TERMS AND CONDITIONS

THE GRAPHIC NOVEL

R. SIKORYAK
DRAWN & QUARTERLY
For Kriota

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TERMS AND CONDITIONS
PART A
A. TERMS OF SALE

You agree that you will pay for all products you purchase through the Services.

and that Apple may charge any additional amounts (including any taxes and late fees, as applicable) that may be incurred by or in connection with your Account.

For details of how purchases are billed please visit https://support.apple.com/en-us/HT2038.

Your total price will include the price of the product plus any applicable tax.

Such tax is based on the billing address and the tax rate in effect at the time you downloaded the product.

All sales and rentals of products are final.

B. PAYMENTS, TAXES, AND SERVING POLICY

TO AGREE TO THESE TERMS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SERVICES.

THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE ITUNES STORE, MAC APP STORE, APP STORE, APP STORE FOR APPLE TV, BOOKS STORE ANDAPPLE MUSIC SERVICES ("SERVICES").
If you have made in-app Purchases from an app originally purchased by a family member or downloaded from a Family member and you no longer belong to the Family, you need to purchase the app yourself or restore the in-app Purchased to regain access to them. Please review the developer's policies and the section of the Agreement relating to in-app Purchases before buying in-app Purchases.

Because personal accounts for users under age 13 can only be created as part of Family Sharing, deleting such an account in order to remove it from the Family will completely delete the Family member’s account along with all associated content. If you delete any Apple services that require an Apple ID or any content associated with that Apple ID.

Music, movies, TV shows and books can be downloaded from the iTunes Store on up to 10 devices per account, only five of which can be computers.

Apple reserves the right to disconnect a Family in accordance with the "Termination" section of this Agreement.

In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.
Terms and Conditions

1. If you sign up for an Account or use a Service covered by this Agreement on a non-Apple-branded device or computer, you may have access to only a limited set of Account or Service functionality.

2. As a condition to accessing your Account or a Service on a non-Apple-branded device or computer, you agree that all of the terms and conditions found in this Agreement will apply to your use of each Account or Service.

3. Terms found in this Agreement relating to features or Services not available for non-Apple-branded device or computer users will not be applicable to you. These include, for example, the App Store.

4. If you later choose to access your Account or a Service from an Apple-branded device or Apple-branded computer, you agree that all of the terms and conditions contained herein apply to your use of each Account or Service.

5. Apple is not responsible for typographic errors.
B. ITUNES STORE TERMS AND CONDITIONS

THE ITUNES STORE SERVICE

This legal agreement between you and Apple Inc. ("Apple") governs your use of the iTunes Store service (the "iTunes Service").

Apple is the provider of the iTunes Service, which permits you to access, purchase or rent digital content ("iTunes Products") for end user use only under the terms and conditions set forth in this Agreement.

Requirements for Use of the iTunes Service

Use of the iTunes 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.

Only persons age 18 years or older can create accounts.

Accounts for persons under 18 years old can be created by a parent or legal guardian using Family Sharing or by an approved educational institution.

Children under the age of majority should review this Agreement with their parent or guardian to ensure that the child and parent or legal guardian understand it.

The latest version of required software is recommended to access the iTunes Service and may be required for certain transactions or features and to download iTunes Products previously purchased or acquired from the iTunes Service.

You agree to meet these requirements, which may change from time to time, in your responsibility.

The iTunes Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the iTunes Service.

You agree not to use or attempt to use the iTunes Service from outside these locations.

Apple may use technologies to verify your compliance.
Association of Associated Devices is subject to the following terms:

1. You may download or upload previously-acquired iTunes Eligible Content from an Account on up to 10 Associated Devices, provided no more than 5 are iTunes-authorized computers.

2. An Associated Device can be associated with only one Account at any given time.

3. You may switch an Associated Device to a different Account only once every 90 days.

4. You may download previously-acquired free content onto an unlimited number of devices while it is free on the iTunes Service, but on no more than 5 iTunes-authorized computers.

