

AppleCare Premium Service and Support Plan Terms and Conditions

Your AppleCare Premium Service and Support (“APSS” or “Plan” or “Service Plan”), is governed by these Terms and Conditions and constitutes your service contract with Apple Sales International, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland (“Apple”). Subject to these Terms and Conditions, your Plan (i) covers defects for the Apple-branded Xserve or the Xserve RAID computer listed in your Plan’s Certificate or Proof of Coverage document (“Plan Confirmation”) and the accessories that are contained in the product(s) original packaging (“Covered Equipment”), and (ii) provides you with access to telephone support and web-based support resources for the Covered Equipment. To obtain the Plan Confirmation you must register your Plan’s unique agreement or registration number (“Plan Agreement Number”) as described in the instructions included in the Plan’s packaging. Customers choosing the Auto-Registration option, where available, will automatically receive their Plan Confirmation. The duration of the Plan (“Coverage Period”) is for the period ending on the date specified in your Plan Confirmation. The price of the Plan is listed on the Plan’s original sales receipt. The financial obligations of this Plan are backed by Apple Sales International. Should Apple Sales International fail to meet those obligations, Apple Operations Europe, a company registered under the laws of the Republic of Ireland, would assume such obligations.

1. Repair Coverage

- a. **Scope of Coverage.** Your eligibility for the Plan’s coverage for defects begins on the date your Covered Period begins and terminates at the end of the Coverage Period (“Repair Coverage Period”). Apple will provide both parts and labor, but may require you to replace certain readily installable parts yourself, as described below. Apple may provide replacement product or parts that are manufactured from new, refurbished or serviceable used parts. The replacement product or parts will be functionally equivalent to the replaced products or parts and will assume the remaining coverage under the Plan. The products or parts that are replaced become Apple’s property. Apple strongly advises you to record as a back up, data and software residing or recorded in the Covered Equipment, before having the Covered Equipment available for repair or replacement services. Under APSS, Apple covers the Covered Equipment and one Apple branded display if purchased at the same time and registered with a covered Xserve. An Apple-branded mouse and keyboard are also covered under APSS if included with the Covered Equipment. Apple-branded RAM modules and Apple-branded PCI expansion or graphics cards are also covered under APSS if owned by you and used with the Covered Equipment. If during the Repair Coverage Period there is a defect in the materials or workmanship of the Covered Equipment or the other covered items described above, Apple will at its option, repair or replace the affected item. However, Apple will not cover any defects or failure due to any software or data residing or recorded in the Covered Equipment. Apple will use reasonable efforts to reinstall the Covered Equipment’s original software configuration and subsequent update releases, but will not provide any recovery or transfer for software or data not originally installed on the Covered Equipment. Service may be limited or not available for up to thirty (30) days after a new model of the Covered Equipment is released.
- b. **Limitations.** The Plan does not cover:
 - i. Installation, removal or disposal of the Covered Equipment, or installation, removal, repair, or maintenance of non-Covered Equipment (including accessories, attachments, or other devices such as external modems) or electrical service external to the Covered Equipment;
 - ii. Damage to the Covered Equipment caused by accident, abuse, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than Apple or an Apple Authorized Service Provider), unauthorized

- modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes;
- iii. Covered Equipment with a serial number that has been altered, defaced or removed;
 - iv. Problems caused by a device that is not the Covered Equipment, including equipment that is not Apple-branded, whether or not purchased at the same time as the Covered Equipment;
 - v. Service necessary to comply with the regulations of any government body or agency arising after the date of this Plan;
 - vi. The provision of replacement equipment during the period when the Covered Equipment is being repaired;
 - vii. Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety;
 - viii. Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
 - ix. Consumable parts, such as batteries unless failure has occurred due to a defect in materials and workmanship;
 - x. Preventative maintenance on the Covered Equipment; or
 - xi. Damage to, or loss of any software or data residing or recorded in the Covered Equipment.
- c. Service Options. Apple may provide service through one or more of the following options:
- i. Carry-in service. Return the Covered Equipment requiring service to an Apple-owned retail store or an Apple Authorized Service Provider location offering carry-in service. Service will be performed at the location, or the store or service provider may send the Covered Equipment to an Apple repair service location to be repaired. Once you are notified that service is complete, you will promptly retrieve the product.
 - ii. On-site service. On-site service is available if the location of the Covered Equipment is within the scope of the on-site coverage area as described on the online Service Plan Support Page (<http://www.apple.com/legal/applecare/acpssgeos.html>). When on-site service is requested within the coverage area, Apple will dispatch a service technician to the location of the Covered Equipment for the purpose of performing services. Apple will use reasonable efforts to provide a service technician at the location within the response times specified on the Service Plan Support Page. If a service technician visits a location at an agreed time and no Customer representative is available to provide access, an additional fee may apply. Further information about onsite service, including service coverage area and response times is available at the Service Plan Support Page.
 - iii. Direct mail-in service. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid way bills (and if you no longer have the original packaging, Apple may send you packaging material) and you will ship the Covered Equipment to Apple's repair service location in accordance with its instructions. Once service is complete, the Apple repair service location will return the Covered Equipment to you. Apple will pay for shipping to and from your location if all instructions are followed.
 - iv. Do-It-Yourself Parts service. Do-It-Yourself Parts service allows you to service your own product. If Do-It-Yourself Parts service is available in the circumstances, the following process will apply.

