

# WORKBENCH NEWS TERMS OF SERVICE

THESE TERMS OF SERVICE ("**WORKBENCH NEWS TOS**") CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("**APPLE**") STATING THE TERMS THAT GOVERN YOUR USE OF APPLE'S SELF-SERVICE DIGITAL ADVERTISING PLATFORM FOR THE APPLE BRANDED PRODUCT KNOWN AS "**APPLE NEWS**" AND THE PRODUCTS AND SERVICES OFFERED THROUGH IT ("**WORKBENCH NEWS**"). TO AGREE TO THESE WORKBENCH NEWS TOS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE WORKBENCH NEWS TOS, DO NOT CLICK "AGREE," AND DO NOT USE WORKBENCH NEWS. YOU MUST ACCEPT AND ABIDE BY THESE WORKBENCH NEWS TOS AS PRESENTED TO YOU: CHANGES, ADDITIONS, OR DELETIONS ARE NOT ACCEPTABLE, AND APPLE MAY REFUSE ACCESS TO WORKBENCH NEWS FOR NONCOMPLIANCE WITH ANY PART OF THESE WORKBENCH NEWS TOS OR FOR ANY OTHER REASON AT APPLE'S SOLE DISCRETION.

**1. ACCESS.** Access to Workbench News is: (i) provided solely as an accommodation; (ii) available at Apple's sole discretion; and (iii) only accessible to you in your capacity as a Publisher (as defined herein). "**Publisher**" is defined as any entity that furnishes Apple with publishable textual, graphical, audio, video, or other article content ("**Publisher Content**") and grants Apple the rights to: (i) distribute Publisher Content within Apple News; and (ii) publish digital advertising content ("**Ad Content**") within Publisher Content that is distributed through Apple News pursuant to a fully executed and valid agreement ("**Apple News Content Agreement**") In the event that your Apple News Content Agreement with Apple expires or is terminated, your access to Workbench News shall also expire or become terminated.

**2. SYSTEM REQUIREMENTS.** Use of Workbench News requires compatible hardware (fees may apply), Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of Workbench News involves hardware, software, and Internet access, your ability to use Workbench News may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

**3. OTHER AGREEMENTS** Any other agreements in effect between Apple and you (collectively, the "Other Agreements") are separate from these Workbench News TOS. Except as set forth in such Other Agreements, these Workbench News TOS will in no event be deemed to be the terms of any Other Agreements. Furthermore, except as set forth herein, the terms of any Other Agreements will not be deemed to be incorporated into these Workbench News TOS. For the avoidance of doubt, a breach of these Workbench News TOS will only constitute a breach of any Other Agreements to the extent it is set forth in such Other Agreements.

**4. YOUR INFORMATION.** You agree to provide accurate, current, and complete information required to register with Workbench News and at other points as may be required in the course of using Workbench News ("Account Data"). Such Account Data is subject to Apple's privacy policy, which is accessible at <http://www.apple.com/privacy>. You acknowledge and agree that your use of Workbench News will require Apple to send email communications to you at the email address that you provide in your Account (as defined below). You hereby confirm that any Account Data that you already have provided to Apple (including, without limitation, in App Store Connect or through prior use of Workbench) has been accurate, current, and complete. You further agree to maintain and update your Account Data as required to keep it accurate, current, and complete.

**5. ACCOUNTS AND PASSWORD.** As a registered user of Workbench News, you must establish access to settings and tools for managing your experience on Workbench News, and any products and services made available through Workbench News ("Account"). You are solely responsible for maintaining the confidentiality and security of your Account. You may not reveal your Account information to anyone else, allow anyone else to use your Account, or use anyone else's Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify Apple of any unauthorized use of your Account or any other breach of security. Apple shall not be responsible for any losses arising out of the unauthorized or other improper use of your Account.

