Transaction is taxable; (ii) charging and collecting the taxes at the applicable rate; (iii) remitting the taxes to the appropriate taxing authority; and (iv) providing any required documentation to the end-user or appropriate taxing authority. If Apple determines that it is obligated to collect or remit any taxes in respect of a Transaction, such taxes (and any information required by Apple to determine such taxes) will be

separately collected by Apple from You, and You will remit such taxes to Apple in accordance with the terms of this Addendum.

6.2 Apple may invoice You for any applicable taxes, levies, duties, costs, charges, deductions, or any charges of equivalent effect, as imposed by any tax authority on or with respect to any commission. Apple shall determine, collect, and remit such applicable taxes to the competent tax authorities, and You agree to pay such taxes as invoiced by Apple. In the event that any tax authority imposes any tax compliance responsibility on You including, without limitation, reverse charge accounting, self accounting, and reporting, You shall take full responsibility for such compliance obligations.

6.3 If Apple is obligated to collect or pay any taxes not covered in this Addendum in respect of Your payment to Apple, such taxes will be invoiced to You, and You will pay such taxes to Apple.

6.4 To the extent withholding taxes are required under applicable law to be deducted from or in respect of any amount payable to Apple under the terms of this Addendum, You will: (i) pay such additional amounts as may be necessary to ensure that Apple receives a net amount equal to the full amount which it would have received under the terms of this Addendum if no deduction or withholding had been made; (ii) make such deductions; (iii) deposit such taxes with the relevant governmental tax authority within the time as prescribed under applicable law; and (iv) provide Apple with documentation, reasonably satisfactory to Apple, of such remittance.

6.5. You represent You are appropriately registered in the applicable jurisdiction, have a valid identifier in compliance with the applicable jurisdiction, and will notify Apple if You cease to be registered or hold the valid identifier. In addition, You will timely provide Apple with any applicable identifiers, proof of registration, tax documentation, certification, or information requested by Apple, and failure to do so may result in revocation of Your Application's ability to Link Out, among any other rights Apple has under this Addendum or the Developer Agreement. You agree to indemnify and hold harmless the Apple Indemnified Parties for any Losses arising from this requirement.

7. Apple's Right to Audit

Notwithstanding any term to the contrary, You shall maintain and keep complete and accurate books and records concerning the amounts payable to Apple arising from Transactions, and refunds claimed, including taxes, for three (3) years following the date of transmission of Transaction Reports to Apple. Apple may examine and audit Your books and records relating to any Transactions and refunds claimed during such three-year period to verify the accuracy of payments to Apple. For the sake of clarity, Apple may not seek to examine and audit all Your financial data but only those data relevant to determining the accuracy of Apple's commission, payments to Apple and refunds claimed. To satisfy an audit request, You must, within thirty (30) days of the request allow an audit to take place. Apple may appoint an independent certified public accountant not then engaged in any audit of Apple or You to audit applicable books and records of You at a mutually agreed time and place during Your normal business hours.

8. Your Acknowledgements

You acknowledge and agree that:

8.1 To the extent permitted by applicable law, Apple may at any time, and from time to time, with or without prior notice to You, modify, remove, or reissue the Apple Materials or the associated APIs, or any part thereof. You understand that any such modifications may require You to change or update Your Applications or Licensed Applications at Your own cost and that features and functionality of such Application or Licensed Application may cease to function. Except as required by applicable law, Apple has no express or implied obligation to provide, or continue to provide, the Apple Materials or associated APIs, and may suspend or discontinue all or any portion of Your access to them at any time.

8.2 Apple makes no guarantees to You in relation to the availability, completeness, or accuracy of the Apple Materials, associated APIs, or any data from the associated APIs, and Apple is not obligated to provide any maintenance, technical or other support for the associated APIs or the Apple Materials. You are fully responsible for testing Your Applications and Licensed Applications, and the use of any entitlement profiles, with each new release of the Apple operating system software.

8.3 In Your capacity as the legal entity responsible for any user data processed in connection with the use of Your Applications and Licensed Applications, You are solely responsible for complying with applicable data protection and privacy laws and regulations.

8.4 If You choose to stop using the entitlement profile for Your Application or do not intend to renew the term of Your Developer Agreement, You must submit an update to Your Application removing Your entitlement profile and the use of the StoreKit External Purchase Link APIs prior to such cessation or the expiration of the term.

8.5 You will not be permitted to access or use the Apple Materials or associated APIs after expiration or termination of this Addendum and the Developer Agreement.

