

AppleCare Protection Plan for iPhone

Terms and Conditions

Your AppleCare Protection Plan for iPhone (herein referred to as the “Plan”) is governed by these Terms and Conditions and constitutes your service contract with Apple Sales International (“Apple”). Subject to these Terms and Conditions, your Plan (i) covers defects for the Apple-branded iPhone product listed in your Plan’s Certificate or Proof of Coverage document (“Plan Confirmation”), an Apple-branded iPhone Bluetooth headset if owned by you and used with the covered iPhone and the hardware accessories that are contained in the covered iPhone’s original packaging (collectively the “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. Apple may restrict service provided under this Plan to the Covered Equipment’s original country of purchase.

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, at its option, repair or replace the affected Covered Equipment, if (i) during the Repair Coverage Period there is a defect in the Covered Equipment’s materials or workmanship or, (ii) during the Coverage Period, the capacity of the covered iPhone battery to hold an electrical charge has depleted fifty (50%) percent or more from its original specification, (after being fully charged and the covered iPhone playing audio or video with all settings reset). 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 making the Covered Equipment available for service.

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) or network or cellular 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 wireless 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) Problems caused by the function of a network or cellular service or viruses or other software problems introduced into the Covered Equipment;

(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) Preventative maintenance on the Covered Equipment;

(x) The provision of replacement equipment during the period when the Covered Equipment is being serviced;

(xi) Damage to, or loss of any software or data residing or recorded in the Covered Equipment. THE CONTENTS OF YOUR IPHONE WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF SERVICE. Your iPhone or a replacement iPhone will be returned to you as your iPhone was configured when originally purchased, subject to applicable updates. Apple may install system software ("iPhone OS") updates as part of your service that will prevent the iPhone from reverting to an earlier version of the iPhone OS. Third party applications installed on the iPhone may not be compatible or work with the iPhone as a result of the iPhone 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;

(xii) Defects caused by normal wear and tear or otherwise due to normal aging of the Covered Equipment;

(xiii) Any support relating to software, data or media installed on the Covered Equipment; or

(xiv) Except as specifically provided herein, any other damages that do not arise from defects in materials and workmanship or ordinary and customary usage of 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 location or the Apple authorized wireless service provider offering carry-in service. Service will be performed at the location, or the store 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) 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.

(iii) Do-It-Yourself Parts service is available for many Covered Equipment parts or accessories, 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 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.

(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 number listed below.

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. Service options, parts availability and response times may vary.

d. Obtaining Repair or Replacement Service

To obtain service under this Plan, access the Apple website for your country or call the telephone number, both listed below. 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, 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. Apple will provide technical support for the Covered Equipment, iPhone OS, software applications that are pre-installed with the Covered Equipment ("iPhone 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 iPhone OS and iPhone Software, and the prior Major Release, but reserves the right to change the support it provides on any previous versions at any time. 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.

b. Limitations. The Plan does not cover:

- (i) Issues that could be resolved by upgrading software to the then current version;
- (ii) Your use of or modification to the Covered Equipment, the iPhone OS or iPhone Software in a manner for which the Covered Equipment or software is not intended to be used or modified;
- (iii) Third-party products or their effects on or interactions with the Covered Equipment, the iPhone OS or iPhone Software;
- (iv) Your use of a computer or operating system that is unrelated to iPhone Software or connectivity issues with the Covered Equipment;
- (v) Apple software other than the iPhone OS or iPhone Software, as covered under the Plan;
- (vi) iPhone OS software or any Apple-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software; and
- (vii) 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 below. The Apple technical support representative will provide you technical support. Apple's hours of service are described below. 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 list below.

3. Your Responsibilities

To receive service 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; and
- c. 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
- d. 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 below, 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. 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) any 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

You may transfer this Plan to a new owner of the Covered Equipment 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. You must provide the Plan Agreement Number,

the serial numbers of the Covered Equipment being transferred, proof of purchase of the Plan, 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, France (excluding Corsica, overseas departments and territories), Germany, Ireland, Italy, Spain (including Balearic Islands but excluding Canary Islands, Ceuta, Melilla), Switzerland 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 that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with the Apple Customer Privacy Policy available at the webpage listed below.
- g. 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 or if you have questions regarding how your data may be impacted by being processed in this way, contact Apple at the telephone numbers provided.
- h. Apple will protect your information in accordance with Apple Customer Privacy Policy. 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's European data controller at privacyeurope@apple.com.
- i. 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.
- j. Your rights under the Plan are in addition to any warranty rights you may be entitled to. You must purchase and register the Plan while your Apple-branded iPhone is within Apple's One Year Limited warranty. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.
- k. There is no informal dispute settlement process available under this Plan.
- l. 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, Hollyhill Industrial Estate, Hollyhill, Cork, Ireland would assume such obligations.
- m. 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.
- n. 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 provisions 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.

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.

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.

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.

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.

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.

Country	Telephone	Hours of Operation	Support WebPage	Privacy WebPage
Austria	(43) 0810 300 427	Monday to Friday 8 am – 7:45 pm Saturday 10 am - 5:45 pm *	www.apple.com/at/support	www.apple.com/at/legal/privacy
France	(33) 0805 540 003	Mon- Fri: 8am -7:45 pm; Sat10am-5:45 pm*	www.apple.com/fr/support	www.apple.com/fr/legal/privacy
Germany	(49) 01805 009 433	Mon- Fri: 8am-7:45 Sat 10 am -5:45 pm*	www.apple.com/de/support	www.apple.com/de/legal/privacy
Ireland	(353) 1850 946 191	Mon – Fri 8am – 7:45 pm; Sat 10 am – 5:45 pm*	www.apple.com/ie/support	www.apple.com/ie/legal/privacy
Italy	(39) 199 120 800	Mon-Fri 8am-7:45pm*	www.apple.com/it/support	www.apple.com/it/legal/privacy
Spain	(34) 902 151 992	Mon-Fri: 9am – 7:45pm*	www.apple.com/es/support	www.apple.com/es/legal/privacy
Switzerland	(41) 0848 000 132	Mon-Fri 8am-7:45 pm; Sat 10 am- 5:45 pm*	Switzerland French www.apple.com/chfr/support Switzerland German www.apple.com/chde/support	Switzerland French www.apple.com/chfr/legal/privacy Switzerland German www.apple.com/chde/legal/privacy
UK	(44) 0844 209 0611**	Mon-Fri 8am-7:45pm; Sat 10am-5:45pm*	www.apple.com/uk/support	www.apple.com/uk/legal/privacy

* Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and www.apple.com/support/contact/phone_contacts.html. Toll-free numbers are not available in all countries. Local and national telephone rates may apply.

** £0.05 per minute when dialed from a landline within the UK. Call charges may vary when calling from a mobile phone.

A list of authorized wireless service providers is available online at:
<http://images.apple.com/legal/warranty/docs/iPhoneAuthorizedDistributors.pdf>

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