1. Do-It-Yourself Parts service where Apple requires return of the replaced part. Apple may require a credit card authorization as security for the retail price of the replacement part and applicable shipping costs. If you are unable to provide credit card authorization, Do-It-Yourself Parts service may not be available to you and Apple will offer alternative arrangements for service. Apple will ship you a replacement part with installation instructions and any requirements for the return of the replaced part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the part and shipping to and from your location. If you fail to return the replaced part as instructed, Apple will charge the credit card for the authorized amount.
2. Do-It-Yourself Parts service where Apple does not require return of the replaced part. Apple will ship you free of charge a replacement part accompanied by instructions on installation and any requirements for the disposal of the replaced part. Apple is not responsible for any labor costs you incur relating to Do-It-Yourself Parts service.

Apple reserves the right to change the method by which Apple may provide repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service, including but not limited to onsite service at any time. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Covered Equipment cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Apple may repair or exchange defective products and parts with comparable products and parts that comply with local standards.

- d. Obtaining Service. To obtain service under this Plan, access the Apple website or call the telephone number listed in the Plan Confirmation or on the Service Plan Support Page. When accessing the website, follow the instructions for requesting repair service provided by Apple. If calling, an Apple technical support representative will answer, request your Plan Agreement Number, advise you and determine what service is necessary for the Covered Equipment. All service is subject to Apple's prior approval. Keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan. Proof of purchase may be required if there is any question as to your product's eligibility for Plan coverage.
2. Technical Support
 - a. Scope of Coverage. Your eligibility for the Plan's technical support begins on the date your Coverage Period begins and terminates at the end of the Coverage Period ("Technical Coverage Period"). During the Technical Coverage Period Apple will provide you with access to telephone technical support and web-based technical support resources. Technical support includes assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery) using the graphical user interface commands, including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware repairs are required, all in connection with the originally configured Covered Equipment and Apple's proprietary Mac OS X Client or Server software product installed thereon, and updates thereof that are licensed commercially by Apple and are not in beta or pre-release form ("Supported Product"). Under the

Plan, Apple will provide technical support for the purpose of resolving a specific, discrete problem that can be answered by isolating its origin to a single cause ("Support Incident"). Apple, in its sole discretion, will determine what constitutes a Support Incident. A Support Incident is resolved when Apple provides either: (a) information that resolves the problem; (b) information on how to obtain a software solution that will resolve the problem; (c) notice that the problem is caused by a known, unresolved issue or an incompatibility issue with the Supported Product; (d) information that identifies the problem as being resolved by upgrading to a newer release of the Supported Product; or (e) notice that the problem has been identified as a hardware equipment issue. Technical support will be provided exclusively to you. Apple grants you a nonexclusive, nontransferable, limited license to use the technical support exclusively for the purpose of assisting you in your use of the Supported Product. You may not use or distribute the information provided as part of the technical support services in support of any third party use.

- b. Limitations. The Plan does not cover:
 - i. the use or modification of a Supported Product in a manner for which it is not intended,
 - ii. the use of a third-party or Apple branded product that is not a Supported Product, whether or not bundled with the Covered Equipment,
 - iii. your failure to upgrade a Supported Product to a more current software release
 - iv. the use of a Supported Product that may be resolved through the use or configuration of an operating system's non-graphical command line functions,
 - v. the use of scripting, FX scripting, programming, compiling, bug tracking, debugging, infrastructure design, content creation, content customization, multimedia project planning/design, resource management, budgeting or training
 - vi. software designated as "beta", "prerelease," or "preview" or similarly labeled software, or
 - vii. Damage to, or loss of any software or data residing or recorded in the Covered Equipment.
 - c. Obtaining Service. You may obtain technical support by calling the telephone number listed in the Plan Confirmation or on the Service Plan Support Page.
3. Customer's Responsibilities. To receive support, you must register the Plan by following the instructions provided by Apple. Once registered, you may obtain support by following the instructions provided by Apple. You are responsible for all fees in establishing and maintaining email and telephone communication with Apple. You agree to cooperate with and follow instructions provided by Apple, including but not limited to assisting Apple diagnose or replicate an issue. You will ensure that while providing support, Apple has permission to access and use the Covered Equipment and any necessary third party equipment including all data, hardware and software components. Certain third party equipment warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment. It is your responsibility to ensure that the effect on the terms of warranty by Apple support is acceptable to you. You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs. You agree to maintain and implement a complete data backup and disaster recovery plan. You agree to have a reasonable understanding of the Supported Products. In the event Onsite service is provided, you will provide free, safe, and sufficient access to your facilities to allow Apple or its agents to perform service. You will ensure that any information or data disclosed to Apple is not confidential or proprietary. You will not use support received under these Terms and Conditions in a fraudulent or abusive manner.

You agree to retain the Proof of Coverage document and the original sales receipt for the Covered Equipment and Service Plan to verify eligibility for coverage.

4. Limitation of Liability/Disclaimer of Warranties. FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS PLAN SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY THE APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER RIGHT TO SEEK FOR DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APPLE'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. APPLE SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO (i) REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, AND (ii) MAINTAIN THE CONFIDENTIALITY OF DATA. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT APPLE'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR (II) FRAUD.

TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, APPLE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. .

