

AppleCare Protection Plan  
AppleCare Protection Plan for iPod  
AppleCare Protection Plan for Apple Display  
AppleCare Protection Plan for Apple TV

#### Terms and Conditions

Your AppleCare Protection Plan (“APP”), AppleCare Protection Plan for iPod (“APP for iPod”) or AppleCare Protection Plan for Apple Display (“APP for Apple Display”) or AppleCare Protection Plan for Apple TV (“APP for Apple TV”), (each referred to herein as the “Plan”) is governed by these Terms and Conditions and constitutes your contract with the Apple Sales International (“Apple”). Subject to these Terms and Conditions, your Plan (i) covers defects for the Apple-branded product(s) 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.

#### 1. Repair Coverage

a. Scope of Coverage. Your coverage for defects begins on the date your Covered Equipment’s Apple hardware warranty expires 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 parts that are new or equivalent to new in both performance and reliability. 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. The scope of support provided to you will vary according to the Plan you purchased, as follows.

(i) Under APP, Apple covers the Covered Equipment and one compatible Apple branded display if purchased at the same time and registered with a covered Mac computer. An Apple-branded mouse and keyboard are also covered under APP if included with the Covered Equipment (or purchased with a Mac mini). An AirPort Extreme Card, an AirPort Express or AirPort Extreme Base Station, Time Capsule, an Apple-branded DVI to ADC display adapter, Apple RAM modules and MacBook Air SuperDrive are also covered under APP if used with the compatible Covered Equipment and originally purchased by you within two (2) years from the purchase of 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 to the extent permitted by the applicable mandatory laws, repair or replace the affected item.

(ii) Under APP for iPod, Apple will at its option to the extent permitted by the applicable mandatory laws, repair or replace the affected Covered Equipment, if (a) during the Repair Coverage Period there is a defect in the Covered Equipment's materials or workmanship or, (b) during the Coverage Period, the capacity of the covered iPod battery to hold an electrical charge has depleted fifty (50%) percent or more from its original specification, after being fully charged and the covered iPod playing music with all settings reset.

(iii) Under APP for Apple TV or APP for Apple Display, Apple will, at its option to the extent permitted by the applicable mandatory laws, repair or replace the affected Covered Equipment, if during the Repair Coverage Period there is a defect in the Covered Equipment's materials or workmanship. An AirPort Express or AirPort Extreme Base Station and Time Capsule are also covered under APP for Apple TV if used with the Covered Equipment and originally purchased by you within two (2) years from the purchase of the Covered Equipment.

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, except in respect of battery coverage under APP for iPod or unless failure 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. DURING IPOD SERVICE THE CONTENTS OF YOUR IPOD WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED. Your iPod or a replacement iPod will be returned to you as your iPod was configured when originally purchased, subject to applicable updates. Apple may install system software (“iPod OS”) updates as part of your service that will prevent the iPod from reverting to an earlier version of the iPod OS. Third party applications installed on the iPod may not be compatible or work with the iPod as a result of the iPod OS update. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Plan; or

xii) Defects caused by normal wear and tear or otherwise due to normal aging of the product.

c. Service Options. Apple may provide service through one or more of the following options:

(i) Carry-in service is available for most Covered Equipment. 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) Onsite service is available for many desktop computers if the location of the Covered Equipment is within 50 miles/80 kilometers radius of an Apple authorized onsite service provider located in a country listed in section 7(d). Onsite service is not available for certain parts, the service for which is available under Do-It-Yourself Parts service described below. Apple will dispatch a service technician to the location of the Covered Equipment or arrange courier service to pick up 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.

(iii) Direct mail-in service is available for most Covered Equipment. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid shipping labels (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 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. 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. If you fail to return the replaced part as instructed, or return a replaced part that is ineligible for service 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) Apple is not responsible for any labor costs you incur relating to Do-It-Yourself Parts service. Should you require further assistance, contact Apple at the telephone numbers listed in the AppleCare Quick Reference Guide (“Guide”). The Guide is included in your Plan’s packaging.

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. Subject to mandatory 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. Obtaining Repair or Replacement Service

To obtain service under this Plan, access the Apple website or call the telephone number listed in the Guide. Telephone numbers may vary according to your location. 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 or Covered Equipment serial number, advise you and determine what service is necessary for the Covered Equipment. All service is subject to Apple’s prior approval. Location of service may vary due to your location. 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. Telephone and Web Support. Your eligibility for technical support begins on the date your Covered Equipment’s complimentary technical support expires or the date your Coverage Period begins, whichever is later, 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 may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware repairs are required. The scope of technical support provided to you will vary according to the Plan you purchased, as follows.

