



# Apple Learning Coach Program Agreement

This Apple Learning Coach Program Agreement (“Agreement”) governs your participation in the Apple Learning Coach Program (“Program”). By accepting the Agreement, you agree that you have read and understand Agreement and that the terms of the Agreement apply if you choose to participate in the Program. If you do not agree, do not participate in the Program.

1. **Program Overview and Requirements.** Apple Learning Coach is designed for instructional coaches, digital learning specialists, and other educators who coach or aspire to coach teachers. Participation in the Program requires the following:
  - A. Recognition as an Apple Teacher;
  - B. Approval from the school, district, or organization at which you are employed;
  - C. A completed application;
  - D. Acceptance into the Program by Apple.
2. **Membership.**
  - A. Apple may provide you benefits and privileges for your participation in the Program. The benefits and privileges you receive do not create an employee, agency or independent contractor relationship between you and Apple, and you may not present yourself as a spokesperson for Apple.
  - B. Successful completion of the Program requires attendance at virtual meetings and completion and submission of course content. You must attend all required meetings and complete all course modules in order to receive Program certification.
  - C. You may not share, assign or transfer your access to the Apple Education Community (“Site”) or the Program under the Agreement.
3. **Submissions.** Certain parts of the Program may require you to submit or upload content through the Site (“Submissions”). You agree that you will not:
  - A. Upload, post or otherwise transmit any Submissions or other materials that you do not have the right to upload, post, or otherwise transmit under any law;
  - B. Upload, post or otherwise transmit any Submissions or other materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically otherwise objectionable;
  - C. Upload, post or otherwise transmit any Submissions or other materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;
  - D. Upload, post or otherwise transmit any Submissions that contain software viruses other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- E. Solicit, collect or post information that identifies, relates to, is linked to, or is capable of being linked to, individuals ("Personal Data") or attempt to solicit, collect or post Personal Data about other members of the Program other than for purposes of participating in the Program.
  - F. Harass any member of the Program.
  - G. You also agree that all Submissions will be your original work and will not include the work of others without appropriate citation. Failure to accurately reference the work of third parties in your Submissions could result in termination from the Program.
4. **Communications.** By participating in the Program, you agree to receive certain communications from Apple in connection with the Program. Apple may choose to contact you via telephone, email or another mode of communication. For example, you may receive a reminder email to attend a virtual workshop. You agree to receive communications from Apple as part of your participation in the Program. You may not issue press releases or make any public statements about the Program without Apple's prior written approval, or use Apple's logos or marks except in accordance with Apple's guidelines for third-party marks usage, found at Apple's websites. Activities and announcements that are approved for public discussion and posting on social media will be clearly identified during an event. Questions about public discussions and posting should be directed to [applelearningcoach@apple.com](mailto:applelearningcoach@apple.com).
5. **Privacy.** The personal information that you provide as part of the Program will be used by Apple to evaluate your progression through the Program, to operate the Program and will be used in compliance with applicable privacy laws. Apple will use your data in accordance with Apple's privacy policy, located at <https://www.apple.com/legal/privacy/en-ww/>.
6. **License Grants.**
- A. Apple retains all ownership rights, title and interest in and to the Program and the Apple Education Community, including without limitation, all graphical designs, names, icons, user interfaces and other design elements, and the selection, ordering and arrangement of materials therein and the "look and feel" thereof contain proprietary information and material that is owned by Apple and 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 participation in the Program. Program materials may not be reproduced in any form or by any means, except as expressly permitted in this Agreement or in the Program.
  - B. To the extent that Apple provides you with templates and other materials to assist or enable your participation in the Program ("Program Materials"), Apple hereby grants you a non-exclusive, royalty-free, non-transferable right and license during the term of this Agreement and your participation in the Program to internally use, reproduce and distribute the Program Materials for the sole purpose of participating in the Program; provided however, that if Program materials are accompanied by their own set of licensing codes (e.g. sample code license) then those specific licensing terms shall govern your use of those materials.
7. **Compliance with Law.** The Program is available for individuals over the legal age of majority in the jurisdiction where they reside who meet Program requirements. Insofar as is in compliance with the laws of the United States or the laws of the jurisdiction in which you reside, you agree to comply with all local, state, federal and national laws, statutes, ordinances and regulations that apply to your participation in the Program and your use of the Apple Education Community. Your participation in the Program and use of the Apple Education Community may be subject to other laws. Where there is a conflict between other applicable law and the laws of the United States, you agree that any such conflict will be resolved in favor of the laws of the United States. Notwithstanding anything to the contrary in this Agreement, you shall at all times act in strict compliance with all applicable laws of the United States and the jurisdiction in which you reside.

