

Apple App Store Terms

If Customer downloads, accesses, purchases, or subscribes to PlanCrAI through Apple's App Store, the following terms apply in addition to the other provisions of these Terms:

1. Acknowledgment

These Terms are entered into between Customer and PlanCrAI Inc. only, and not with Apple Inc. or any of its subsidiaries (collectively, "**Apple**"). PlanCrAI Inc., not Apple, is solely responsible for PlanCrAI, the licensed application, and its content, subject to these Terms. These Terms are not intended to provide usage rules for PlanCrAI that conflict with the Apple Media Services Terms and Conditions. Customer acknowledges that Customer has had the opportunity to review the Apple Media Services Terms and Conditions.

2. Scope of License

The license granted to Customer for PlanCrAI is limited to a non-transferable license to use PlanCrAI on Apple-branded products that Customer owns or controls and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions. PlanCrAI may also be accessed and used by other accounts associated with the purchaser through Family Sharing, volume purchasing, or other arrangements permitted by Apple's applicable Usage Rules.

3. Maintenance and Support

PlanCrAI Inc., not Apple, is responsible for providing any maintenance and support services for PlanCrAI that are specified in these Terms or required by applicable law. Apple has no obligation to provide maintenance or support services for PlanCrAI.

4. Warranties

PlanCrAI Inc. is responsible for any product warranties concerning PlanCrAI, whether express or implied by applicable law, to the extent those warranties have not been effectively disclaimed under these Terms. If PlanCrAI fails to conform to an applicable warranty, Customer may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for PlanCrAI, in accordance with Apple's applicable procedures. To the maximum extent permitted by applicable law, Apple has no other warranty obligation concerning PlanCrAI. PlanCrAI Inc., not Apple, is responsible for any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure of PlanCrAI to conform to an applicable warranty, subject to the disclaimers, exclusions, and limitations contained in these Terms and applicable law.

5. Product Claims

PlanCrAI Inc., not Apple, is responsible for addressing claims by Customer or a third party relating to PlanCrAI or Customer's possession or use of PlanCrAI, including:

1. product-liability claims;
2. claims that PlanCrAI fails to comply with an applicable legal or regulatory requirement; and
3. claims arising under consumer-protection, privacy, or similar laws.

Nothing in these Terms limits PlanCrAI Inc.'s liability beyond what applicable law permits.

6. Intellectual Property Claims

If a third party claims that PlanCrAI or Customer's possession or use of PlanCrAI infringes that third party's intellectual-property rights, PlanCrAI Inc., not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of the intellectual-property infringement claim, subject to the indemnification procedures, exclusions, remedies, and limitations contained in these Terms.

7. Legal Compliance

Customer represents and warrants that:

1. Customer is not located in a country subject to a United States government embargo or designated by the United States government as a terrorist-supporting country; and
2. Customer is not listed on any United States government list of prohibited or restricted parties.

8. Developer Contact Information

Questions, complaints, or claims concerning PlanCrAI should be directed to:

PlanCrAI Inc.

980 N. Michigan Ave. Ste 1090
Chicago, Illinois 60611, US
Telephone: 618-670-6904
Email: info@plancrai.com

9. Third-Party Terms

Customer must comply with applicable third-party terms when using PlanCrAI, including Apple's applicable Usage Rules and the terms governing Customer's wireless-data service, internet service, Apple account, device, payment method, and any third-party service or integration used with PlanCrAI.

10. Apple as Third-Party Beneficiary

Customer and PlanCrAI Inc. acknowledge and agree that Apple and its subsidiaries are third-party beneficiaries of these Terms as they relate to PlanCrAI's distribution through the App Store. Upon Customer's acceptance of these Terms, Apple will have the right, and will be deemed to have accepted the right, to enforce this Schedule against Customer as a third-party beneficiary.

11. Conflict with Apple Terms

If this Schedule conflicts with another provision of these Terms, this Schedule controls solely with respect to PlanCrAI downloaded or obtained through the App Store. If this Schedule conflicts with a mandatory requirement of the Apple Media Services Terms and Conditions or Apple's applicable Usage Rules, Apple's terms control solely to the extent of that conflict.