## 6. ADVERTISING SERVICES.

- a. Overview.** Upon acceptance of and subject to these Workbench News TOS, you may use Workbench News to set up and manage advertising campaigns ("**Campaigns**") through which Apple will place Ad Content within Publisher-branded channels and Articles (as defined herein) to users of Apple News, regardless of the platform on which, or the device through which, Apple News is made available (the "Properties") (collectively, the "Services"). "Article" is defined as any digital file comprising of at least one (1) item of Publisher Content and any associated Artwork and metadata. You understand and agree that Ad Content may be delivered to all Properties authorized by Apple to display Ad Content, subject to the targeting guidelines specified by you in Workbench News, and you authorize and consent to all such deliveries. You may pause a Campaign at any time using functionality available in Workbench News for a limited or indefinite period; however, you acknowledge that your Ad Content may continue to run for some time after the Campaign is paused, and in such event, you agree that Apple shall only be responsible for payment of delivered Services in accordance with the payment terms of your Apple News Content Agreement.
- b. Limited License to Ad Content.** You hereby grant to Apple a non-exclusive, royalty-free, worldwide, fully paid license to store, use, reproduce, and display the Ad Content (which shall be deemed to include all content, including text, audio, video, images, deliverables, digital files, web pages, trademarks and brand features contained therein or accessible therefrom) for purposes of delivering the Services and as expressly permitted hereunder.
- c. Compliance with Specifications and Content Guidelines.** You agree to comply with the specifications provided by Apple to enable proper display of the Ad Content in connection with the Services, including but not limited to technical specifications, certification guidelines, and Apple's Content Guidelines (each as may be amended from time to time by Apple). You are solely responsible for the proper content, format, and functioning of the Ad Content submitted by you or otherwise used in connection with the Services. You are responsible for all costs and expenses incurred in connection with development and certification of your Ad Content.

- **d. Ad Mark.** Apple may, from time to time, designate certain Ad Content as a featured ad and will display an ad mark (the "Ad Mark") while displaying the Ad Content. Apple reserves the right to determine in its sole discretion the criteria that will be used to determine which Ad Content is eligible to display the Ad Mark.
- **e. Right to Reject Ad Content.** Apple reserves the right to reject or cancel any Ad Content or Campaign, at any time, for any reason whatsoever (including belief by Apple that placement of Ad Content may subject Apple to criminal or civil liability or is adverse to Apple's business interests). You understand and agree that some Ad Content or Publisher products and/or services may not be eligible for delivery via a Campaign on Workbench News. The fact that Apple has not rejected any Ad Content shall not in any way reduce, limit, or otherwise affect your responsibilities and obligations under these Workbench News TOS.
- **f. Publisher Data.** Some features of Workbench News allow you to provide information about your customers, products, and services to Apple ("**Publisher Data**") in order to target your Campaigns. You understand and agree that: (i) you are solely responsible for the security and confidentiality of your Publisher Data (subject to the Apple Warranty herein); (ii) you will only use Publisher Data via the Services for lawful and permitted purposes; and (iii) you will remove Publisher Data if you no longer intend to use such data in connection with a Campaign.
- **g. Personal Data, Privacy, and Security.** You may collect personally identifiable information ("**Personal Data**") in Ad Content only if (A) you notify users of the entity on whose behalf the Personal Data is collected (the "**Responsible Party**"), (B) you obtain a user's consent to the collection, transfer, and processing of Personal Data before such Personal Data is collected, (C) you have bound the Responsible Party to these Workbench News TOS in accordance with Section 7 ("Your Warranties"), (D) the Responsible Party maintains a lawful, publicly posted privacy policy, and (E) such privacy policy is accessible from the point of collection of the Personal Data in the Ad Content. Personal Data is the property of the Responsible Party, and is considered Confidential Information (as defined in Section 12 ("Confidentiality")). Responsible Party shall maintain reasonable operating standards and security procedures, and shall use commercially reasonable efforts to secure Personal Data. Responsible Party shall