5. Cancellation. Subject to applicable law, Apple may change or terminate these Terms and Conditions, including the terms described on the Service Plan's Support Page upon not less than thirty (30) days' notice to you. If Apple cancels these Terms and Conditions, you will receive a pro-rata refund for the Service Plan's unexpired term. Apple may terminate these Terms and Conditions immediately, if you make a misrepresentation or breach any of the Terms and Conditions. If Apple cancels these Terms and Conditions for your misrepresentation or breach, the sums paid for the Service Plan will be non-refundable. You may cancel the Terms and Conditions at any time for any reason. You may cancel by providing written notice either via mail or fax to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland (fax number: +353-(0)21-428-3917). Your notice of cancellation must be accompanied by a copy of the proof of purchase of the Service Plan. Unless applicable law provides otherwise, if you cancel within thirty (30) days of Apple's acceptance of your Plan, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund less the value of any services provided under the Plan. This cancellation fee will not be applicable when cancellation is based on a statutory Consumer right of withdrawal or consumer right of return (such as during a statutory cooling-off period). If you cancel more than thirty (30) days after Apple's acceptance of your Plan, or receipt of these Terms and Conditions, whichever occurs later, you will receive a pro-rata refund of the Service Plan's original purchase price, based on the unexpired Coverage Period, less (i) the applicable cancellation fee of listed in section 8 or ten (10%)

percent of the pro-rata amount, whichever is less, and (ii) the value of any services provided to you under the Service Plan. All terms and conditions, limitations, exclusions and warranties contained herein that by their sense and context are intended to survive the termination of these Terms and Conditions, shall so survive.

6. **Transfer of Plan.** You may transfer this Service Plan by sending or faxing notice of transfer to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland (fax number: +353-(0)21-428-3917). Written notice of transfer must include the Service Plan's agreement number, proof of purchase of the Service Plan, and the name, address, telephone number and email address of the transferee.
7. **Miscellaneous.**
 - a. **Supported Languages;** All Support Services shall be provided in English, French or German only. This Plan is not available where prohibited by law.
 - b. **Force Majeure.** Apple will not be liable for performance delays or for non-performance due to causes beyond its reasonable control.
 - c. **Use of Support Services.** These Terms and Conditions are intended to support Covered Equipment that is being used in commercial or educational environments only.
 - d. **Additional Rights to Warranty.** The Covered Equipment may come with a limited warranty from Apple. It is your responsibility to review the terms of the warranty to identify the rights and remedies contained therein. The rights provided under these Terms and Conditions are additional to those contained in the Covered Equipment's warranty.
 - e. **Use of Third Parties.** Apple may subcontract or assign performance of its obligations under these Terms and Conditions to third parties, but shall not be relieved of its obligations to you in doing so.
 - f. **Additional Services.** Any additional services provided as part of the Service Plan will be governed by these Terms and Conditions. In the event that software is made available as part of the support of this Service Plan, such software shall be the copyrighted work of Apple and/or its suppliers. You may install, reproduce, and use the software exclusively for the purpose of supporting the Supported Products, but, except as may be permitted by applicable law, may not decompile, reverse engineer, modify, rent, lease, loan, or create derivative works in the software. If the software is subject to the terms of a separate license agreement, the terms of the separate license agreement shall govern the software's terms of use. If you order an AppleCare Service Parts Kit, you acknowledge that its price is not included as part of this Service Plan.
 - g. **Waiver; Severability.** A waiver of any breach or default under these Terms and Conditions shall not constitute a waiver of any subsequent breach or default. If a court of competent jurisdiction holds that any provision of these Terms and Conditions is invalid or unenforceable, the remaining portions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Terms and Conditions.
 - h. **Recording Calls.** In delivering Support Services Apple may record part or all of the calls between you and Apple for quality assurance and reference purposes.
 - i. **Governing Law.** The laws of the country where entitlement to this Plan was purchased and activated shall be the relevant law of this Plan. This choice of law does not include the conflicts of laws provisions thereof nor the UN Sales Convention.
 - j. **Customer Data.** You agree and understand that it is necessary for Apple to collect, process and use its data in order to perform the service and support obligations under the Service Plan. This may include the necessity to transfer data to affiliated companies or service providers located in the European Union, South Africa, Australia, India, Japan, Canada, the People's Republic of China or the U.S. Apple has

security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Apple regarding the processing of data, and Apple will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above, notify Apple at the telephone numbers provided or if you have questions regarding how your data may be impacted by being processed in this way.

- k. Privacy. Apple will protect your information in accordance with Apple Customer Privacy Policy available at URL www.apple.com/legal/privacy. If you wish to have access to the information that Apple holds on you or if you want to make changes, you may access URL www.apple.com/contact/myinfo to update personal contact preferences or you may contact Apple's European data controller at privacyeurope@apple.com.
- l. Complete Agreement. These Terms and Conditions including any additional terms referenced herein constitute the entire agreement between Apple and you with regard to the Service Plan and the services provided thereunder and supersedes all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon Apple unless made in writing and signed by an authorized representative of Apple. Any term or condition on any order or other document submitted by you shall be of no force or effect whatsoever, and is specifically rejected. These Terms and Conditions shall not renew without the written consent of Apple.