An Apple TV is not an "Associated Device." However, TV show iTunes Products and purchased TV shows or not rented movies iTunes Products may be played back on compatible Apple TV, provided that you may only play back any such TV show or movie on a limited number of Apple TVs at the same time.

Some pieces of iTunes Eligible Content may be large, and significant data charges may result from delivery of such iTunes Eligible Content over a data connection.

iTunes Match permits you to remotely access your matched or uploaded songs, and music videos you have purchased with your Account.

Along with related metadata, playlists, and other information about your iTunes Library (iTunes Match Content), you may subscribe to iTunes Match for an annual fee. You must have a valid credit card on file with iTunes to subscribe.

The subscription is non-refundable (except as required by applicable law), and will automatically renew for one-year periods until you cancel.

Your account will be charged no more than 24 hours prior to the expiration of the current subscription period. You may cancel automatic renewal by adjusting the settings on your computer.

You will no longer be able to access your iTunes Match Content from iTunes Match after the end of your subscription period.

iTunes Match works with libraries that contain up to 100,000 songs which are either purchased on the iTunes Service, or are not currently available on the iTunes Service with your Account.

Songs that do not meet certain quality criteria or that are not authorized for your computer are not eligible for iTunes Match.
The iTunes Service is subject to Apple's Privacy Policy at HTTP://WWW.
apple.com/legal/privacy/.

At all times your information will be treated in accordance with Apple's Privacy Policy.

Once you opt in to the Genius Feature, you will be able to create Genius playlists on Genius-capable devices.

If you prefer that we do not collect and use information from your iTunes library in this manner, you should not enable the Genius Feature. You can disable this opt-in feature at any time by turning off the Genius feature from the Store menu in iTunes on your computer or turning Genius off in the Settings on your device. After you opt out, iTunes will no longer send information about your iTunes library to Apple. If you have elected to share your library from multiple devices, you need to turn off the Genius feature from each device.

By opting in to the Genius Feature, you consent to the use of your information as described above and as described in Apple's Privacy Policy.

Apple reserves the right to change content options (including eligibility for particular Features) without notice. For further information or concerns about closed captioning in specific content within the iTunes Store, please email accessibility@apple.com.

You may also contact Thomas Montgomery, Accessibility, Apple Inc., 1 Infinite Loop, Cupertino, California 95014, Phone Fax: 408-763-5572.
You agree that the iTunes Service and certain iTunes Products include security technology that limits your use of iTunes Products and that, whether or not iTunes Products are limited by security technology, you shall use iTunes Products in compliance with the applicable usage rules established by Apple and its licensors ("Usage Rules"), and that any other use of the iTunes Products may constitute a copyright infringement.

Any security technology is an inseparable part of the iTunes Products. Apple reserves the right to modify the Usage Rules at any time.

You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to the Usage Rules for any reason—or to attempt or assist another person to do so. Usage Rules may be controlled and monitored by Apple for compliance purposes, and Apple reserves the right to enforce the Usage Rules without notice to you.

You agree not to access the iTunes Service by any means other than through software that is provided by Apple. For accessing the iTunes Service, you shall not access or attempt to access an Account that you are not authorized to access.

You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purpose including obtaining unauthorized access to the iTunes Service. Violation of system or network security may result in civil or criminal liability.

You shall be authorized to use iTunes Products only for personal, noncommercial use.

You shall be authorized to use iTunes Products on five iTunes-authorized devices at any time, except for Content Rentals (see below).

You shall be able to store iTunes Products from up to five different Accounts at a time on compatible devices.

You shall be authorized to burn an audio playlist up to seven times.

You shall not be entitled to burn video iTunes Products or tone iTunes Products.

You may copy, store, and burn iTunes Plus Products as reasonably necessary for personal, noncommercial use.
(vi) You shall be able to manually sync a movie from at least one
iTunes-authorized device to another manual sync
device. To perform manual sync
mode, provided that the movie
is associated with an Account on
the primary iTunes-authorized
device, select the primary
iTunes-authorized device is the one
that was synced with the device
for the one that you subsequently
designate as primary using iTunes.

