

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.



...DURING THE VIOLATION OR DECISION THAT A VIOLATION HAS OCCURRED, THIS PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT.



Additional terms and conditions may apply to your use of the iTunes Service. Your use of the iTunes Service will constitute your acceptance of these terms.



MISCELLANEOUS

This Agreement constitutes the entire agreement between you and Apple and governs your use of the iTunes Service, superseding any prior agreements between you and Apple.

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 iTunes 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 iTunes Service.

All transactions on the iTunes Service are governed by California law, without giving effect to its conflict of law provisions. Your use of the iTunes 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 iTunes Service resides in the courts in 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.