

## AppleCare Protection Plan for iPad – Latin America

### How Consumer Rights Affect this Plan

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THE ABOVE MENTIONED 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 APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

1. **The Plan.** This service contract governs the hardware service and technical support provided to you by Apple under the above-mentioned plan (the "Plan") for the Apple branded product and the accessories contained in its original packaging ("Covered Equipment") listed on your proof of coverage document ("Plan Confirmation"). For the purposes of this Plan, Apple will mean the entity or the successor in title to the entity listed in section 12 below.

### 2. When Coverage Begins and Ends.

Coverage begins when you purchase the Plan and ends on the date specified in your Plan Confirmation ("Coverage Period"). To obtain your Plan Confirmation register your Covered Equipment and your Plan's registration number ("Plan Agreement Number") with Apple. If auto-registration is available, your sales receipt will be your Plan Confirmation. The terms of this Plan, the original sales receipt for your Plan and the Plan Confirmation are each part of your service contract. The price of the Plan is contained in the original sales receipt. The hardware service and technical support coverage provided by the Plan is additional to the coverage provided by the manufacturer's hardware warranty and complimentary technical support.

### 3. What is Covered?

#### 3.1 Hardware Service

If during the Coverage Period, you submit a valid claim by notifying Apple that (i) a defect in materials and workmanship has arisen in the Covered Equipment or, (ii) the capacity of the Covered Equipment's battery to hold an electrical charge has depleted fifty (50%) percent or more from its original specifications, Apple will either (a) repair the defect at no charge, using new or refurbished parts that are the equivalent to new in performance and reliability, or (b) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability and is functionally equivalent to the original product. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage for the remaining period of the plan.

#### 3.2 Covered Equipment

In addition to the Apple-branded product and accessories contained in the original packaging, "Covered Equipment" includes an AirPort Extreme Card, an AirPort Express or AirPort Extreme Base Station, and Time Capsule, if used with the Covered Equipment and originally purchased by you no earlier than two years before the Covered Equipment purchase.

### 3.3 Technical Support

During the Coverage Period, Apple will provide you with access to telephone 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 service is required. Apple will provide support for the then-current version of the supported 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. The scope of technical support provided to you will vary according to your Plan.

### 3.4 Scope of Technical Support

Under the Plan, Apple will provide technical support for the Covered Equipment, iPad OS ("iOS") and software applications that are pre-installed with the Covered Equipment (both referred to as "Consumer Software") and connectivity issues between the Covered Equipment and a "Supported Computer", meaning a computer that meets the Covered Equipment's connectivity specifications.

## **4. What is not Covered?**

4.1 Hardware Service. Apple may restrict service to the Covered Equipment's original country of purchase. The Plan does not apply to:

- (i) Installation, removal or disposal of the Covered Equipment, or provision of equipment while the Covered Equipment is being serviced;
- (ii) Damage caused by (a) a product that is not the Covered Equipment, (b) accident, abuse, misuse, liquid contact, fire, earthquake or other external causes, (c) operating the Covered Equipment outside the permitted or intended uses described by the manufacturer, or (d) service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP");
- (iii) Covered Equipment with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer;
- (iv) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety;
- (v) Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
- (vi) Preventative maintenance on the Covered Equipment; or

(vii) Defects caused by normal wear and tear or otherwise due to normal aging of the product;

**4.2 Technical Support.** The Plan does not include:

- (i) Your use of the iOS and Consumer Software as server-based applications;
- (ii) Issues that could be resolved by upgrading software to the then current version;
- (iii) Third-party products or their effects on or interactions with the Covered Equipment, the iOS or Consumer Software;
- (iv) Your use of a computer or operating system that is unrelated to Consumer Software or connectivity issues with the Covered Equipment;
- (v) Apple software other than the iOS or Consumer Software, as covered under the Plan;
- (vi) iOS software or any Apple-branded software designated as “beta”, “prerelease,” or “preview” or similarly labeled software; or
- (vii) Damage to, or loss of any software or data residing or recorded on the Covered Equipment. Recovery and reinstallation of software programs and user data are not covered under this Plan.

## **5. How to Obtain Service and Support?**

You may obtain hardware services and technical support by accessing the Apple website ([www.apple.com/support/country](http://www.apple.com/support/country)) or calling the telephone number listed in the AppleCare Quick Reference Guide (“Guide”). The Guide is included in the Plan’s packaging. If calling, an Apple technical support representative will answer, request your Plan Agreement Number or Covered Equipment serial number, before providing assistance. Keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan, as it will be required if there is any question as to your product’s eligibility for coverage.