at all times comply with all applicable laws, regulations and international accords and treaties, including, without limitation, all applicable privacy and data collection laws and regulations with respect to any collection, use and/or transmission of Personal Data. Failure by Responsible Party to continue to post a privacy policy, non-adherence to its own privacy policy, or any other violation of this section is grounds for immediate cancellation of the Campaign by Apple. Responsible Party shall provide reasonable assistance and support to Apple in the event of an investigation by Apple or a data protection regulator or similar authority relating to the collection, maintenance, use, processing, or transfer of Personal Data under these Workbench News TOS. In the event that Responsible Party is unable to comply with the obligations stated in this section, you or Responsible Party shall promptly notify Apple, and Apple may suspend the transfer of Personal Data to Responsible Party or require Responsible Party to cease processing Personal Data.
- **h. Data Use.** Apple will have the right to collect and use click-through data, ad conversion data, and any user related activity through use of unique identifiers and/or cookies (or other similar technology) in connection with the Services. A "Clickthrough" is defined as the delivery of the user to the Ad Unit's initial landing page on a mobile device (provided, this does not ensure that the consumer views all of the contents of such page). This data is used for tracking, reporting, and enhancing the Services. All data collected by Apple in connection with Workbench News and the Services will be processed and used in accordance with its publicly posted Privacy Policy, available at <http://www.apple.com/privacy>, as modified from time to time. You agree that you will not, and will not authorize or facilitate any party to, track any individual user or build a profile based on any individual users in connection with Workbench News and the Services by any means, including but not limited to the use of unique identifiers, cookies, or any other similar technology.
- **i. Ownership.** You retain all right, title, and interest, including all intellectual property rights, in any Ad Content developed by you, provided that the Ad Content does not incorporate any Apple Confidential Information (as defined in Section 12 ("Confidentiality")) or Apple IP (as defined in Section 14(a) ("Apple IP")).
- **j. Reporting Services.** You may use Workbench News to access online reporting that details the key metrics of your Campaigns (each a "**Campaign Report**"). You understand and agree that the administrative user(s) with which you are associated may limit your access to particular Campaign Reports, and related services. Use of any software available for download, through Workbench News or App Store Connect, is subject to the license agreement presented in connection therewith, as well as these Workbench News TOS. In the event of any conflict between any applicable license agreement or these Workbench News TOS, the license agreement shall govern. You agree to keep confidential, and not to disclose to any third party, any proposed license agreement that you download through Workbench News or otherwise receive from Apple. In the event that either party chooses not to execute such proposed license agreement, you agree to destroy all copies thereof. You acknowledge and agree that Campaign Reports contain proprietary information and material that is owned by Apple and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except as is permissible under, and always in compliance with these Workbench News TOS. No portion of any Campaign Report may be reproduced in any form or by any means.
- **k. Results Metrics.** You acknowledge that the data provided by Apple pertaining to your Campaign for the purpose of measuring ad effectiveness (the "**Results Metrics**") is the definite and binding measurements of Apple's performance on delivery of the Services, and that no other results metrics, third party or otherwise, shall be permitted in connection with the Services. All payments shall be calculated using the Results Metrics of impressions served irrespective of any third party management tools used by you and any third party costs, including, but not limited to, third party ad tag delivery fees associated with the delivery of creative to Apple in connection with this agreement. Apple makes no guarantees with respect to Results Metrics of any kind, including but not limited to clicks and/or impressions, in connection with the Services. If you are acting under the authority of a principal and are using the Services on behalf of such principle, the Results Metrics generated for a Campaign are the property of such principal, and you shall not disclose such Results Metrics to any other party without such principal's consent.

