

From: Apple iCloud noreply@email.apple.com
Subject: Game Center Terms and Conditions
Date: Mar 31, 2017, 3:31:23 PM
To: vsatips

GAME CENTER

THE LEGAL AGREEMENT ("AGREEMENT") SET OUT BELOW GOVERNS YOUR USE OF THE GAME CENTER SERVICE. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING "AGREE," YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SERVICE. IF YOU ARE UNDER THE AGE OF MAJORITY, YOU SHOULD REVIEW THIS AGREEMENT WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND IT.

Apple Inc. is the provider of the Game Center service (the "Service"), which permits you to engage in game related activities, including, but not limited to, participation in leader boards, multi-player games, and tracking achievements. The Service may not be available in all areas. Use of the Service requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors.

To use the Service, you cannot be a person barred from receiving the Service under the laws of the United States or other applicable jurisdictions, including the country in which you reside or from where you use the Service. By accepting this Agreement, you represent that you understand and agree to the foregoing.

YOUR ACCOUNT

As a registered user of the Service, you may establish an account ("Account") in accordance with the Usage Rules, below. Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify Apple of any security breach of your Account. Apple shall not be responsible for any losses arising out of the unauthorized use of your Account.

You agree to provide accurate and complete information when you register with, and as you use, the Service, and you agree to update your registration data to keep it accurate and complete. You agree that Apple may store and use your registration data to maintain your Account. You may not create an account for anyone other than yourself without that person's permission.

USAGE RULES

You agree to use the Service in compliance with these usage rules. Apple reserves the right to modify the usage rules at any time.

You are authorized to use the Service only for personal, noncommercial use.

You agree not to, or attempt or assist another person to, violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with the Service.

You agree that you will NOT use the Service to:

a. upload, download, post, email, transmit, store or otherwise make available any content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;

b. stalk, harass, threaten or harm another;

c. if you are an adult, request personal or other information from a minor (any person under the age of 18 or such other age as local law defines as a minor) who is not personally known to you, including but not limited to any of the following: full name or last name, home address, zip/postal code, telephone number, picture, email address, or the names of the minor's school, church, athletic team or friends;

d. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another Service participant, an Apple employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity, (Apple reserves the right to reject or block any nickname which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);

e. engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;

f. post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;

g. forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise put information in a header designed to mislead recipients as to the origin of any content transmitted through the Service ("spoofing");

h. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere with or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;

i. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any

policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);

j. plan or engage in any illegal activity; and/or gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities;

k. cheat or otherwise modify the Service or the game experience to effect an advantage for one player over another.

PRIVACY

The Service is subject to Apple's Privacy Policy at <http://www.apple.com/privacy>. As set out in the Privacy Policy, when you use the Service, such as inviting other users to join the Service, participating in leader boards, enabling invitations or multiplayer functionality, or displaying status messages, the personal information you share is visible to other users and can be read, collected, or used by them. You are responsible for the personal information you choose to submit. When playing a game that supports multiplayer functionality, other users accessing the Service from within the same game on the same Wi-Fi network, local area network or within range of Bluetooth will be able to see that you are nearby (unless you turn this feature off), and see your nickname and photo, or full profile if you have a friend relationship with such user. If you choose to have your public profile set to "on", other users of the Service can see your full profile, including your full name, activity (such as the games you have played and when you played them), scores, and achievements, and you can be recommended as a friend to other users. If your public profile is set to "off", only users with whom you have established a friend relationship can see your full profile, and you will not be recommended to others; only your nickname and photo will be visible to users who are not friends. If you send or receive a friend request, the full name associated with your Apple ID will be shared with those users to whom you send, or from whom you accept, a friend request, and Apple may recommend games that you have played to your friends.

If you wish to stop sharing information with other users and the Service, see <http://www.apple.com/support/>.

Some aspects of the Service are not available to children under 13, such as features that allow users to disclose personally identifiable information. Please enable restrictions as appropriate.

SUBMISSIONS TO THE SERVICE

The Service may offer interactive features that allow you to submit materials (including links to third-party content) on areas of the Service accessible and viewable by the public. You agree that any use by you of such features, including any materials submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable or in poor taste. You also agree that you have obtained all necessary rights and licenses to make such submissions. You agree to provide accurate and complete information in connection with your

submission of any materials on the Service. You hereby grant Apple a worldwide, royalty-free, non-exclusive license to use such materials as part of the Service or in providing or marketing the Service, without any compensation or obligation to you. Apple reserves the right to not post or publish any materials and to remove or edit any material, at any time in its sole discretion without notice or liability.

Apple has the right, but not the obligation, to monitor any materials submitted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that Apple in its sole discretion deems appropriate, including, without limitation, termination hereunder or under our Copyright Policy (<http://www.apple.com/legal/copyright.html>).

THIRD-PARTY MATERIALS

Certain content, and services available via the Service may include materials from third parties. Apple may provide links to third-party web sites as a convenience to you. You agree that Apple is not responsible for examining or evaluating the content or accuracy and Apple does not warrant and will not have any liability or responsibility for any third-party materials or web sites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Apple is not in any way responsible for any such use by you.

OBJECTIONABLE MATERIAL

You understand that by using the Service, you may encounter material that you may deem to be offensive, indecent, or objectionable, which content may or may not be identified as having explicit material. Nevertheless, you agree to use the Service at your sole risk and Apple shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. Ratings and descriptions are provided for convenience, and you agree that Apple does not guarantee their accuracy.

INTELLECTUAL PROPERTY

You agree that the Service, including but not limited to graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Service, 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. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

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TERMINATION

If you fail, or Apple suspects that you have failed, to comply with any of the provisions of this Agreement, Apple, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account; and/or (ii) terminate the license to the Service; and/or (iii) preclude access to the Service (or any part thereof).

Apple reserves the right to modify, suspend, or discontinue the Service (or any part or content 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.

DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

APPLE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME APPLE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY APPLE HEREIN) 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

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APPLE SHALL USE REASONABLE EFFORTS TO PROTECT MATERIALS OR INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICE, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND APPLE HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

APPLE DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND APPLE DISCLAIMS ANY LIABILITY RELATING THERETO.

WAIVER AND INDEMNITY

BY USING THE SERVICE, 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 THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN BY APPLE AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF APPLE'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN, RESULTING FROM, OR CONTEMPLATED BY THIS AGREEMENT.

CHANGES

Apple reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Service will be deemed acceptance thereof.

MISCELLANEOUS

This Agreement constitutes the entire agreement between you and Apple and governs your use of the Service, superseding any prior agreements between you and Apple regarding the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement 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 this Agreement will not constitute a waiver of such or any other provision. Apple will not be responsible for failures to fulfill any obligations due to causes beyond its control.

The Service is operated by Apple from its offices in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service. All transactions on the Service are governed by California law, without giving effect to its conflict of law provisions. Your use of the Service may also be subject to other laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Apple or relating in any way to your use of the Service resides in the courts of the State of California. Risk of loss and title for all electronically delivered transactions pass to the purchaser in California upon electronic transmission to the recipient. No Apple employee or agent has the authority to vary this Agreement.

Apple may send you notice with respect to the Service by sending an email message to your Account email address or a letter via postal mail to your Account mailing address, or by a posting on the Service. Notices shall become effective immediately.

Apple reserves the right to take steps Apple believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that Apple has the right, without liability to you, to disclose any Registration Data and/or Account 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 this Agreement (including but not limited to Apple's right to cooperate with any legal process relating to your use of the Service and/or products, and/or a third-party claim that your use of the Service and/or products is unlawful and/or infringes such third party's rights).

Last updated: September 15, 2013

