

AppleCare Repair Agreement Terms and Conditions

Your AppleCare Repair Agreement ("Plan") is governed by these terms and conditions and constitutes your service contract with the Apple entity applicable to your country of residence described in section 9 below ("Apple"). Your eligibility to receive service under this Plan is contingent on you maintaining an internal support staff as described in section 3 below.

1. Coverage

a. Coverage. For the period ("Coverage Period") stated in your Plan's Certificate or Proof of Coverage document ("Plan Confirmation"), Apple covers defects in materials and workmanship for the Apple-branded product(s) listed on the Plan Confirmation ("Covered Equipment"). Subject to the limitations described below, Apple provides global service coverage for Apple-branded desktop computers, server products and portable computers, meaning those that can operate independently without a power cord. If you seek service in a country other than the country of purchase, Apple may repair or exchange the defective product or part with a comparable product or part that complies with local regulatory standards.

b. Plan Confirmation. To obtain the Plan's Confirmation, you must register the Plan by following the instructions that Apple provides. To register you must choose the Auto-Enrollment option where available, and Apple will provide you with the Plan Confirmation document.

c. Date Coverage Begins. Your coverage for defects begins on the date your Covered Equipment's Apple hardware warranty expires. One Apple-branded display is covered under the Plan, if purchased at the same time and registered with a covered Mac mini, MacBook Pro, or MacPro computer. An Apple-branded mouse and keyboard are also covered under the Plan if included with the Covered Equipment or purchased at the same time as Mac mini. An AirPort Extreme Card, an AirPort Express and AirPort Extreme Base Station, Time Capsule, an Apple-branded DVI to ADC display adapter, Apple RAM, Bluetooth modules and MacBook Air SuperDrive are also covered under the Plan if owned by you and used with the Covered Equipment.

2. Repair or Replacement Service Provided

a. Repair or Replacement Service. If during the Coverage Period there is a defect in materials or workmanship of the Covered Equipment, Apple will, at its option, repair or replace or provide service parts for the affected Covered Equipment. Apple will provide both parts and labour, but may direct that you replace certain readily installable parts yourself, as described below.

b. Exclusions. This Plan does not cover any defects or damage to any software or data residing or recorded in the Covered Equipment. When providing repair or replacement service, 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 of software or data contained on the replaced unit not originally included in the Covered Equipment.

c. Service Options. If your internal support staff, as described below, determines that the Covered Equipment requires repair or replacement service, Apple at its option, will facilitate service through one or more of the following options:

(i) Carry-in service. You will return the Covered Equipment requiring service to an Apple-owned retail store, if available, 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) Onsite service is available for many desktop computers if the location of the Covered Equipment is within 50 miles/80 kilometers radius (or such other radius as described in section

9 below) of an Apple authorized onsite service provider located in a country listed in section 9. Apple will dispatch a service technician to the location of the Covered Equipment. Service will be performed at the location, or the service technician will transport the Covered Equipment to an Apple Authorized Service Provider or Apple repair service location for repair. If the Covered Equipment is repaired at an Apple Authorized Service Provider or Apple repair service location, Apple will arrange for transportation of the Covered Equipment to your location following service. If the service technician is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

(ii) Direct mail-in service. If Apple determines that your product 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.

(iii) Do-It-Yourself Parts service is available for many Covered Equipment parts, allowing you to service your own product. If Do-It-Yourself Parts service is available in the circumstances, the following process will apply.

(a) 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 accompanied by instructions on installation 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.

(b) 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.

(c) General. Apple is not responsible for any labour costs relating to Do-It-Yourself Parts service.