- **I. Payment for Services.**

- **i. Payment Terms.** You acknowledge and agree that, except as set forth in this Section 6k ("Results Metrics"), the terms as set forth in your Apple News Content Agreement with Apple shall exclusively govern any and all obligations of the parties as it relates to payment and billing for Services herein.
- **ii. Currency.** All payment and reporting related to the Services will be denominated in United States Dollars.
- **iii. Electronic Transactions.** YOUR USE OF THE SERVICES REQUIRES THE ABILITY TO ENTER INTO AGREEMENTS AND/OR TO MAKE TRANSACTIONS ELECTRONICALLY. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS, AND THAT YOU ARE AUTHORIZED TO ENTER INTO SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON WORKBENCH NEWS, WHICH FOR THE AVOIDANCE OF DOUBT SHALL INCLUDE WORKBENCH NEWS AND ALL OTHER PRODUCTS AND SERVICES OFFERED THROUGH WORKBENCH NEWS. APPLE RESERVES THE RIGHT TO CLOSE YOUR ACCOUNT AND REQUEST AN ALTERNATIVE FORM OF PAYMENT SHOULD ACTIVITIES CONDUCTED THROUGH YOUR ACCOUNT CONSTITUTE FRAUD. IN ORDER TO ACCESS AND RETAIN YOUR ELECTRONIC RECORDS, YOU MAY BE REQUIRED TO HAVE CERTAIN HARDWARE AND SOFTWARE, WHICH IS YOUR SOLE RESPONSIBILITY.
- **iv. Payment Information.** You acknowledge and agree that any payment method information that you provide to Apple may be shared by Apple with companies who work on Apple's behalf solely for the purposes of providing Services and servicing your Account. You agree that Apple has the right, without liability to you, to disclose any payment method information to law enforcement authorities, government officials, and/or a third party, as Apple believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Workbench News TOS (including but not limited to Apple's right to cooperate with any legal process relating to your use of Workbench News and any products or services available via Workbench News, and/or a third-party claim that your use of Workbench News is unlawful and/or infringes such third party's rights).
- **v. Taxes.** You are responsible to pay all applicable taxes or levies imposed by any government entity, including, but not limited to, withholding, sales, use, goods and services tax ("GST"), and value added tax, in connection with Apple's performance of the Services other than taxes based on Apple's net income from performing the Services.
  - (A) If you are registered, or required to be registered, for GST in Australia, you agree to pay any GST that is payable on the Services under Division 83 of the A New Tax System (Goods and Services Tax) Act 1999.
  - (B) If you are considered a New Zealand resident, or if your business operates within New Zealand's jurisdiction, you hereby represent that you are registered for GST in New Zealand under the Goods and Services Tax Act 1985 and agree to pay any GST that is payable on the Services herein. You acknowledge and agree that Apple may request at any time, upon which time you agree to provide, any information necessary to confirm your registration for GST in New Zealand, including but not limited to your GST registration number or your New Zealand business number.
  - (C) If your principal or headquarters office is located in Japan, you agree to reverse charge any Japanese consumption tax that is payable on the Services. Apple, in its discretion, may invoice you for, or deduct from any payments due to you, any applicable taxes or levies, and you agree to pay any such taxes or levies.
  - (D) You agree that any payments due to Apple will not be reduced by any withholding or similar taxes.
- **vi. Disputes.** To the fullest extent permitted by law, you waive all claims relating to the Services and fees unless claimed or asserted within sixty (60) days after the completion of the Campaign associated with such Services or fees. You acknowledge and agree that fees are based solely on the Results Metrics associated with a Campaign. THE BINDING SYSTEM FOR ALL INVOICING AND BILLING INFORMATION IS THE APPLE BILLING SYSTEM AND THE INVOICES GENERATED THEREBY, AND BILLING AND INVOICING SHALL IN NO EVENT BE IMPACTED BY RESULTS PRESENTED IN NEWS PUBLISHER REPORTS.
- **vii. Breach.** In the event that you breach these Workbench News TOS or any warranties set forth herein, you will be responsible for all expenses (including attorneys' fees) incurred by Apple in collecting amounts pertaining to such breach. Apple reserves the right to suspend performance of its obligations under these Workbench News TOS and/or restrict your access to Workbench News in the event that you breach these Workbench News TOS or any warranties set forth herein, effective immediately upon notice from Apple.
- **m. Additional Product/Service Terms and Conditions.** You acknowledge and agree that certain products and services offered via Workbench News are subject to additional terms and conditions or product requirements (collectively "**Additional Terms**"). Additional Terms will be made available pursuant to your access to such product and/or service and you agree that such applicable Additional Terms shall become incorporated by reference into these Workbench News TOS and shall constitute part of your agreement with Apple upon your access to such applicable product(s) and/or service(s).
- **n. Workbench Ad Tester.** Workbench Ad Tester allows You and third parties seeking to place ads on Your publisher channel(s) on News to test ad tag functionality and rendering of Ad Content using web-based or iOS applications. You authorize such third parties' use of Workbench Ad Tester and agree that You are solely responsible for third parties' use of Workbench Ad Tester to place Ad Content on Your publisher channel, including, but not limited to, providing notice of all technical specifications and instructions for using Workbench Ad Tester, responding to inquiries about Workbench Ad Tester, and ensuring compliance with these Workbench News TOS and Apple policies.

Apple does not warrant and will not have any liability or responsibility for any third party's use of Workbench Ad Tester. In accordance with Section 16 herein, You agree to indemnify Apple with respect to any claims asserted in connection with Workbench Ad Tester.