(i) Under APP, Apple will provide technical support for the Covered Equipment, Apple's operating system software ("Mac OS") and Apple-branded consumer applications pre-installed with the Covered Equipment ("Consumer Software"). Apple will provide support for the then-current version of the Mac OS and Consumer Software, and the prior Major Release. For purposes of this section, "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as "1.0" or "2.0" and which is not in beta or pre-release form.

(ii) Under APP for iPod, Apple will provide technical support for the Covered Equipment, iPod OS and the software applications that are pre-installed with the Covered Equipment (both referred to as "iPod Software") and connectivity issues between the Covered Equipment and a supported computer, meaning a computer that meets the Covered Equipment's connectivity specifications and runs an operating system that is supported by the Covered Equipment. Apple will provide support for the then-current version of the iPod Software and the prior supported Major Release.

(iii) Under APP for Apple Display, Apple will provide technical support for the Covered Equipment and connectivity issues between the Covered Equipment and a supported computer, meaning a computer that meets the Covered Equipment's connectivity specifications and runs an operating system that is supported by the Covered Equipment. Apple will provide support for the then-current version of the operating system that it provides connectivity assistance for under APP for Apple Display, and the prior supported Major Release.

(iv) Under APP for Apple TV, Apple will provide technical support for the Covered Equipment, software applications that are pre-installed with the Covered Equipment ("Apple TV Software") and connectivity issues between the Covered Equipment, a supported computer and a supported television. Apple will provide support for the then-current version of the Apple TV Software and the prior supported Major Release. For purposes of this section, a "supported computer" means a computer that meets the Covered Equipment's connectivity specifications and runs an operating system that is supported by the Covered Equipment, and a "supported television" means a television that meets the Covered Equipment's connectivity specifications.

b. Limitations. The Plan does not cover:

- (i) Your use of the Mac OS and Consumer Software as server-based applications;
- (ii) Issues that could be resolved by upgrading software to the then current version;
- (iii) Your use of or modification to the Covered Equipment, the Mac OS, iPod Software, Apple TV Software or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified;
- (iv) Third-party products or their effects on or interactions with the Covered Equipment, the Mac OS, iPod Software, Apple TV Software or Consumer Software;
- (v) Your use of a computer or operating system under APP for iPod that is unrelated to iPod Software or connectivity issues with the Covered Equipment;
- (vi) Your use of a computer or operating system under APP for Apple Display that is unrelated to connectivity issues with the Covered Equipment;
- (vii) Your use of a computer or operating system under APP for Apple TV that is unrelated to Apple TV Software or connectivity issues with the Covered Equipment;
- (viii) Apple software other than the Mac OS, iPod Software or Consumer Software as covered under the applicable Plan;

- (ix) Mac OS software for servers;
- (x) Mac OS software or any Apple-branded software designated as “beta”, “prerelease,” or “preview” or similarly labeled software;
- (xi) Third-party web browsers, email applications, and Internet service provider software, or the Mac OS configurations necessary for their use, or
- (xii) Damage to, or loss of any software or data residing or recorded in the Covered Equipment.

#### c. Obtaining Technical Support

You may obtain technical support by calling the telephone number listed in the Guide. The Apple technical support representative will provide you technical support. Apple’s hours of service are described in the Guide. Apple reserves the right to change its hours of technical service and telephone numbers at any time. Web-based support resources are offered to you at the Apple website listed in the Guide.

### 3. Your Responsibilities

To receive service or support under the Plan, you agree to comply with the following:

- a. Provide your Plan Agreement Number and serial number of the Covered Equipment;
- b. Provide information about the symptoms and causes of the problems with the Covered Equipment;
- c. Respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue.
- d. Follow instructions Apple gives you, including but not limited to refraining from sending Apple products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions; and
- e. Update software to currently published releases prior to seeking service.

### 4. Limitation of Liability

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

You may cancel this Plan at any time for any reason. If you decide to cancel either call Apple at the telephone number provided in the Guide, or send or fax written notice with your Plan Agreement Number to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland (fax number: +353-(0)21-428-3917). A copy of the Plan's original proof of purchase must accompany your notice. Unless local law provides otherwise, if you cancel within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund less the value of any service 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 your receipt of this Plan, you will receive a pro rata refund of the original purchase price, based on the percentage of unexpired Coverage Period, less (a) the applicable cancellation fee listed in section 8 or ten percent (10%) of the pro-rata amount, whichever is less, and (b) the value of any service provided to you under the Plan. Unless applicable local law provides otherwise, Apple may cancel this Plan if service parts for the Covered Equipment become unavailable, upon thirty (30) days' prior written notice. If Apple cancels this Plan, you will receive a pro-rata refund for the Plan's unexpired term.