(vii) An HDCP
connection is required to
view content transcribed over HDMI.

(ii) Content Rentals are
viewable on only one device
at a time. You must go
connected to the iTunes
Service when moving rental
and you may do so only
between your computer
and other compatible devices.

Some iTunes Products,
including but not limited to
Content rentals, may be
downloaded only once and
cannot be replaced if lost
for any reason.

If it is your responsibility
not to lose, destroy, or
damage iTunes Products once
downloaded, and you may
wish to back them up.

If you move a rental to a compatible device and then
use the iTunes Service to restore that device, or choose
Settings > Reset > Erase all content and settings on
that device, the rental will be permanently deleted.

Any burning or exporting
Capabilities are solely
accommodation to you and shall
not owed, and Apple assumes
no responsibility for any
unauthorized use.

The delivery of iTunes Products
does not transfer to you any
commercial or promotional use
rights in the iTunes Product.

You acknowledge that,
because some aspects of the iTunes Service,
iTunes Products, and
administration of the
Usage Rules entail the
ongoing involvement of
Apple, if Apple
changed any aspect of
the iTunes Service, which Apple
cannot extend the available time for viewing.

Once you begin viewing, you have twenty-four
(24) hours to finish viewing a movie. Stopping
pausing, or restarting a rental does not
extend the available time for viewing.

You may not be able to
use iTunes Products to the
same extent as prior to such
change or discontinuation,
and that Apple shall have no
liability to you in such case.
SEASON PASS, MULTI-PASS, ITUNES PASS

The full price of the Season Pass, Multi-Pass, or iTunes Pass is charged upon purchase.

You must connect to the iTunes Service and download any remaining Pass content within 90 days after the final Pass content becomes available (or such other time period as may be specified on the purchase page), after which that content may no longer be available for download as part of the purchase.

If automatic renewal is selected when you purchase a Multi-Pass, you will be charged the full price of each subsequent Multi-Pass cycle, unless and until you cancel automatic renewal prior to the beginning of the subsequent Multi-Pass cycle (on the Manage Passes section of your Account Information).

You also agree that you have obtained all necessary rights and licenses. You agree to provide accurate and complete information in connection with your submission of any materials on the iTunes Service.

You hereby grant Apple a worldwide, royalty-free, nonexclusive license to use such materials as part of the iTunes Service or in relation to iTunes Products, without any compensation or obligation to you.

Apple reserves the right to not post or publish any materials, and to remove or sell 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 iTunes 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 Apple's Copyright Policy (http://www.apple.com/legal/copyright.html).

SUBMISSIONS TO THE ITUNES SERVICE

The iTunes Service may offer interactive features that allow you to submit materials (including links to third-party content) on areas of the iTunes 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 pornographic or otherwise objectionable, unacceptable, or in poor taste.
WAIVER AND INDEMNITY

BY USING THE ITUNES SERVICE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW,

TO INDEMNIFY AND HOLD APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONDUCTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR USE OF THIS AGREEMENT, YOUR USE OF THE ITUNES SERVICE,

OR ANY ACTION, TAKEN BY APPLE AS PART OF THE INVESTIGATION OR PROSECUTION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR RECEIVING NOTICE OF A VIOLATION OF THIS AGREEMENT HAS OCCURRED.

THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONDUCTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT TO WHICH YOU SUBMIT OR TRANSMIT THROUGH YOUR ACCESS TO THE ITUNES SERVICE.

OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OR 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 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 iTunes Service.

Such modifications and additional terms and conditions will be effective immediately and incorporated into this agreement. Your continued use of the iTunes Service will be deemed acceptance thereof.

MISCELLANEOUS

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

You may also 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 provide in this Agreement will not constitute a waiver of such right 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 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 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.

(excluding but not limited to Apple’s right to cooperate with any legal process relating to your use of the iTunes Service and/or iTunes Products, and/or a third-party claim that your use of the iTunes Service and/or iTunes Products is unlawful and/or infringes such third party’s rights.)