**7. YOUR WARRANTIES.** In addition to other warranties as set forth in these Workbench News TOS, you represent and warrant that: (i) you have full power to enter into and carry out your obligations under these Workbench News TOS, and upon Apple's request, you shall immediately demonstrate such power and/or authorization to Apple's satisfaction, and understand and acknowledge that your failure to do so will be deemed a material breach of these Workbench News TOS; (ii) your consent or performance pursuant to these Workbench News TOS will not violate any agreement you have with a third party or any third-party rights; (iii) you hold the necessary rights to permit all uses of the Ad Content by Apple specified hereunder, including, without limitation, all rights in copyright, including, without limitation and to the extent they may be implicated (if at all), the rights to copy, reproduce, perform, communicate to the public, distribute, rent or lend, sell, market, promote, exhibit, display, synchronize and prepare derivative works of all copyrightable subject matter embodied in the Ad Content (which, for the avoidance of doubt, includes any musical compositions and sound recordings embodied therein), and all trademarks, trade names, trade dress, publicity rights and/or third party contractual rights; (iv) you have fully executed a valid Apple News Content Agreement with Apple that has neither been terminated as of the beginning of any Campaign flight, nor which is due to expire at any time during any respective Campaign; (v) you hold all necessary rights, permissions, and consents to use the Publisher Data and to permit all uses of the Publisher Data by Apple as part of the Services; (vi) all of your actions in connection with this agreement complies with all applicable laws, regulations and guidelines, including but not limited to all applicable laws, regulations and international accords, treaties, or accords pertaining to Personal Data, including without limitation, any eventual successor to a Safe Harbor program and you have complied with all applicable laws, regulations, and applicable guidelines in connection with the collection and use of the Publisher Data; (vii) you will remove any Publisher Data if and to the extent you no longer have all necessary rights, permissions, or consents to use such data; (viii) if you are acting under the authority of a principal and are using the Services on behalf of such principal, or are otherwise placing Ad Content or using Publisher Data on another entity's behalf, you have permission to place such Ad Content or use such Publisher Data and have bound such principal to these Workbench News TOS (provided that you shall be liable for any obligation of such principal in the event that you fail to bind such principal to these Workbench News TOS); (ix) you shall not, and shall not authorize any party to, generate automated, fraudulent, or otherwise invalid clicks, impressions, or other actions; and (x) none of the Ad Content will: (A) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights; (B) violate any law, statute, ordinance or regulation, including, without limitation, the laws and regulations governing export control; (C) be defamatory or trade libelous; (D) be pornographic or obscene; or (E) contain viruses, malware, ransomware, spyware, Trojan horses, worms, time bombs, or other similar harmful or deleterious programming routines.

**8. APPLE WARRANTY.** Apple represents and warrants that: (i) it has full power to enter into and carry out its obligations under these Workbench News TOS; and (ii) the Services shall be completed in a professional manner. Apple's total liability for any breach of the foregoing warranties is set forth in Section 15 ("Disclaimer of Warranties; Liability Limitation") of these Workbench News TOS.

**9. MARKETING PERMISSION.** Apple may request, and you agree to not unreasonably deny, permission to use your name, trademark, or logo, and any Ad Content provided by you pursuant to your use of the Services, for promotional purposes in Apple marketing materials. Apple must approve in writing any press release or announcement that refers or relates to these Workbench News TOS, the Ad Content, or your relationship with Apple.

**10. APPLE MARKS.** You shall not use Apple's trademarks, service marks, trade names, logos, or other commercial or product designations for any purpose without first obtaining Apple's prior express written consent.

**11. RELATIONSHIP OF THE PARTIES.** "You" shall mean the entity that contracts for the Services pursuant to these Workbench News TOS and all your employees, agents, assigns, nominees, consultants, and contractors. These Workbench News TOS create an independent contractor relationship between Apple and you. These Workbench News TOS create no employment relationship, partnership, or joint venture between you and Apple, and neither Apple nor you shall hold yourselves out as the agent of the other, except as set forth in these Workbench News TOS.

