

# Apple Advertising Services

## Insertion Order Terms and Conditions

**Effective Date: February 5, 2025**

These Apple Advertising Services Insertion Order Terms and Conditions, including any attachments, exhibits, schedules, or other documents that are incorporated by reference (these “IO Terms”) govern the provision of advertising services (“IO Services”) provided by Apple as described in an insertion order, media plan, or other advertising purchase or booking instrument (“IO”) executed by Apple and the customer identified on the IO (“Customer” or “You”).

In consideration of the foregoing and of the mutual promises and covenants set forth herein, You and Apple (collectively, the “Parties”) agree as follows:

1. **General.** These IO Terms are the only agreement between You and Apple governing the provision of the IO Services. Except as expressly agreed by the Parties in writing, no other terms and conditions relating to the IO Services shall be binding on the Parties. The provision of the IO Services by Apple to You does not in itself constitute Apple’s acceptance of any of Your terms and conditions and does not modify or amend these IO Terms.
2. **Insertion Orders.**
  - a. Apple may require each IO to specify any or all of the following: (i) the identity of the advertiser on whose behalf the IO Services are being purchased, (ii) the identity and contact information for the advertising agency or other representative for the advertiser, if any, (iii) types and quantities of ad units being purchased, (iv) start and end dates of the Campaign, (v) rates or other financial metrics, as appropriate, (vi) invoice or billing schedule, (vii) any special delivery requirements and specifications, and (viii) such other information as Apple may require to provide the IO Services.
  - b. An IO will be deemed accepted only when executed by the Parties. You may request a modification to an accepted IO in writing and Apple will respond within a reasonable time after such request. Modifications to an IO will not be binding unless approved in writing by the Parties.
3. **Incorporation of Apple Advertising Services Terms of Service.**
  - a. The Apple Advertising Services Terms of Service, available at [searchads.apple.com/terms-of-service](https://searchads.apple.com/terms-of-service) (the “Terms of Service”) are hereby incorporated into these IO Terms by reference. Capitalized terms used in these IO Terms but not defined have the respective meanings assigned to them in the

Terms of Service. Not all features and functionalities referenced in the Terms of Service may be available or applicable to the IO Services.

- b. In case of a direct and irreconcilable conflict between any term or condition of these IO Terms and those in the Terms of Service, the former shall take precedence.
4. **Ad Content.** Your Ad Content must be received by Apple at least 15 business days before the start date of Your Campaign, unless otherwise agreed by the Parties in writing. Ad Content must comply with all specifications, policies, instructions, and guidelines provided or made available by Apple, including those applicable to the relevant IO Service(s) specified at [searchads.apple.com/terms](https://searchads.apple.com/terms) (each incorporated into these IO Terms by reference and as may be amended from time to time by Apple). Ad Content is subject to Apple's approval and, without prejudice to Apple's rights under Section 6(e) of the Terms of Service, Apple may reject or remove Your Ad Content for failure to comply with Apple's specifications, policies, instructions, or guidelines in Apple's sole discretion. Any modifications You request or that are necessary to comply with Apple's specifications, policies, or guidelines may result in delays. Apple will act in good faith and use commercially reasonable efforts to approve Your Ad Content before the start date of Your Campaign, however, in the event that no Ad Content is approved before the scheduled start date of Your Campaign or if all of Your Ad Content is rejected or removed during Your Campaign, unless otherwise agreed by the Parties in writing: (a) Apple may pause or suspend the Campaign, (b) the end date of Your Campaign may not be adjusted, (c) You may not be entitled to any Makegoods (as defined below), and (d) You will remain responsible for all Your payment obligations associated with the Campaign in full. Notwithstanding anything to the contrary in these IO Terms, and consistent with the Terms of Service, You acknowledge and agree that You are solely responsible for Your Ad Content as provided to Apple.
5. **Payments.** Apple shall invoice You, and You agree to pay Apple as invoiced, in accordance with the IO. Notwithstanding Section 7(j) of the Terms of Service, invoices may be based on actual delivery or may be billed according to the fees and other charges set forth in each applicable IO, or as otherwise agreed by the Parties in writing. Payment for invoices will be due and payable 45 days from the date of Apple's invoice, except as may otherwise be required by Apple in writing or agreed by the Parties in writing. Late payments may be subject to an interest charge computed daily for each day that the payment is late. The interest charge shall be calculated from a base interest rate ("Base Rate") plus the lesser of one percent (1%) or the maximum amount allowed by applicable law. The Base Rate will be based on any evolving or then-prevailing market convention for determining a benchmark rate in the country of payment at such time. If such rate is not publicly quoted or otherwise reasonably determinable by Apple, then the Base Rate shall be based on the central bank policy rate or single consolidated equivalent in the country of payment at such time. If the Base Rate is negative, it shall be deemed zero per cent (0%).