Apple reserves the right to change at any time the method by which Apple may provide service to you, and your Covered Equipment's eligibility to receive a particular method of service, including but not limited to onsite service. Your eligibility to receive a particular method of service may vary from country to country depending on service parts availability. Subject to applicable laws, 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. Replacement Parts and Products. In the event Apple repairs or replaces your Covered Equipment or provides service parts to you, you understand and agree that the replacement product and parts that Apple provides may be manufactured from new, refurbished, or serviceable used parts. The replacement product and parts will be functionally equivalent to the replaced products or parts and will assume the remaining coverage under the Plan. The parts and products that are replaced become Apple's property.

e. 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 damage has occurred due to a defect in materials and workmanship;
- (x) Preventative maintenance on the Covered Equipment;
- (xi) Damage to, or loss of any software or data residing or recorded in the Covered Equipment. When providing repair or replacement service, 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 of software or data contained on the serviced unit not originally included in the Covered Equipment;
- (xii) Defects caused by normal wear and tear or otherwise due to normal aging of the product; and
- (xiii) Any technical support of any kind.

3. Obtaining Service Under This Plan

You will maintain internal support staff that has the skills and experience to determine whether or not an issue affecting the Covered Equipment is eligible for repair or replacement service under the terms of this Plan. Failure to correctly diagnose issues that are ineligible for repair or replacement service under this Agreement may result in additional charges, as described below, or cancellation of the Agreement if repeated failures are not corrected. If your internal support staff determines that service is required after diagnosing the Covered Equipment, you must follow the instructions provided by Apple to obtain service. Apple may require that you access its proprietary online ordering system to obtain service. Apple's proprietary online ordering system may contain proprietary and confidential information, access to which will require you to agree to additional terms and conditions. Any additional terms and conditions related to Apple's online ordering system are incorporated into this Plan. Proof of purchase may be required if there is any question as to your product's eligibility for coverage under this Plan.

4. No Fault Found.

If, in Apple's sole judgment, a repair is requested when no defect in materials and workmanship in the Covered Equipment is found, Apple reserves the right to charge you a fee to cover any reasonable costs incurred by Apple.

5. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, APPLE'S LIABILITY UNDER THESE TERMS AND CONDITIONS IS LIMITED TO THE AMOUNTS PAID BY YOU FOR THE SERVICE PLAN YOU ORDERED. IN NO EVENT SHALL APPLE HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF DATA, LOSS OF USE OR EQUIPMENT OR FACILITIES, INTERRUPTION OF BUSINESS OR FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. 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. IF YOU ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN YOUR COUNTRY OF PURCHASE OR, IF DIFFERENT, YOUR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THESE TERMS AND CONDITIONS ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS AND CONDITIONS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE.

6. Cancellation

Apple may cancel this Plan upon thirty (30) days' written notice if service parts for the Covered Equipment become unavailable in which case you will receive a pro-rata refund for the Plan's unexpired term. Apple may cancel immediately upon written notice and without refund in cases of misrepresentation by you or if you do not comply with the terms of this Plan. If Apple cancels this Plan due to such a misrepresentation or due to non-compliance with the terms of the Plan, then Apple may pursue any remedies that it may have at law or in equity, including the recovery of all damages to which Apple may be entitled.

7. Maintenance of Records and Inspections

You will maintain, at the address you provide to Apple, your records relating to parts and service provided under this Plan for at least five years. Upon Apple's reasonable request, during the term of this Plan and for five years after its expiration or termination, you will promptly provide copies of any requested records. Apple will have the right to inspect your facilities at any time during regular business hours for purposes of verifying your compliance with the terms of this Plan.

8. Other Provisions

- a. Apple may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
- b. Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.
- c. You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.
- d. This Plan is offered and valid only in the countries listed in section 9 below. This Plan is not available where prohibited by law
- e. You agree and understand that it is necessary for Apple to collect, process and use your data in order to perform the service and support obligations under the Plan. This may include the necessity to transfer your data to affiliated companies or service providers located in Europe, India, Japan, Canada, People's Republic of China or the U.S.

f. 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 concerning you or if you want to make changes, access URL www.apple.com/contact/myinfo to update your personal contact preferences or you may contact Apple at privacy@apple.com.

g. The Terms and Conditions of this Plan prevail over any conflicting, additional, or other terms of any purchase order, service contract or other document, and constitute your and Apple's entire understanding with respect to the Plan.

h. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.

i. There is no informal dispute settlement process available under this Plan.

j. The Plan's financial and legal obligor is the Apple entity appropriate to your country of purchase listed in section 9 below.

k. The laws of the country that shall be the relevant law of this Plan are listed in section 9 below.

l. You may not transfer this Plan.

m. The parties agree that these terms and conditions and any subsequent amendments shall be in English only.