**12. CONFIDENTIALITY.** You agree that the terms and conditions of these Workbench News TOS, the nature and fact of your business relationship with Apple, Apple's provision of, and the results from the use of, the Services, and all discussions related thereto will be considered confidential information ("**Confidential Information**"). In addition, any nonpublic information which one party ("**Discloser**") discloses to the other party ("**Recipient**") in the course of their communications solely regarding the Services set forth in these Workbench News TOS will be considered Confidential Information, including but not limited to Apple IP (as defined in Section 14(a) ("Apple IP")), any Results Metrics provided by Apple pursuant to the Services hereunder, nonpublic product plans, marketing plans, whether such information is clearly designated as "Confidential" in writing, or at the time of disclosure, if disclosed orally or visually, a reasonable person would understand the information to be confidential. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Recipient; (ii) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Discloser; (iii) is independently developed by Recipient without use of any Confidential Information; (iv) Recipient rightfully obtains from a third party who has the right to transfer or disclose it to Recipient without limitation. Nothing in these Workbench News TOS will obligate either party to disclose any Confidential Information. In addition, Confidential Information shall not include any free and open source software ("FOSS") included in the Services and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such FOSS.

**13. OBLIGATIONS REGARDING CONFIDENTIAL INFORMATION.** Recipient agrees to protect Discloser's Confidential Information, using at the least the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. Recipient agrees to use Discloser's Confidential Information for the sole purpose of fulfilling its obligations under these Workbench News TOS, and under no circumstances for its own or any third party's benefit. Recipient will not disclose, publish, or disseminate Confidential Information to anyone other than those employees and consultants who have a need to know in order to accomplish such purpose and who are bound by a written agreement that prohibits unauthorized disclosure or use of Confidential Information. Recipient will

be responsible for any violation of the terms of this section of these Workbench News TOS by its employees or consultants. Recipient may disclose Confidential Information to the extent required by law, provided Recipient makes reasonable efforts to give Discloser notice of such requirement prior to such disclosure and takes reasonable steps to obtain protective treatment of the Confidential Information.

#### 14. INTELLECTUAL PROPERTY.

- **a. Apple IP.** Apple retains all right, title, and interest in the code, tools, and technology used in connection with the Services (the "**Apple IP**").
- **b. Acknowledgement of Ownership.** You agree that Workbench News, for the avoidance of doubt, which includes the products and services offered through it, contains proprietary information and material that is owned by Apple and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Services in compliance with these Workbench News TOS. No portion of Workbench News may be reproduced in any form or by any means.
- **c. Copyrights.** All copyrights in and to Workbench News are owned by Apple and/or its licensors.
- **d. Trademarks.** Apple, the Apple logo, iTunes, Workbench News and other Apple trademarks, service marks, graphics, and logos used in connection with Workbench News are trademarks or registered trademarks of Apple Inc. in the United States and/or other countries. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

#### 15. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATIONS.

- a. APPLE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF WORKBENCH NEWS WILL BE UNINTERRUPTED OR ERROR- FREE, AND YOU AGREE THAT FROM TIME TO TIME APPLE MAY REMOVE WORKBENCH NEWS (OR PARTICULAR PRODUCTS OR SERVICES THEREIN) FOR INDEFINITE PERIODS OF TIME, OR CEASE TO OFFER WORKBENCH NEWS IN ITS ENTIRETY, AT ANY TIME, WITHOUT NOTICE TO YOU.
- b. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, WORKBENCH NEWS IS AT YOUR SOLE RISK. WORKBENCH NEWS AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH WORKBENCH NEWS ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.
- c. IN NO CASE SHALL APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF WORKBENCH NEWS OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF WORKBENCH NEWS, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY PRODUCT OR SERVICE, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY PRODUCT OR SERVICE POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA WORKBENCH NEWS, EVEN IF ADVISED OF THEIR POSSIBILITY.
- d. APPLE DOES NOT REPRESENT OR GUARANTEE THAT WORKBENCH NEWS WILL BE FREE FROM NETWORK FAILURES, THIRD-PARTY AD SERVING FAILURES, LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND APPLE DISCLAIMS ANY LIABILITY RELATING THERETO.
- e. TO THE EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE SET FORTH IN THE ADDITIONAL TERMS, APPLE'S TOTAL LIABILITY FOR ANY CLAIMS UNDER THESE WORKBENCH NEWS TOS SHALL BE LIMITED TO THE AMOUNT YOU PAID APPLE TO USE THE SERVICES.