#### 6. Transfer of Plan

Subject to the restrictions set forth below, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (a) the transfer must include the original Proof of Purchase, the Plan's Certificate and all of the Plan's packaging material, including printed materials and these Terms and Conditions; (b) you notify Apple of the transfer 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); and (c) the party receiving the Plan reads and accepts the Terms and Conditions of the Plan. When notifying Apple of the transfer of the Plan, you must provide the Plan Agreement Number, the serial numbers of the Covered Equipment being transferred, and the name, address, telephone number and email address of the new owner.

#### 7. General Terms

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 Austria, Belgium, Denmark (excluding Greenland and Faroe Islands), Germany, Greece, Finland (excluding Åland), France (excluding overseas departments and territories but including Guadeloupe, Reunion Island, Martinique, Tahiti and Guyana), Ireland, Italy, Luxembourg, Monaco, Netherlands, Poland, Portugal, Russian Federation (excluding Kuril and Sakhalin Islands), Spain (excluding Ceuta, Melilla) Sweden, Switzerland, Norway (excluding Svalbard) and the United Kingdom. This Plan is not offered to persons who have not reached the age of majority. This Plan is not available where prohibited by law.
- e. In carrying out its obligations Apple may, at its discretion and solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between you and Apple.
- f. 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 and to confirm compliance with applicable laws. This may include transferring your data to affiliated companies or service providers located in countries where data protection laws may be less comprehensive than your country of residence, including but not limited to Australia, Canada, countries of the European Union, India, Japan, the People's Republic of China and the U.S.
- g. Apple will protect your information in accordance with the Apple Customer Privacy Policy available at URL [www.apple.com/legal/warranty/privacy](http://www.apple.com/legal/warranty/privacy). If you wish to have access to the information that Apple holds concerning you, if you want to make any changes, click [www.apple.com/contact/myinfo](http://www.apple.com/contact/myinfo) to update your personal contact preferences or you may contact Apple's European data controller at [privacyeurope@apple.com](mailto:privacyeurope@apple.com).
- h. The Terms and Conditions of this Plan prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's entire understanding with respect to the Plan.
- i. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.
- j. There is no informal dispute settlement process available under this Plan.
- k. The financial obligations of this Plan are backed by Apple Sales International, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland. 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.
- l. 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.
- m. In the event any section or portion of a section of these Terms and Conditions are deemed invalid, void or unenforceable, that section or portion of a section shall be stricken from the Terms and Conditions, and the remaining Terms shall continue in full force and effect.

## 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 be bound 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.

Section 7.e to 7.g - Section 7.e to 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.

## GREECE

Section 4 – section 4 is replaced by the following:

THE PROTECTION PROVIDED UNDER THE PRESENT AGREEMENT IS IN ADDITION TO ALL THE RIGHTS AND PROTECTION PROVIDED UNDER THE CIVIL CODE AS TO SELLER'S LIABILITY AGAINST ACTUAL DEFECTS OR DEFICIENCIES OF THE AGREED PROPERTIES, AND TO THE PROTECTION PROVIDED FOR CONSUMERS IN ACCORDANCE WITH LAW 2251/1994 re: CONSUMER PROTECTION.

APPLE WILL BE LIABLE TO COMPENSATE YOU AGAINST ANY DIRECT OR INDIRECT DAMAGE RESULTING FROM INADEQUATE PERFORMANCE OF ITS CONTRACTUAL OBLIGATIONS DUE TO FRAUD OR NEGLIGENCE.

APPLE WILL ALSO BE LIABLE TO COMPENSATE YOU FOR EACH DAMAGE, INJURY, AND/OR DEATH CAUSED BY ILLEGAL AND CULPABLE CONDUCT ON ITS PART.

IN PARTICULAR, APPLE STATES THAT IT DOES NOT GUARANTEE IT WILL BE ABLE: (i) TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK OF DAMAGING OR LOSING PROGRAMS OR DATA; AND (ii) TO MAINTAIN THE DATA'S CONFIDENTIALITY.

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 7 –

The following should be added to Section 7:

d. All Plans may not be available in your country.