9. Country Variations

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

a) Afghanistan, Bangladesh, Bhutan, Brunei, Cambodia, Guam, Indonesia, Laos, Singapore, Malaysia, Nepal, Pakistan, Philippines, Sri Lanka, and Vietnam: Parties to Contract – Apple South Asia Pte. Ltd. Of 7 Ang Mo Kio Street 64, Singapore, 569086 ("Apple"). Other Provisions (section 8) – This plan is offered and valid only in Afghanistan, Bangladesh, Cambodia, Guam, Indonesia, Laos, Singapore, Malaysia, Nepal, Pakistan, Philippines, Sri Lanka, and Vietnam. The laws of the Republic of Singapore govern this plan.

b) Hong Kong: Parties to Contract – Apple Asia Limited of 2401 Tower One, Times Square, Causeway Bay, Hong Kong ("Apple). Other Provisions (section 8) – This plan is offered and valid only in Hong Kong. The laws of the Special Administrative Region of Hong Kong govern this Plan.

c) Australia, Fiji, Papua New Guinea and Vanuatu: Parties to Contract – Apple Pty Limited at PO Box A2629, South Sydney, NSW , 1235 ("Apple"). Other Provisions (section 8) – This plan is offered and valid only in Australia, Fiji, Papua New Guinea and Vanuatu. The laws of New South Wales govern this Plan.

d) New Zealand: Parties to Contract – Apple Pty Limited at PO Box A2629, Sydney South, NSW, 1235. ("Apple"). Other Provisions (section 8) – This plan is offered and valid only in New Zealand. The laws of New South Wales govern this plan.

e) India: Parties to Contract – Apple India Private Ltd at 19th Floor, Concorde Tower C, UB City no 24, Vittal Mallya Road, Bangalore 560-001 India ("Apple). Other Provisions (section 8) This plan is offered and valid only in India. The laws of the Republic of India govern this plan.

f) Republic of Korea: Parties to Contract – Apple Computer Korea Limited at 3201 ASEM Tower, 159 Samsung-Dong, Kangnam-Ku, Seoul, 135-090 Korea ("Apple). Other Provisions (section 8) – This plan is offered and valid only in the Republic of Korea. The laws of the Republic of Korea govern this plan.

g) People's Republic of China: Parties to Contract – Apple Computer Trading (Shanghai) Co. Ltd. at 9/F Room 1201, Lippo Plaza, 222, Huai Hai Zhong Lu, Shanghai 200021, P.R.C.

("Apple"). Repair or Replacement Service Provided (Section 2c(ii)) - Onsite service is available for many desktop computers if the location of the Covered Equipment is within 30 kilometers radius of an Apple authorized onsite service provider located in China. Other Provisions (section 8) – This plan is offered and valid only in China. The laws of the Peoples Republic of China govern this plan.

h) Taiwan: Parties to Contract – Apple Asia Limited Liability Company Taiwan Branch at 16A No 333 Tun Hwa South Road, Sec 2 Taipei Taiwan ("Apple"). Other Provisions (section 8) – This plan is offered and valid only in Taiwan. The laws of the Republic of China govern this plan.

i) Thailand: Parties to Contract – Apple South Asia (Thailand) Limited at 25th Floor, Suite B2, Siam Tower, 989 Rama 1 Road, Pataumwan, Bangkok, 10330 ("Apple"). Other Provisions (Section 8) -- This plan is offered and valid only in Thailand. The laws of Thailand govern this Plan

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