8. Country Variations

The following country variations will control if inconsistent with any other provision of this Plan:

AUSTRIA

SECTION 4 - SECTION 4 IS REPLACED BY THE FOLLOWING:

AN OBLIGATION FOR DAMAGES OF APPLE AS WELL AS OF ANY OF ITS EMPLOYEES OR AGENTS ON THE BASIS OF A CONTRACT OR ON ANY OTHER BASIS WHATSOEVER ONLY EXISTS TO THE EXTENT THAT SUCH DAMAGE HAS BEEN CAUSED DUE TO NEGLIGENCE OR WILFULL INTENT. APPLE WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF EXPECTED BUT NOT REALISED OPPORTUNITIES, INDIRECT DAMAGES OR CONSEQUENTIAL DAMAGES, DAMAGES TO DATA OR DAMAGES ARISING FROM THIRD PARTIES' CLAIMS.

Section 5 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

BELGIUM

Section 5 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

Section 5 is completed by the following: "If you are a consumer, please note that your right to repent according to the Trade Practices and Consumer Protection Act of 14 July 1991 is taken into account in section 5, Cancellation."

DENMARK

Section 5 - Section 5 is completed by the following provisions:

a - If you are a consumer and you have entered this Plan through the Apple Store web site or through another distance contract (e.g., through the phone), you may cancel the Plan within

fourteen days following your purchase of the Plan, or receipt of these Terms and Conditions, whichever occurs later, and you will receive a full refund in accordance with the Consumer Contracts Act.

b - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of Dkr180.00 or 10 per cent of the pro-rata amount, whichever is less.

FINLAND

SECTION 4 - IF YOU ARE A CONSUMER, NOTHING IN THIS PLAN SHALL LIMIT OR EXCLUDE APPLE'S LIABILITY FOR ANY BREACH OF LEGISLATION. NOTHING IN THIS PLAN SHALL LIMIT THE STATUTORY RIGHTS OF CONSUMERS.

IF YOU ARE NOT A CONSUMER:

- THIS PLAN SETS OUT THE FULL EXTENT OF APPLE'S OBLIGATIONS AND LIABILITIES IN RESPECT OF THE SUPPLY OF PRODUCTS (AND PERFORMANCE OF TELEPHONE SUPPORT AND WARRANTY SERVICES) AND PERFORMANCE OF ANY SERVICES;
- THERE ARE NO WARRANTIES, CONDITIONS OR OTHER TERMS THAT ARE BINDING ON APPLE EXCEPT AS EXPRESSLY STATED IN THIS PLAN; AND
- ANY WARRANTY, CONDITION OR OTHER TERM CONCERNING PRODUCTS OR SERVICES WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED IN THIS PLAN BY STATUTE, COMMON LAW, LAWS APPLICABLE IN THE COUNTRY WHERE YOU PURCHASED THE PLAN OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY IMPLIED TERM AS TO QUALITY, FITNESS FOR PURPOSE, REASONABLE CARE AND SKILL) IS HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN PARTICULAR, APPLE WILL NOT BE RESPONSIBLE FOR ENSURING THAT THE PLAN IS SUITABLE FOR YOUR PURPOSES.

NOTHING IN THIS PLAN SHALL LIMIT OR EXCLUDE APPLE'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR FRAUD.

SUBJECT TO ABOVE APPLE WILL NOT BE LIABLE UNDER THIS PLAN FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE.

SUBJECT TO ABOVE APPLE'S MAXIMUM AGGREGATE LIABILITY UNDER THIS PLAN WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT PAYABLE BY YOU TO US IN RESPECT OF THE PRODUCT(S) AND/OR SERVICES IN QUESTION.

Section 5: If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

If you are a consumer and you have entered this Plan as a distance contract (through the Apple Store web site or phone calls), you may cancel this Plan within fourteen days following your purchase of the Plan. You will receive full refund.

FRANCE

SECTION 4 - SECTION 4 IS REPLACED BY THE FOLLOWING:

4.1- IF YOU ARE A CONSUMER, NOTHING IN THE PROGRAM SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR BREACH OF ANY TERM IMPLIED BY MANDATORY STATUTE.

4.2 - IF YOU ARE NOT A CONSUMER:

- THESE TERMS AND CONDITIONS SET OUT THE FULL EXTENT OF OUR OBLIGATIONS AND LIABILITIES IN RESPECT OF THE PROGRAM;
- THERE ARE NO WARRANTIES, CONDITIONS OR OTHER TERMS THAT ARE BINDING ON US EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS; AND
- ANY OTHER WARRANTY AND/OR OBLIGATION CONCERNING THE PROGRAM WHICH WE MIGHT BORN PURSUANT TO LAW (INCLUDING ANY IMPLIED TERM AS TO CARE AND SKILL) IS HEREBY EXPRESSLY EXCLUDED. IN

PARTICULAR, APPLE WILL NOT BE RESPONSIBLE FOR ENSURING THAT THE PROGRAM IS SUITABLE FOR YOUR PURPOSES.

4.3 - NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR FRAUD.

4.4 - SUBJECT TO CLAUSE 4.3, WE WILL NOT BE LIABLE UNDER THESE TERMS AND CONDITIONS FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF OPPORTUNITIES, LOSS OF DATA OR FOR ANY OTHER INDIRECT LOSS.

4.5- SUBJECT TO CLAUSE 4.3, OUR MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT YOU PAID IN RESPECT OF THE PROGRAM.

Section 5 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

If you are a consumer, please note that your right to repent according to Article L.121-20 of the Consumer code is taken into account in Section 5 (Cancellation).

Section 7 - The following is added to Section 7.