Terms and Conditions

Part C
YOUR ACCOUNT

As a registered user of the App and Book Services, you may establish an account (Account) and reveal your Account information to anyone else.

You are solely responsible for maintaining the confidentiality and security of your Account. Apple will not be responsible for any unauthorized use of the Account.

In order to purchase and download App and Book Products from the App and Book Services, you must enter your Apple ID and password or use Touch ID to authenticate your Account for transactions. Once you have authenticated your Account using your Apple ID and password, you will not need to authenticate again for fifteen minutes.

During this time, you will be able to purchase and download App and Book Products without reentering your password. You should choose to require entry of your password for each transaction and, separately, to have your device remember your password for free transactions only.

You can turn off the ability to make App and Book Product transactions or change settings for every App and Book Product by adjusting the settings on your device.

You agree to provide accurate and complete information when you register with, and as you use, the App and Book Services (App and Book Registration Data) you provide to Apple for use in maintaining and billing fees to your Account.

You agree to provide accurate and complete information when you register with, and as you use, the App and Book Services (App and Book Registration Data) when you register with, and as you use, the App and Book Services (App and Book Registration Data) you provide for use in maintaining and billing fees to your Account.

You agree to provide accurate and complete information when you register with, and as you use, the App and Book Services (App and Book Registration Data) you provide for use in maintaining and billing fees to your Account.

You may elect automatically receive ("Auto-downloads") copies of all Eligible Content on additional compatible Apple-branded hardware with compatible software by associating such hardware subject to the association rules below, as an "Associated Device".

For each Associated Device, you may specify which type of Eligible Content, if any, may be auto-downloaded to it. On an Associated Device that is capable of receiving push notifications ("Push-Enabled"), including iOS Devices, the Eligible Content will auto-download to that Associated Device when it has an Internet connection.

As an accommodation to you, subsequent to acquiring Eligible Content, you may download from an Associated Device that is not Push-Enabled, including those running on the Windows operating system, Eligible Content that will automatically appear in the download queue and you may manually initiate the download within iTunes.

As you may not be able to subsequently download certain previously-acquired Eligible Content, once you download an item of Eligible Content, it is your responsibility not to lose, destroy, or damage it, and you may want to back it up.
Association of Associated Devices is subject to the following terms:
(1) You may auto-download Eligible Content or download previously-acquired Eligible Content from an Account on up to 10 Associated Devices, provided no more than 8 are iTunes-authorized computers.
(2) An Associated Device can be associated with only one Account at any given time.
(3) You may switch an Associated Device to a different Account only once every 90 days.
(4) You may download previously-acquired free content onto an unlimited number of devices while it is free on the App and Book Services, but on no more than 8 iTunes-authorized computers.

The above terms (1) to (4) do not apply to App Store Products.

Some pieces of Eligible Content may be large or may initiate the ongoing delivery of content based on usage and resource constraints, and significant data charges may result from delivery of such Eligible Content over a data connection.

AUTOMATIC DELIVERY OF UPDATES
Your device or computer will periodically check for updates to the Apps on your device or computer, if available, the update may automatically download and install. Certain App Store Products may also download additional content such as game level or chapter, on an ongoing basis based on usage and resource constraints. You agree that Apple, through the App Store, App Store for Apple TV and Mac App Store, or App Store for Mac App, may automatically download and install updates and content onto your device or computer. You can turn off automatic updates altogether at any time by changing the automatic update settings on your device or computer. To prevent the download of an-emailed content within an App Store Product, delete the App Store Product from your device.

APP BUNDLES
Some App Store Products may contain multiple items (“App Bundles”). The price displayed in an App Bundle is the price you will be charged upon purchasing the App Bundle. The App Bundle price may be reduced to account for App Store Products you have already purchased or acquired, but may include a minimum charge to consider the App Bundle.