8.6 The Apple Materials, associated APIs, and any data from the associated APIs are provided by Apple to You on an “AS IS” and “AS AVAILABLE” basis. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL USE OF THE APPLE MATERIALS, ASSOCIATED APIS, AND ANY DATA FROM ASSOCIATED APIS IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND EFFORT IS WITH YOU. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE APPLE MATERIALS, ASSOCIATED APIS, OR ANY DATA FROM THE ASSOCIATED APIS, OR THEIR USE OR OPERATION ALONE OR IN COMBINATION WITH YOUR APPLICATIONS OR LICENSED APPLICATIONS, PRODUCTS, SYSTEMS, OR SERVICES. APPLE DOES NOT WARRANT THAT THE APPLE MATERIALS, ASSOCIATED APIS, OR ANY DATA FROM ASSOCIATED APIS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE APPLE MATERIALS WILL BE CORRECTED, OR THAT THE APPLE MATERIALS, ASSOCIATED APIS, OR ANY DATA FROM THE ASSOCIATED APIS WILL BE COMPATIBLE WITH ANY APPLE PRODUCTS, SOFTWARE OR SERVICES OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES. THIS SECTION 8.6 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Confidentiality

You agree that any non-public information relating to this Addendum and associated technologies shall be considered and treated as “Apple Confidential Information” in accordance with the terms of **Section 9** (Confidentiality) of the Developer Agreement. You agree to use such Apple Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Addendum and agree not to use such Apple Confidential Information for any other purpose, for Your own or any third party’s benefit, without Apple’s prior written consent. You further agree not to disclose or disseminate Apple Confidential Information to anyone other than those of Your employees or contractors who have a need to know and who are bound by a written agreement that prohibits unauthorized use or disclosure of the Apple Confidential Information.

10. Changes to this Addendum; Termination of this Addendum

This Addendum shall apply to existing and future versions of the Developer Agreement into which You may enter. Apple may terminate in the event of a material breach by You of any of Your obligations under this Addendum, provided that: (i) Apple provides notice to You thereof, and (ii) such breach is not cured within thirty (30) days following the date such notice is deemed given. In addition, either party may terminate this Addendum upon thirty (30) days’ prior written notice to the other party, for its convenience, for any reason or no reason. If You engage, or encourage others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to this Addendum, and/or where You have failed to comply with **Section 5** of this Addendum, Apple has the right to suspend or terminate the Addendum immediately upon notice to You, without liability to Apple and its affiliates. Termination of this Addendum will not constitute termination of the Developer Agreement; provided, however, that termination of the Developer Agreement will constitute termination of this Addendum. The following provisions will survive the termination of this Addendum: Section 1, the restrictions of Section 2 and 3, and Sections 4 through 13. In the event of a conflict between this Addendum and the Developer Agreement, this Addendum will control with respect to such conflict.

11. Additional Liability Disclaimer

TO THE EXTENT NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY DAMAGES OR LOSSES INCLUDING BUT NOT LIMITED TO, 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, ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE USE OF THE APPLE MATERIALS, ASSOCIATED APIS, AND ANY DATA FROM ASSOCIATED APIS, ANY CHANGE, MODIFICATION, SUSPENSION, TERMINATION, OR DISCONTINUATION OF THE APPLE MATERIALS OR ASSOCIATED APIS, THE FAILURE OF OR ANY ERRORS OR INACCURACIES IN THE APPLE MATERIALS, ASSOCIATED APIS, OR ANY DATA FROM ASSOCIATED APIS.

12. Additional Indemnification Obligations

In addition to the indemnification obligations contained in **Section 10 (Indemnification)** of the Developer Agreement and to the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple's request, defend, any Apple Indemnified Party from any and all Losses incurred by an Apple Indemnified Party arising from or related to Your Application or Your use of the Apple Materials, associated APIs, or any data obtained from associated APIs, including but not limited to any claims for improper use of the APIs, any data obtained therefrom, or any end user claims arising out of or related to the use of Your Applications under this Addendum.

13. Choice of Law and Jurisdiction

For clarity, this Addendum forms part of the European Relationship for the purposes of **Section 14.10(d)** of the Developer Agreement and all contractual and non-contractual obligations arising out of, or in connection with it, shall be governed by and construed in accordance with Irish law. This provision shall take precedence to the extent there is any inconsistency with the definition of the European Relationship and/or **Section 14.10(d)** of the Developer Agreement.

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