

Apple Terms for Apps Available on the App Store

1. Acknowledgement: The Agreement is between Motorola and Customer, and not with Apple, and Motorola, not Apple, is solely responsible for the App and the content thereof.
2. Scope of License: The license granted to Customer for the App is limited to a non-transferable license to use the App on any Apple-branded Products that Customer owns or controls and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that such App may be accessed and used by other accounts associated with the Customer via Family Sharing or volume purchasing.
3. Maintenance and Support: Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
4. Warranty: In the event of any failure of the App to conform to any applicable warranty, Customer may notify Apple, and Apple will refund the purchase price for the App to Customer; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.
5. Product Claims: Apple is not responsible for addressing any claims of Customer or any third party relating to the App or Customer's possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the App's use of the HealthKit and HomeKit frameworks.
6. Intellectual Property Rights: Apple is not responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim related to the App.
7. Legal Compliance: Customer represents and warrants that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.
8. Third Party Beneficiary: Apple, and Apple's subsidiaries, are third party beneficiaries of the Agreement, and that, upon the Customer's acceptance of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against Customer as a third party beneficiary thereof.