8. **Governing Law; Dispute Resolution.** In the event of any controversy or dispute between Apple and you arising out of or in connection with your participation in the Program, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law. You agree that in that event, all all disputes will be governed in the state and federal courts in Santa Clara County, California agree to the personal jurisdiction of that venue; and waive any objections to such jurisdiction or venue. The preceding provision regarding venue does not apply if reside in the European Union. If you reside in the European Union, you may make a claim in the courts of the country or region where you reside. Any claim under this Agreement must be brought within one (1) year after the cause of action arises or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys fees.
9. **Ethics.** Apple takes compliance with ethics laws and school policies seriously, and would not want to create even the appearance of impropriety or conflict of interest for educators participating in the Program. The professional development and any other benefits provided in association with the Program are not in any way intended to improperly influence you in the performance of your official duties or professional responsibilities. Benefits provided may include items of nominal value (e.g., t-shirts), and food and beverages directly associated with in-person Program workshops and meetings. You are required to have approval from the appropriate administrator at your school or district in order to participate in the Program, and Apple will contact the administrator you identify on your application, or other administrators as appropriate, to ensure your participation is permissible under applicable laws and policies. If your role at your school involves making decisions regarding technology purchases, you must consult with your administration to determine whether your participation in the Program could create a real or perceived conflict of interest, and reconsider whether your participation in the Program is appropriate.
10. **Continuing Education Credits.** Participants in the Program may be eligible to receive continuing educations credits ("CEU") from third parties in recognition of their completion of the Program. Apple may have contractual relationships with such third parties and pay costs associated with accreditation or the CEU process. Any benefit received by you in relation to these CEU credits is anticipated to have a de minimis per person value and is not intended by Apple to influence you with respect to your official duties or responsibilities.
11. **No obligation.** Nothing in this Agreement shall obligate Apple to exploit any right granted herein.
12. **Notices.** Apple may provide you with notices regarding the Program, including changes to this Agreement, by email to the email address registered with the Program, by regular mail, or by postings on the Site.
13. **Term and Termination.** You or Apple may terminate this Agreement for any reason and at any time upon notice to the other party. On termination, you will cease to refer to yourself as an Apple Learning Coach and will cease using any certification supplied by Apple. Any expense incurred in connection with your participation in the Program is not the responsibility of Apple and Apple will have no liability in connection with such expenditure.
14. **Export.** You may not use or export or re-export any content provided by Apple or by other participants in the Program, or any copy or adaptation of such content, in violation of any applicable laws or regulations, including without limitation, United States export laws and regulation.
15. **Force Majeure.** Neither party will be liable to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in

whole or in part, by events, occurrences or causes beyond the control and without negligence of the parties. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

16. **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.
17. **Confidentiality.** Each party shall protect the other party's confidential information with the same standard of care that it uses to protect its own confidential information, and each party shall not disclose the other party's confidential information except to its employees, affiliates and agents who need to know and have agreed in writing to keep it confidential. Notwithstanding the foregoing, you agree that Apple may disclose your Information and any non-public Submission if required to do so by law or in Apple's good faith belief that such disclosure is reasonably necessary to comply with legal process, enforce the terms of this Agreement, respond to claims that any Submission violates the rights of any person or entity, or protect the rights, property or personal safety of Apple, any users or the public.
18. **Limitation of Liability.** Except where prohibited by law, in no event will Apple be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Apple has been advised of the possibility of such damages. If, notwithstanding the other provisions of this Agreement, Apple is found to be liable to you for any damage or loss that arises out of or is in any way connected with your use of the Site or your participation in the Program, Apple liability shall in no event exceed the greater of US \$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.
19. **Indemnification.** You agree to indemnify and hold Apple, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including lawyer fees), made against Apple by any third party due to or arising out of or in connection with your use of the Site or participation in the Program.
20. **"Apple"** as used herein means:
  - Apple Inc., located at One Apple Park Way, Cupertino, California, United States, for users in the United States, including Puerto Rico.
  - Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON, M5J 0A8, Canada for users in Canada or its territories and possessions;
  - Apple Services LATAM LLC, located at 1 Alhambra Plaza, Ste 700 Coral Gables, Florida, for users in Mexico, Central or South America, or any Caribbean country or territory (excluding Puerto Rico);
  - iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106- 6140, Tokyo for users in Japan;
  - Apple Pty Limited, located at Level 3, 20 Martin Place, Sydney NSW 2000, Australia, for users in Australia and New Zealand, including island possessions, territories and affiliated jurisdictions;
  - Apple Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for all other users.