Duration of this Plan is indicated in the Plan Confirmation.

Apart from this Plan, and if applicable, Apple will provide a guarantee for the defects of conformity (Article L.211-15 of the Consumer code) and for the hidden defects under the conditions stated in Article 1641 to 1649 of the Civil code.

In accordance with Article L.211-15 of the Consumer code, the following Articles apply to consumers and are here below reproduced wholly:

Article L.211-4 of the Consumer code: "The seller must deliver a good which conforms to the contract and will be liable for defects of conformity existing at the time of delivery. The seller will also be liable for defects of conformity resulting from the packing, instructions for assembly or installation when seller was in charge of installation pursuant to the contract or when carried out under the seller's responsibility".

Article L.211-5 of the Consumer code: "So to be in conformity with the contract, the good must: 1° fit for purposes for which it is usually used and, if applicable:

correspond to the description given by the seller and have the qualities presented to the buyer in a sample or specimen;

have the qualities which can be legitimately expected by a buyer on the basis of the public declarations made by the seller, the manufacturer or its agent, including in an advertisement or labeling; or

2° have the qualities defined by common agreement of the parties or fit any specific use looked for by the buyer, brought to the seller's knowledge and accepted by the seller."

Article L.211-12 of the Consumer code: "Legal action based on defect of conformity lapses at the end of the two year period following delivery of the good."

Article 1641 of the Civil code: "Seller is liable for the hidden defects that render the good unfit for the use it is meant to be, or that decrease this use in such an extent that the buyer would not have acquired the good, or would have offer a lower price, if these defects would have been known to him."

Article 1648 par. 1 of the Civil code: "Legal action based on redhibitory defects must be introduced by the buyer within a period of two years following the discovery of the defect."

GERMANY

SECTION 4 - SECTION 4 IS REPLACED BY THE FOLLOWING:

THE BENEFITS CONFERRED BY THE PLAN ARE IN ADDITION TO ANY STATUTORY RIGHTS OR CLAIMS IN THE EVENT OF DEFECTS IN WORKMANSHIP OR TITLE OF THE COVERED EQUIPMENT AND DO NOT RESTRICT SUCH RIGHTS. YOUR RIGHTS IN THE EVENT OF ANY DEFECTS IN WORKMANSHIP OR TITLE OF DELIVERABLES UNDER THE PLAN ARE

GOVERNED BY STATUTORY LAW AND LIMITED AS FOLLOWS: IF YOU ARE A "CONSUMER" (I.E. A CUSTOMER PURCHASING THE PLAN FOR A PURPOSE OUTSIDE THE SCOPE OF ITS TRADE, BUSINESS OR INDEPENDENT PROFESSION), YOUR STATUTORY REMEDIES FOR DEFECTS LAPSE AFTER TWO YEARS, FOR ALL CUSTOMERS WHO ARE NOT CONSUMERS, THE LIMITATION PERIOD SHALL BE ONE YEAR.

ANY LIABILITY IN DAMAGES BASED ON ANY LEGAL THEORY SHALL BE SUBJECT TO THE FOLLOWING LIMITATION:

APPLE SHALL BE LIABLE IN DAMAGES, WHETHER BASED ON CONTRACT OR ANY OTHER LEGAL THEORY, ONLY TO THE EXTENT THAT THE DAMAGE WAS CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IMPUTABLE TO APPLE. THE LIMITATION OF LIABILITY UNDER THIS SEC. 4 SHALL ALSO APPLY TO THE LIABILITY OF APPLE'S EMPLOYEES AND AGENTS MANDATORY LIABILITY UNDER THE PRODUCT LIABILITY ACT, IN THE EVENT OF DEATH OF A NATURAL PERSON OR PERSONAL INJURY TO THE LATTER, OR OF A SLIGHTLY NEGLIGENT VIOLATION OF A FUNDAMENTAL DUTY UNDER THE PLAN, SHALL REMAIN UNAFFECTED. ANY LIABILITY FOR VIOLATION OF A FUNDAMENTAL DUTY UNDER THE PLAN WHICH IS NOT BASED ON GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR ON THE DEATH OF A NATURAL PERSON OR PERSONAL INJURY TO THE LATTER, SHALL BE LIMITED TO SUCH DAMAGE AS COULD HAVE REASONABLY BEEN FORESEEN. THE FOREGOING SHALL NOT AFFECT ANY SHIFT IN A BURDEN OF PROOF TO YOUR DISADVANTAGE.

Section 5 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

Secs. 7.h, 7.j and 7.g - Secs. 7.h, 7.j and 7.g shall not apply to any personal data collected or processed by Apple through an establishment of Apple in Germany. Where legally required, Apple will separately ask you for your consent with regard to such data.

IRELAND

SECTION 4 - SECTION 4 IS REPLACED BY THE FOLLOWING:

4.1- IF YOU ARE A CONSUMER, NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR BREACH OF ANY TERM IMPLIED BY STATUTE.