Section 7 is amended as follows:

e. Upon performing its obligations, Apple may, for the purpose of checking the quality of Apple's response only, record part or all of the telephone calls made between you and Apple, after notifying you thereof and obtaining your consent.

f. You agree, understand, and expressly consent to the collection, processing, and use of your non-sensitive personal data by Apple, solely for the purpose of performing the services and providing the services provided under the Plan and to confirm compliance

with applicable laws. In addition, you expressly consent to a potential transfer of your data to affiliated companies or service providers in countries where the data protection legislation may be less comprehensive than in the country where you are domiciled, including, but not limited to, Australia, Canada, European Union member states, India, Japan, the People's Republic of China, and the U.S.A.

g. Apple will protect your data in accordance with Apple's Customer Personal Data Protection Policy (see [www.apple.com/legal/warranty/privacy](http://www.apple.com/legal/warranty/privacy)). If you wish to access the information concerning you that is maintained by Apple, or to make changes thereto, go to [www.apple.com/contact/myinfo](http://www.apple.com/contact/myinfo) to update your personal preferences, or contact Apple's European data control team at [privacyeurope@apple.com](mailto:privacyeurope@apple.com).

## 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.

POLAND

Section 5 – the following should be added to Section 5:

If you are a consumer and have entered into this Plan through the Apple Store web site or over the telephone, you may cancel this Plan at any time within fourteen days following the date of purchase, without reason. You will receive a 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.

Section 7 – the following should be added to Section 7:

d. All Plans may not be available in your country.

## PORTUGAL

Nothing in these terms and conditions shall limit the manufacturer's obligations and responsibilities under the general product safety legislation.

The services provision hereby agreed upon is additional to the mandatory warranty period of your products, as per applicable legislation on the warranty of consumer goods.

In accordance with Decree-Law no. 446/85, of October 25, nothing in these terms and conditions shall, in any manner whatsoever, be interpreted as:

Limiting or in any manner altering obligations assumed directly by Apple or its representative in the contracting;

Excluding or limiting, directly or indirectly, the liability for damages caused to the life, moral or physical integrity or health of persons;

Excluding or limiting, directly or indirectly, the liability for non contractual patrimonial damages;

Excluding or limiting, directly or indirectly, the liability for definitive non compliance, delay in compliance or defective compliance in case of fraud or serious misconduct;

Excluding or limiting, directly or indirectly, the liability for acts of representatives or auxiliary persons in case of fraud or serious misconduct.

### Section 4

If you are a consumer, nothing in these terms and conditions shall limit or exclude in any manner whatsoever your rights as per law no. 24/96, of July 31.

In any event, Apple shall only be liable for definitive non compliance, delay in compliance or defective compliance in cases of gross negligence or willful misconduct imputable to Apple or to its representatives or auxiliary persons. If not, Apple shall not in any event be liable for damages caused by third parties or by you; and any liability imputable to Apple or to its representatives or auxiliary persons which is not caused by their gross negligence or willful misconduct is hereby expressly excluded.

However nothing in this Plan shall exclude or limit, directly or indirectly, the liability imputable to Apple for damages caused to the life, moral or physical integrity or health of persons or for non contractual patrimonial damages.

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.

### Section 7

The consumer or any physical entity that has given his/her personal data to be processed by Apple within the scope of this contract can access said personal data through [privacyeurope@apple.com](mailto:privacyeurope@apple.com), where he/she can demand said personal data to be corrected, updated or eliminated, as per Apple Customer Privacy Policy, available at [www.apple.com/legal/privacy](http://www.apple.com/legal/privacy)

## RUSSIA

Apple does not sell or support the AirPort Extreme Card, AirPort Express or AirPort Extreme Base Station, Time Capsule in Russia. Furthermore, service options are limited

in Russia. You should review the following support website for information on support options available to you: [www.apple.com/ru/support](http://www.apple.com/ru/support).

(ii) in Section 1c is replaced by the following:

(ii) Onsite service is available for many desktop computers if the location of the Covered Equipment is within an 80-kilometer radius of an Apple Authorized Onsite Service Provider located in a country listed in Section 7(d). 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. The Covered Equipment will be transported 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.

Section 4: Additional conditions to Section 4:

4.1 – If you are a consumer, nothing in this Plan shall limit or exclude Apple’s liability for any breach of legislation.

4.2 – If you are a consumer, nothing in this Plan shall limit or exclude Apple’s compensation in case of deliberate violation of obligations.

Section 5 – the following should be added to 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 7: the following should be added to Section 7:

d. All Plans may not be available in your country

Additional condition to Section 7 (g):

Customers in the Russian Federation may also address the above-mentioned representative of the Company on the issue of data protection rights.

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 extent 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 extent 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.

Apple Sales International, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland  
[www.apple.com](http://www.apple.com)

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