PRIVACY

USE OF APP AND BOOK PRODUCTS AND THE APP AND BOOK SERVICES
You agree that the App and Book Services and certain App and Book Products include security technology that limits your use of App and Book Products and that, whether or not App and Book Products are limited by security technology:

- you shall use App and Book Products in compliance with the applicable usage rules established by Apple and its principal (“Usage Rules”), and that any other use of the App and Book Products may constitute a copyright infringement;
- Any security technology is an inseparable part of the App and Book Products. Apple reserves the right to modify the Usage Rules at any time.
- You agree to not violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to such Usage Rules for any reason—or to attempt or assist another person to do so.
- Usage Rules may be controlled and monitored by Apple for compliance purposes, and Apple reserves the right to enforce the Usage Rules without notice to you.

You agree not to access the App and Book Services by any means other than through a device registered by you for accessing the App and Book Services. You shall not modify or circumvent this security technology or attempt to access an account that you are not authorized to access.

You agree not to modify the software in any manner or form, or to use modified versions of software, for any purposes including obtaining unauthorized access to the App and Book Services. Violations of system or network security may result in civil or criminal liability.
You agree to provide accurate and complete information in connection with your submission of any materials on the App and Book Services.

You may not submit reviews or ratings for App Store Products downloaded using a promotional Content Code.

You understand that by using the App and Book Services, you may encounter material that may be deemed offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material.

Nevertheless, you agree to use the App and Book Services at your sole risk and Apple shall have no liability to you for material that may be found to be offensive, indecent, or objectionable.

Apple and Book Product types and descriptions are provided for convenience, and you agree that Apple does not guarantee their accuracy.

You agree that Apple is not responsible for examining or evaluating the content for accuracy and Apple does not warrant and will not have any liability or responsibility for any third-party materials or websites, 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.

You agree that Apple has the right, but not the obligation, to monitor any materials submitted by you or otherwise disseminated on or through the App and Book Services, and to take any action that Apple in its sole discretion deems appropriate.

Including, without limitation, termination hereunder or under Apple’s Copyright Policy by removing the infringing material or disabling your Apple ID.

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.

You hereby grant Apple a non-exclusive, royalty-free, non-assignable license to use such materials as part of the App and Book Services or in relation to App and Book Services, without any compensation or obligation to you.

You acknowledge that, because some aspects of the App and Book Services, App and Book Products, and administration of the App and Book Services may result in the ongoing involvement, exposure to or dissemination of the App and Book Services and its use by others, you may be exposed to material that may be deemed offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit materials.

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.

You also agree that you have obtained all necessary rights and licenses.

You agree to use the App and Book Services in a manner that does not infringe or violate the rights of any other party and that Apple is not in any way responsible for any such use by you.

The App and Book Services may offer interactive features that allow you to submit materials (including links to third-party content) on any aspect of the App and Book Services accessible and viewable by other users of the App and Book Services.

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You expressly agree that your use of, or inability to use, the App and Book Services is at your sole risk. The App and Book Services and all products and App and Book Services delivered to you through the App and Book Services are (except as expressly stated by Apple) 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.

Apple shall use reasonable efforts to protect information submitted by you in connection with the App and Book Services, but you agree that your submission of such information is at your sole risk.

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Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, Apple’s liability shall be limited to the extent permitted by law.

Because some jurisdictions do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you.

You shall be responsible for backing up your own system, including any App and Book Products purchased or acquired from the App and Book Services.
**Waiver and Indemnity**

By using the App and Book Services, you agree to the extent permitted by law, to waiver and indemnify, Apple, its parents, subsidiaries, affiliates, distributors, employees, officers, agents, contractors, principals, and licensees harmless with respect to any claims arising out of your breach of this Agreement.

**Your Use of the App and Book Services, or Any Action Taken by Apple as Part of Its Investigation of a Suspected Violation of This Agreement or as a Result of Its Pining 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, principals, and licensees. A violation of this agreement has occurred.

**Changes**

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

**Miscellaneous**

This Agreement constitutes the entire agreement between you and Apple and governs your use of the App and Book Services, 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, certain App and Book Products, 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 provision 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 App and Book Services are 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 App and Book Services. All transactions on the App and Book Services are governed by California law, without giving effect to its conflict of law provisions. Your use of the App and Book Services may also be subject to other laws.

