

APPLE TV RENTAL POLICY

Amazing Life Foundation

Effective Date: March 25, 2025

1. INTRODUCTION

This Apple TV Rental Policy ("Rental Policy") governs your rental and use of Apple TV devices ("Apple TVs") provided by Amazing Life Foundation ("ALF," "We," "Us," or "Our") as the exclusive means to access the Amazing Play software platform ("APlay") and ALF's proprietary Orange® curriculum content ("ALF Content") under the Amazing Play End User License Agreement ("EULA") and Content Subscription and Access Agreement ("Content Agreement"). By accepting delivery of an Apple TV from ALF, you, the individual, church, or ministry organization ("You" or "User"), agree to be bound by this Rental Policy, the EULA, and all referenced agreements (available at <https://thinkorange.com/legal/>). ALF retains sole ownership of the Apple TVs, and your use is strictly limited as outlined herein.

2. OWNERSHIP AND RENTAL TERMS

- **Ownership:** ALF is the sole owner of all Apple TVs provided to You. You acknowledge that the Apple TVs are rented, not sold, and You acquire no ownership rights, title, or interest in them, consistent with Apple's terms prohibiting transfer of ownership (Apple Media Services Terms, Section A).
- **Rental Purpose:** The Apple TVs are provided exclusively for accessing APlay and ALF Content during an active Subscription Term (as defined in the EULA, Section 3), solely for Your ministry program (or personal use, if an individual subscriber), per the EULA and Content Agreement.
- **Rental Period:** The rental period aligns with Your Subscription Term (Initial Term of one year from delivery, with 30-day auto-renewal or early renewal options), ending upon subscription expiration, cancellation, or termination of the EULA. You must return the Apple TV to ALF upon conclusion of the rental period as specified in Section 6.

3. USE LIMITATIONS

- **Permitted Use:** You may use the Apple TV only to access APlay and ALF Content via ALF's cloud servers, in accordance with the EULA (Section 2) and Usage Guidelines for Orange® Curriculum and Products (e.g., ministry-only use, no public posting). No other software, services, or content (e.g., personal apps, streaming services) may be installed or accessed on the Apple TV, aligning with Apple's restriction on unauthorized use (Apple Media Services Terms, Section A).
- **Restrictions:** You may not:

- Modify, repair, disassemble, or alter the Apple TV hardware or pre-installed software;
- Use the Apple TV for any purpose other than accessing APlay (e.g., personal entertainment, commercial use);
- Transfer, lease, lend, or provide the Apple TV to third parties;
- Attempt to bypass ALF's security measures or access APlay independently of the rented Apple TV;
- Use the Apple TV in violation of federal or state laws, this Rental Policy, the EULA, or Apple's Terms (e.g., export laws, 15 U.S.C. § 45).
- **User Responsibility:** You are responsible for all activities conducted using the Apple TV under Your account and must ensure compliance by Your authorized users (e.g., employees, volunteers).

4. CARE AND MAINTENANCE

- **Condition:** You must maintain the Apple TV in good working condition, using reasonable care to protect it from damage, loss, theft, or misuse. Normal wear and tear is expected, but You are liable for damage beyond this (e.g., water damage, physical breakage).
- **Technical Requirements:** You must provide a stable internet connection and power source for the Apple TV, per EULA Section 5. ALF is not liable for connectivity issues outside its control.
- **Repairs:** You may not attempt repairs or modifications. Contact ALF at customercare@thinkorange.com or (866) 343-4874 for support or replacement if the Apple TV malfunctions due to defects not caused by Your misuse.

5. FEES AND LIABILITIES

- **Rental Fee:** The Subscription Fee (per EULA Section 2) includes the Apple TV rental cost, payable annually with auto-renewal on day 335 of 365 or upon early renewal, per the Terms and Conditions: Subscription with Automatic Renewal (Section 1).
- **Damage or Loss:** If the Apple TV is lost, stolen, or damaged beyond normal wear due to Your negligence or misuse, You are liable for a replacement fee equal to the device's current market value (e.g., \$149 for Apple TV 4K as of April 2025, subject to change), plus shipping costs.
- **Non-Return Fee:** Failure to return the Apple TV within 15 days of Subscription Term end incurs a fee equal to the replacement cost plus a \$50 late penalty, enforceable under Georgia contract law (O.C.G.A. § 13-6-7).

6. RETURN OF APPLE TV

- **Return Process:** Upon Subscription Term end (expiration, non-renewal, or termination), You must return the Apple TV to ALF within 15 days, including all accessories (e.g., remote, power cord), using ALF's prepaid shipping label (provided upon request to customercare@thinkorange.com).

- **Condition:** The Apple TV must be returned in working condition, subject to normal wear. ALF will inspect returned devices and notify You of any fees for damage or missing items within 30 days.
- **Failure to Return:** Non-returned Apple TVs remain ALF property, and ALF may pursue legal remedies (e.g., replevin, injunctive relief) to recover them, per Georgia law (O.C.G.A. § 44-12-150) and Apple's enforcement rights (Apple Media Services Terms, Section A).

7. TERMINATION AND ENFORCEMENT

- **Termination:** ALF may terminate Your rental rights immediately, without refund, if You breach this Rental Policy, the EULA, or Content Agreement (e.g., unauthorized use, non-payment), per EULA Section 11. You must return the Apple TV upon termination notice.
- **Enforcement:** ALF may take steps to enforce this Rental Policy, including remote disabling of the Apple TV or APlay access, consistent with Apple's enforcement rights (Apple Media Services Terms, Section A). You waive claims against ALF for such actions, per EULA Section 9.

8. COMPLIANCE WITH LAWS AND APPLE TERMS

- **Legal Compliance:** Your use of the Apple TV must comply with all applicable federal and state laws (e.g., FTC Act, 15 U.S.C. § 45; California ARL, Cal. Bus. & Prof. Code § 17600 et seq.; Texas DTPA, Tex. Bus. & Com. Code § 17.41 et seq.), including export restrictions (15 CFR § 730 et seq.).
- **Apple Terms:** This Rental Policy adheres to Apple's Media Services Terms (e.g., no modification, compliance with laws, ALF ownership retention) and does not conflict with Apple's hardware usage restrictions. You must not use the Apple TV in ways that violate Apple's terms (e.g., jailbreaking, unauthorized software).

9. MISCELLANEOUS

- **Entire Agreement:** This Rental Policy, with the EULA, Content Agreement, Terms and Conditions, Cancellation Policy, Return and Refund Policy, and Usage Guidelines, constitutes the full agreement regarding Apple TV rental.
- **Amendments:** ALF may update this policy, notifying You via APlay or email. Continued use post-update constitutes acceptance.
- **Governing Law:** Governed by Georgia law, per EULA Section 12, with disputes resolved via arbitration as outlined therein.
- **Contact:** Questions or issues? Contact ALF at customer care@thinkorange.com or (866) 343-4874.