4.2 - IF YOU ARE NOT A CONSUMER:

- THESE TERMS AND CONDITIONS SET OUT THE FULL EXTENT OF OUR OBLIGATIONS AND LIABILITIES IN RESPECT OF THE PROGRAM;
- THERE ARE NO WARRANTIES, CONDITIONS OR OTHER TERMS THAT ARE BINDING ON US EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS; AND
- ANY WARRANTY, CONDITIONS OR OTHER TERM CONCERNING THE PROGRAM WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED IN THESE TERMS AND CONDITIONS BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY IMPLIED TERM AS TO QUALITY, FITNESS FOR PURPOSE, REASONABLE CARE AND SKILL) IS HEREBY EXPRESSLY EXCLUDED. IN PARTICULAR, APPLE WILL NOT BE RESPONSIBLE FOR ENSURING THAT THE PROGRAM IS SUITABLE FOR YOUR PURPOSES.

4.3 - NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR FRAUD.

4.4 - SUBJECT TO CLAUSE 4.3, WE WILL NOT BE LIABLE UNDER THESE TERMS AND CONDITIONS FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA OR FOR ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE.

4.5- SUBJECT TO CLAUSE 4.3, OUR MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT PAYABLE BY YOU TO US IN RESPECT OF THE PROGRAM.

Section 5 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

ITALY

SECTION 4 -

A. IF YOU ARE A CONSUMER, NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE APPLE'S LIABILITY IN CASE OF VIOLATION OF THE LEGISLATION APPLICABLE TO THE PLAN.

B. IF YOU ARE NOT A CONSUMER:

(i) THESE TERMS AND CONDITIONS SET OUT THE FULL EXTENT OF OUR OBLIGATIONS AND LIABILITIES IN RESPECT OF THE SERVICES UNDER THIS PLAN;

(ii) THERE ARE NO WARRANTIES, CONDITIONS OR OTHER TERMS THAT ARE BINDING ON APPLE EXCEPT AS EXPRESSLY STATED IN THE PLAN;

(iii) ANY WARRANTY, CONDITION OR OTHER TERM CONCERNING THE PRODUCTS OR SERVICES WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED IN THE PLAN BY STATUTE, COMMON LAW, LAWS APPLICABLE IN THE COUNTRY WHERE YOU PURCHASED THE PLAN OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY IMPLIED TERM AS TO QUALITY, FITNESS FOR PURPOSE, REASONABLE CARE AND SKILL) IS HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN PARTICULAR, WE WILL NOT BE RESPONSIBLE FOR ENSURING THAT THE PLAN IS SUITABLE FOR YOUR PURPOSES.

C. NOTHING IN THE PLAN SHALL LIMIT OR EXCLUDE APPLE'S LIABILITY (i) FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR (ii) FOR FRAUD OR (iii) ANY BREACH OF THE OBLIGATIONS IMPLIED BY APPLICABLE COMPULSORY NATIONAL LAWS AS TO TITLE OR (iv) ANY LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

D. SUBJECT TO CLAUSE 4.C IN THIS SECTION, APPLE WILL NOT BE LIABLE UNDER THE PLAN FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE.

E. SUBJECT TO CLAUSE 4.C IN THIS SECTION, APPLE'S MAXIMUM AGGREGATE LIABILITY UNDER THE PLAN WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT PAYABLE BY YOU TO APPLE IN RESPECT OF THE PLAN.

Section 5 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

If you are a consumer, in the event Apple cancels this Plan, you will receive from Apple a cancellation fee equal to double the cancellation fee that you would have paid if you had cancelled the Plan at the time Apple cancels.

If you are a consumer and you have entered this Plan through the Apple Store web site or through the phone, you may cancel this Plan within fourteen days following your purchase of the plan. You will receive full refund. Articles 50 - 61 of the Italian Legislative Decree No. 206 of 6 September 2005 (Consumer Protection Code) will apply to this Plan if (i) this Plan is entered through the Apple Store web site, or (ii) this Plan is executed as a "distance contract".

Section 7 - Without prejudice to any other applicable legislation, Articles 1519-bis - 1519-nonies of the Italian Civil Code apply to this Plan, which cannot override the rights and remedies conferred on customers by the Articles mentioned above.

LUXEMBOURG

Section 5 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

NETHERLANDS

SECTION 4 - IF YOU ARE A CONSUMER, ANY RESTRICTION OR EXCLUSION OF LIABILITY IN THESE TERMS AND CONDITIONS ONLY APPLIES TO THE EXTENT THAT THIS IS NOT IN VIOLATION OF APPLICABLE MANDATORY LAWS. IF YOU ARE NOT A CONSUMER, THE FOLLOWING PROVISIONS APPLY:

(i) THESE TERMS AND CONDITIONS PROVIDE AN EXHAUSTIVE DESCRIPTION OF OUR OBLIGATIONS AND LIABILITIES WITH RESPECT TO THE PLAN;

(ii) WE ARE NOT BOUND TO GUARANTEES AND CONDITIONS THAT HAVE NOT EXPLICITLY BEEN MENTIONED IN THE PLAN OR IN THESE TERMS AND CONDITIONS; AND

(iii) WE HEREBY EXPLICITLY EXCLUDE THE APPLICABILITY OF ALL GUARANTEES WITH RESPECT TO THE PLAN THAT COULD POSSIBLY BE A PART OF THESE TERMS AND CONDITIONS PURSUANT TO THE LAW, COMMON OPINION OR CUSTOM (INCLUDING BUT NOT LIMITED TO THOSE WITH REGARD TO QUALITY AND SATISFACTORY CONDITION OR FIT FOR PURPOSE, REASONABLE CARE AND WORKMANSHIP).

APPLE IS IN PARTICULAR NOT RESPONSIBLE FOR THE PLAN BEING APT FOR YOUR PURPOSES.