You expressly agree that exclusive jurisdiction for any claims or disputes with Apple or relating in any way to your use of the App and Book Services resides in the courts in the State of California. You agree and hereby consent to personal jurisdiction and venue in such courts.

No Apple employee or agent has the authority to vary 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 App and Book Services and/or App and Book Products, and/or a third-party claim that your use of the App and Book Services and/or App and Book Products is unlawful and/or infringes such third party’s rights).

**STATUTORY EXCEPTIONS FOR PUBLIC INSTITUTIONS**

If you are a qualified public educational or government institution and any part of this Agreement, such as, by way of example, all or part of the indemnification section, is invalid or unenforceable against you because of applicable state or federal law, then that portion shall be deemed invalid or unenforceable, at the case may be, and instead construed in a manner most consistent with applicable governing law.

**ADDITIONAL MAC APP STORE AND APP STORE TERMS AND CONDITIONS**

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Last Updated: October 21, 2019
DEVELOPMENT NOTES


Each page is based on a specific preexisting comics page or series of panels, as noted in the index. Initially, I drew 10 to 14 pages at a time, in concentrated work periods. These drawn pages were then combined with the iTunes text. I would occasionally shuffle the order of the drawn pages to allow for some interesting juxtaposition of word and image, but generally any connection between the two was complete happenstance.

When I began the project in November 2014, the most recent version of the Terms and Conditions was dated September 17, 2014 and consisted of three parts and 15,791 words. My first 35 comics pages were completed in April 2015 and self-published as a black and white mini-comic, iTunes Terms and Conditions, Parts A and B.

While I was drawing the pages for Part C, the Terms and Conditions were updated on June 30, 2015 and expanded to four parts and 20,554 words. I went back and corrected the text on the completed pages and finished the rest. A revised 36 page edition of Part A and Part B was self-published in September 2015. That same month, the final 58 pages were also compiled as a black and white mini-comic, iTunes Terms and Conditions, Parts C and Part D.

These 94 black and white pages plus the mini-comic covers were posted online, one per day, on my Tumblr, iTunes Terms and Conditions: The Graphic Novel, between September 16 and December 19, 2015 (itunesandco.tumblr.com).

For this collected edition, I have added the chapter title pages for Parts B and D, retouched and/or colored every page, and revised the text once again, to the most current update, October 21, 2015. This version consists of 20,669 words.

The artwork was drawn and lettered digitally using Photoshop and InDesign, with a Cintiq pen display connected to an iMac, naturally.

-- R. Sikoryak, August 2016
THE CONTRACT EVERYONE AGREES TO BUT NO ONE READS

"Terms and conditions just got a lot more readable, thanks to comics artist R. Sikoryak." — The Guardian

"[Terms and Conditions] makes for surprisingly engaging reading — proof, if it were needed, that comics make everything better." — Wired

"A very clever piece of work." — The Washington Post

"Deeply weird, sometimes revelatory...an admirable, and delightfully idiosyncratic, survey of the existing diversity in the comics medium — stylistic, thematic, and cultural." — Slate

"R. Sikoryak is a virtuoso cartoonist." — The Observer

"'Awesome' and 'inspiring' probably aren't the words that leap to mind when you scroll through Apple's iTunes contract — but that's about to change..." — The Huffington Post

"Hilarious." — Time

"Outside of the novelty of such a project (and its usefulness, since you're far more likely to actually read the godforsaken thing now) the best part is seeing R. Sikoryak style every page into a different comics homage." — GQ

"R. Sikoryak hit a cultural sweet spot [with this] graphic novel adaptation of the complete and unabridged legal text of Apple's iTunes terms and conditions agreement." — Publishers Weekly

"Each of R. Sikoryak's iTunes drawings is a masterpiece." — Gadgette

"A fascinating, very well-drawn reframing of the binding agreement that all of us are far too unfamiliar with." — Fusion

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