**16. INDEMNITY.** BY USING WORKBENCH NEWS AND/OR ANY PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH WORKBENCH NEWS, YOU AGREE TO INDEMNIFY AND HOLD APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THESE WORKBENCH NEWS TOS, ANY REPRESENTATIONS OR WARRANTIES MADE BY YOU HEREIN, OR YOUR OTHER IMPROPER, UNAUTHORIZED OR UNLAWFUL USE OF WORKBENCH NEWS, INCLUDING BUT NOT LIMITED TO ANY ALLEGATION THAT ANY AD CONTENT OR ADVERTISER DATA DISPLAYED ON OR THROUGH OR DELIVERED TO A PROPERTY (I) MISAPPROPRIATED, VIOLATED OR INFRINGED ANY THIRD PARTY'S PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, MASK WORK, OR INTELLECTUAL PROPERTY, OR OTHER PROPRIETARY RIGHT; (II) DEFAMED, BREACHED THE CONFIDENTIALITY, OR VIOLATED THE PRIVACY OF ANOTHER; (III) CONSTITUTED FALSE OR DECEPTIVE ADVERTISING OR SALES PRACTICES; OR (IV) FAILED TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAW OR REGULATION.

**17. NOTICES.** Apple may send you notice with respect to Workbench News by sending an email message to the email address listed in your Account contact information, by sending a letter via postal mail to the contact address listed in your Account contact information, by a posting on Workbench News, or by a posting on a particular product platform (e.g. any additional products and services offered through Workbench News). Notices shall become effective immediately. All notices to Apple relating to these Workbench News TOS will be deemed given: (i) when delivered personally, (ii) three (3) business days after having been sent by commercial overnight carrier with written proof of delivery, and (iii) five (5) business days after having been sent by first class or certified mail, postage prepaid, to this Apple address: Apple Inc., One Apple Park Way, Mail Stop 169-4ISM, Cupertino, CA 95014, Attention: Advertising Platforms Legal Counsel. A copy of such notice shall also be provided to your primary Workbench News as provided by you in your Account.

**18. MODIFICATIONS OF AMENDMENT OF WORKBENCH NEWS TOS.** Apple reserves the right, at its discretion, to modify or amend these Workbench News TOS upon notice to you in accordance with Section 17 ("Notices") above. Such modifications or amendments are effective immediately upon notice and incorporated into these Workbench News TOS, and your continued use of Workbench News shall be deemed acceptance thereof.

**19. TERMINATION.** If you fail, or Apple suspects that you have failed, to comply with any of the provisions of these Workbench News TOS, Apple, at its sole discretion, without notice to you may: (i) terminate this agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and (ii) terminate the license to the software; and/or (iii) preclude access to the Services (or any part thereof). Apple reserves the right to modify, suspend, or discontinue Workbench News (or any part or feature thereof) at any time, with or without notice to you, and Apple will not be liable to you or to any third party should it exercise such rights.

**20. GOVERNING LAW.** You expressly agree that the laws of the State of California, excluding its conflicts of law rules, govern these Workbench News TOS and your use of Workbench News, and that the exclusive jurisdiction for any proceeding relating in any way to your use of Workbench News will be the Northern District of California. You hereby waive the right to object to the foregoing choice of law, personal jurisdiction, or venue.

**21. DISPUTE RESOLUTION.** The parties shall attempt, promptly and in good faith, to resolve any dispute arising out of or in connection with these Workbench News TOS. If the parties are unable to resolve any such dispute within a reasonable time period (not to exceed thirty (30) days), then either party may submit such dispute to non-binding mediation in Santa Clara County, California. Each party shall bear its own expenses in connection with the mediation and share equally the fees and expenses of the mediator. If the dispute cannot be resolved through mediation within a reasonable time, then the parties shall be free to pursue any right or remedy available to them under the law.

**22.** These Workbench News TOS constitute the entire agreement between you and Apple and govern your use of Workbench News, superseding any prior agreements between you and Apple as it pertains to this subject matter. For the avoidance of doubt, you acknowledge and agree that any Additional Terms, for which you have previously agreed to: (i) shall remain in full effect until such time as Apple, in its sole discretion, opts to modify them; and (ii) shall be deemed to append these Workbench News TOS. You may not assign these Workbench News TOS, including, without limitation, by operation of law or merger, without Apple's prior written approval, and any attempt to assign these Workbench News TOS without such prior written approval is void. If any part of these Workbench News TOS is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Apple's failure to enforce any right or provisions in these Workbench News TOS will not constitute a waiver of such provision, or any other provision of these Workbench News TOS. Apple will not be responsible for failures to fulfill any obligations due to causes beyond its control.