UNDER NO CIRCUMSTANCES SHALL THE PLAN EXCLUDE APPLE'S LIABILITY FOR DAMAGE FOR DEATH OR PHYSICAL INJURY, CAUSED BY APPLE BY WILLFUL ACTS OR GROSS NEGLIGENCE, OR BY FRAUD.

TAKING INTO ACCOUNT THE ABOVE-MENTIONED, APPLE SHALL NOT BE LIABLE PURSUANT TO THE PLAN FOR LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF INFORMATION OR FOR ANY OTHER INDIRECT OR CONSEQUENTIAL DAMAGE, WHICH ARISES FROM AN UNLAWFUL ACT (INCLUDING NEGLIGENCE), A BREACH OF CONTRACT OR OTHERWISE.

TAKING INTO ACCOUNT THE ABOVE-MENTIONED, OUR TOTAL LIABILITY PURSUANT TO THIS PLAN – IRRESPECTIVE WHETHER THIS LIABILITY ARISES FROM A BREACH OF CONTRACT, AN UNLAWFUL ACT (INCLUDING NEGLIGENCE) OR OTHERWISE – IS IN ALL CASES LIMITED TO THE AMOUNT THAT YOU HAVE PAID FOR THE PLAN.

Section 5 -

5.1 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

5.2 – Article 5 is completed as follows: If you are a Consumer and you have entered into the Plan through the online Apple Store site, you may cancel this Plan within fourteen days after the purchase of this Plan. You will then receive a full refund of the Plan's original purchase price.

NORWAY

Section 5 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of NOK 200.00 or 10 per cent of the pro-rata amount, whichever is less.

If you are a consumer, please note that your right to repent according to the Act on the right to repent after a cooling-off period (Act of December 21st 2000, no. 105), is taken into account in Section 5, Cancellation.

SPAIN

SECTION 4 -

4.1- IF YOU ARE A CONSUMER, NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR BREACH OF ANY TERM IMPLIED BY STATUTE.

4.2 - IF YOU ARE NOT A CONSUMER:

- THESE TERMS AND CONDITIONS SET OUT THE FULL EXTENT OF OUR OBLIGATIONS AND LIABILITIES IN RESPECT OF THE PROGRAM;
- THERE ARE NO WARRANTIES, CONDITIONS OR OTHER TERMS THAT ARE BINDING ON US EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS; AND
- ANY WARRANTY, CONDITION OR OTHER TERM CONCERNING THE PROGRAM WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED IN THESE TERMS AND CONDITIONS BY STATUTE OR REGULATION, CUSTOMARY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY IMPLIED TERM AS TO QUALITY, FITNESS FOR PURPOSE, REASONABLE CARE AND SKILL) IS HEREBY EXPRESSLY

EXCLUDED. IN PARTICULAR, APPLE WILL NOT BE RESPONSIBLE FOR ENSURING THAT THE PROGRAM IS SUITABLE FOR YOUR PURPOSES.

4.3 - NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR FRAUD.

4.4 - SUBJECT TO CLAUSE 4.3, AND TO THE MAXIMUM EXTEND PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE UNDER THESE PLAN FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT, BREACH OF CONTRACT OR OTHERWISE.

4.5- SUBJECT TO CLAUSE 4.3, AND TO THE MAXIMUM EXTEND PERMITTED BY APPLICABLE LAW, OUR MAXIMUM AGGREGATE LIABILITY UNDER THE CONTRACT WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT PAYABLE BY YOU TO US IN RESPECT OF THE PROGRAM.

Section 5 - If you are a consumer and you have entered this Plan through the Apple Store web site or through the telephone, you may cancel this Plan within fourteen days following your purchase of the Plan. You will receive full refund.

If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

SWEDEN

SECTION 4 - SECTION 4 IS REPLACED BY THE FOLLOWING:

4.1 IF YOU ARE A CONSUMER AND HAVE PURCHASED THE PLAN THE FOLLOWING APPLIES: IN THE EVENT ANY SECTION OR PORTION OF A SECTION OF THESE TERMS AND CONDITIONS IS IN CONFLICT WITH APPLICABLE MANDATORY LAWS, THAT SECTION OR PORTION OF THE SECTION WILL NOT BE APPLICABLE. FOR OTHER CUSTOMERS THAN CONSUMERS THE FOLLOWING APPLIES:

4.1.1 THESE TERMS AND CONDITIONS GOVERN APPLE'S OBLIGATIONS AND ITS LIABILITY WITH REGARD TO THE PLAN;

4.1.2 THERE ARE NO GUARANTEES OR CONDITIONS BINDING APPLE IN ADDITION TO WHAT IS EXPLICITLY STATED IN THE PLAN; AND THAT

4.1.3 ANY GUARANTEES OR CONDITIONS REGARDING THE PLAN AND ANY SERVICE IN CONNECTION WITH THE PLAN AND THAT OTHERWISE COULD BE INTERPRETED IN OR INCORPORATED IN THE PLAN BY LAWS OR BY ANY OTHER WAY (INCLUDING BUT NOT LIMITED TO IMPLICIT CONDITIONS AS FAR AS REGARDS QUALITY OR PURPOSE) IS HEREBY EXPLICITLY EXCEPTED.

4.2 THE TERMS AND CONDITIONS IN THE PLAN DO NOT LIMIT OR EXCLUDE APPLE'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY APPLE'S NEGLIGENCE, OR FRAUD.