6. **Makegoods; ADUs.**

- a. **Makegoods.** In the event Apple fails to deliver any ad units set forth in the IO, except as a result of Your conduct, such as Your breach of these IO Terms, Apple may provide a remedy of comparable offering and similar value for non-delivery of agreed upon ad units, as mutually agreed by the Parties ("Makegoods"). Makegoods will be calculated based on the shortfall of ad units actually delivered compared against the agreed upon quantity of ad units in the IO. If Makegoods are provided to You, Makegoods shall be Your sole and exclusive remedy for Apple's failure to deliver any ad units set forth in the IO. Makegoods may include, but are not limited to, future delivery of Your Ad Content.
- b. **ADUs.** Notwithstanding Section 9(g) of the Terms of Service, in the event actual deliverables fall below the agreed upon guaranteed levels of traffic, impressions, clicks, or other audience-level metrics as specified in the applicable IO for Campaigns that are expressly identified as eligible for Audience Deficiency Units ("ADUs") in such IO, Apple shall provide You with ADUs, unless such underdelivery of guaranteed levels is a result of Your conduct, such as Your breach of these IO Terms. ADUs will be calculated based on the shortfall of audience-level metrics actually delivered compared against the agreed upon audience-level metrics in the IO. ADUs may include, but are not limited to, additional impressions within the same Campaign, or some other form of compensation, as mutually agreed by the Parties. The Parties will work in good faith to use the ADUs within the 12 months immediately following the end of the applicable Campaign. Any ADUs offered to You that are not used within 24 months from the end of the applicable Campaign will expire, and You agree that Apple will have delivered on the IO in full and in no event has any further obligations to You with respect to such IO.

7. **Modification to IO Terms.** Apple reserves the right, at its discretion, to modify or amend these IO Terms at any time. If you have an active IO and active Campaign(s) at the time of any such modification, Apple shall provide You with reasonable notice, including the date on which such to-be-modified IO Terms will go into effect. You acknowledge and agree that reviewing such notice of IO Terms modifications is Your responsibility. If You do not agree to any modification to the IO Terms, You shall immediately (in no event on or after the date that the to-be-modified IO Terms go into effect) notify Apple in writing of Your rejection, which shall be deemed as Your notice of termination under Section 8. Upon receipt of such notice, Apple shall use commercially reasonable efforts to stop distribution of Your Ad Content under the subject active IO and Campaign(s). If the modification to the IO Terms by Apple under this Section directly results in a material negative impact to Your existing Campaign(s) under an active IO, and if You reject the modification for that reason, Your notice must specify that material negative impact and the objectively reasonable basis for it; in such a case, and after assessing the objective reasonableness of the basis, Apple shall refund any amounts You prepaid for those IO Services subject to such termination which have not yet been rendered. Your continued receipt of the IO Services after any modification to the IO Terms shall be deemed as Your acceptance of the IO Terms as modified.

8. **Termination.** Notwithstanding either Party's ability to terminate the Terms of Service, these IO Terms and the Terms of Service shall remain in effect for any IO until the expiration or termination of such IO, except as provided herein. You may terminate an IO at any time upon written notice to Apple. Upon such notice, Apple will use commercially reasonable efforts to stop distribution of Your Ad Content within a reasonable time and, unless otherwise agreed by the Parties in writing, You will remain responsible for all Your payment obligations associated with the applicable IO in full. Unless otherwise agreed by the Parties in writing, once Apple ceases distribution of Your Ad Content, except as expressly otherwise provided in these IO Terms or as required by applicable law: (a) all rights, licenses, consents, and authorizations granted by either Party to the other under the applicable IO will immediately terminate; (b) Apple shall have no further obligation to provide the IO Services under the applicable IO; and (c) all fees owed to Apple will become due and payable in accordance with the applicable IO.
9. **Force Majeure.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted or breached these IO Terms, for any delay or failure to fulfill or perform its obligations under the applicable IO, except for any obligations to make payments to the other Party, if such delay or failure is caused by or results from acts beyond such Party's reasonable control, including, but not limited to: (a) fire, flood, earthquakes, or explosions; (b) telecommunications line failure, electrical outages, or network failures; (c) governmental actions, judicial orders, or changes in law; (d) war, invasion, hostilities (whether war is declared or not), acts of terrorism, riots, insurrections, or other civil unrest; (e) embargoes or blockades in effect on or after the date of the IO; (f) national or regional emergencies, (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) epidemics or pandemics; and (i) acts of God (each, a "Force Majeure Event"), provided such Party promptly notifies the other Party within 30 days of the Force Majeure Event and uses reasonable efforts to cure such failure or delay in its performance. For the avoidance of doubt, the Party suffering a Force Majeure Event must be directly affected by the Force Majeure Event to claim the rights under this Section, and a Force Majeure Event does not include an act of negligence or intentional wrongdoing by such Party.