4.3 WITH RESERVATION FOR SECTION 4.1 AND 4.2 APPLE WILL NOT BE LIABLE TO YOU FOR LOSS OF INCOME, LOSS OF CONTRACT, LOSS OF DATA OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES, IRRESPECTIVE OF HOW THE DAMAGE HAS OCCURRED AND EVEN IF THE DAMAGE HAS OCCURRED BY A COMPENSABLE INFRINGEMENT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR ANY OTHER WAY.

4.4 WITH RESERVATION FOR SECTIONS 4.1, 4.2 AND 4.3 APPLE'S MAXIMUM AND TOTAL LIABILITY IN ACCORDANCE WITH THE PLAN, IRRESPECTIVE OF IF IT IS BASED ON A CONTRACT, COMPENSABLE INFRINGEMENT (INCLUDING NEGLIGENCE) OR OTHER REASON WILL UNDER NO CIRCUMSTANCES EXCEED THE AMOUNT THAT YOU SHALL PAY APPLE FOR THE PLAN CONCERNED.

Section 5 - Section 5 is completed as follows:

If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of SEK222.00 or 10 per cent of the pro-rata amount, whichever is less.

If you are a consumer and you have entered this Plan through the Apple Store web site, or through other distance contract, you may cancel this Plan within fourteen days following your purchase of the plan. You will receive full refund.

SWITZERLAND

SECTION 4 - SECTION 4 IS REPLACED BY THE FOLLOWING:

4.1 - IF YOU ARE A CONSUMER, NOTHING IN THE PROGRAM SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR BREACH OF ANY TERM IMPLIED BY MANDATORY STATUTORY LAW.

4.2 - IF YOU ARE NOT A CONSUMER:

- THESE TERMS AND CONDITIONS SET OUT THE FULL EXTENT OF OUR OBLIGATIONS IN RESPECT OF THE PROGRAM;
- ANY OBLIGATIONS AND WARRANTIES CONCERNING THE PROGRAM THAT MAY BE BINDING ON US BY STATUTE (INCLUDING ANY IMPLIED WARRANTY CONCERNING CARE AND SKILL) ARE HEREBY EXPRESSLY EXCLUDED. IN PARTICULAR, APPLE WILL NOT BE RESPONSIBLE FOR ENSURING THAT THE PROGRAM IS SUITABLE FOR YOUR PURPOSES.

4.3 - NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUD.

4.4 - TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE UNDER THESE TERMS AND CONDITIONS FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF OPPORTUNITIES OR LOSS OF DATA.

4.5 - SUBJECT TO CLAUSE 4.3, OUR MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT YOU PAID IN RESPECT OF THE PROGRAM.

Section 5 -

5.1 - The following provisions are added to Section 5: If you are a consumer and you have entered this Plan through the Apple Store web site or through the phone, you may cancel this Plan within fourteen days following your purchase of the plan. You will receive full refund. However, if you have started to use the Program, you will receive a full refund less the value of any service provided under the Plan.

5.2 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of SFr39.00 or 10 per cent of the pro-rata amount, whichever is less.

UNITED KINGDOM

SECTION 4 - SECTION 4 IS REPLACED BY THE FOLLOWING PROVISIONS:

4.1- THESE TERMS AND CONDITIONS SET OUT THE FULL EXTENT OF OUR OBLIGATIONS AND LIABILITIES IN RESPECT OF THE PROGRAM.

4.2- THERE ARE NO WARRANTIES, CONDITIONS OR OTHER TERMS THAT ARE BINDING ON US EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

4.3 - ANY WARRANTY, CONDITIONS OR OTHER TERM CONCERNING THE PROGRAM WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED IN THESE TERMS AND CONDITIONS BY STATUTE, COMMON LAW, LAWS APPLICABLE IN THE COUNTRY WHERE YOU PURCHASED THE PROGRAM OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY IMPLIED TERM AS TO QUALITY, FITNESS FOR PURPOSE, REASONABLE CARE AND SKILL) IS HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN PARTICULAR, WE WILL NOT BE RESPONSIBLE FOR ENSURING THAT THE PROGRAM IS SUITABLE FOR YOUR PURPOSE.

4.4 - NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE OUR LIABILITY (I) FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR (II) FOR FRAUD OR (III) ANY BREACH OF THE OBLIGATIONS IMPLIED BY APPLICABLE COMPULSORY NATIONAL LAWS AS TO TITLE OR (IV) ANY LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

4.5 - SUBJECT TO CLAUSE 4.4, WE WILL NOT BE LIABLE UNDER THESE TERMS AND CONDITIONS FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE.

4.6 - SUBJECT TO CLAUSE 4.4, OUR MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT PAYABLE BY YOU TO US IN RESPECT OF THE PROGRAM.

4.7 – THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER, NOR YOUR RIGHT TO CANCEL THE PROGRAM AS PER SECTION 5.

Section 5 - You have the right to cancel this Plan within forty-five (45) days of purchase and receive a full refund unless you have received support or services under the Plan. After the 45-day cancellation period, you may cancel the Plan at any time within the Plan's term and obtain a pro rata refund of the Plan's original purchase price, based on the remaining period of full unexpired months of cover provided by the Plan. If you have received service and support, the Plan will continue in accordance with these Terms and Conditions.

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UKv2.0