## **6. Hardware Service Options.**

6.1 Apple will provide hardware services through one or more of the following options:

- (i) Carry-in service. Return the Covered Equipment to an Apple-owned retail store or an AASP location offering carry-in service. Service will be performed at the location, or the store may send the Covered Equipment to an Apple repair service (“ARS”) location to be repaired or replaced. Once you are notified that service is complete, you will promptly retrieve the Covered Equipment.
- (ii) 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 an ARS location in accordance with Apple’s instructions. Once service is complete, the ARS location will return the Covered Equipment or a replacement product to you. Apple will pay for shipping to and from your location if all instructions are followed.
- (iii) Express replacement or do-it-yourself (“DIY”) parts service. Express replacement is available for certain Covered Equipment products, and DIY parts service is available for many Covered Equipment parts, allowing you to service your own product. If DIY parts service is available in the circumstances, the following process will apply.

(a) Service where Apple requires return of the replaced product or part. Apple may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you are unable to provide credit card authorization, service may not be available to you and Apple will offer alternative arrangements for service. Apple will ship a replacement product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced product or part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the product or part and shipping to and from your location. If you fail to return the replaced product or part as instructed or return a replaced product or part that is ineligible for service, Apple will charge the credit card for the authorized amount.

(b) Service where Apple does not require return of the replaced product or part. Apple will ship you free of charge a replacement product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product or part.

(c) Apple is not responsible for any labor costs you incur relating to express replacement or DIY parts service. Should you require further assistance, contact Apple at the telephone number listed below.

6.2 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 will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Covered Equipment cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and 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.

## **7. Your Responsibilities**

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

(i) Provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, if requested;

(ii) Provide information about the symptoms and causes of the issues with the Covered Equipment;

(iii) 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;

(iv) 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;

(v) Update software to currently published releases prior to seeking service; and

(vi) Make sure to backup software and data residing on the Covered Equipment. DURING APP FOR IPAD SERVICE, APPLE WILL DELETE THE CONTENTS OF THE IPAD AND

REFORMAT THE STORAGE MEDIA. Apple will return your iPad or provide a replacement iPad as the iPad was originally configured, subject to applicable updates. Apple may install iOS updates as part of hardware service that will prevent the iPad from reverting to an earlier version of the iOS. Third party applications installed on the iPad may not be compatible or work with the iPad as a result of the iOS update. You will be responsible for reinstalling all other software programs, data and passwords.

## **8. Limitation of Liability**

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 (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

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. 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. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **9. Cancellation**

You may cancel this Plan at any time for any reason. If you decide to cancel either call Apple at the telephone number listed in section 12. 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 from the Plan's date of purchase, less (a) the cancellation fee listed in section 12 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 for fraud or material misrepresentation. Unless applicable local law provides otherwise, Apple may also cancel this Plan if service parts for the Covered Equipment become unavailable, upon thirty (30) days' prior written notice. If Apple cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

## 10. Transfer of Plan

(i) With Transfer of Covered Equipment to New Owner. 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 includes a copy of the Plan's original proof of purchase, the Plan's Confirmation 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 written notice of transfer to the address listed in section 12 below, and (c) the party receiving the Plan 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 number of the Covered Equipment being transferred, a copy of the Plan's original proof of purchase and the name, address, telephone number and email address of the new owner.

(ii) With Transfer From Original Covered Equipment to New Covered Equipment. You may make a one time, permanent transfer of the coverage under the Plan to a new Apple product that is owned and purchased by you within thirty (30) days of the Covered Equipment purchase. The new product must be eligible for coverage under the Plan and at the time of transfer both products must be covered under the manufacturer's one (1) year limited warranty. Apple will issue a Plan Confirmation for the new product, which will then become the Covered Equipment. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial numbers and Proof of Purchase of the products being transferred by sending or faxing, where available, notice of transfer to Apple as set forth in the section immediately above.

## 11. General Terms

(i) 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.

(ii) Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.

(iii) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.

(iv) This Plan is offered and valid only in the counties listed in section 12. This Plan is not offered to persons who have not reached the age of majority. This Plan is not available where prohibited by law.

(v) 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.

(vii) 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.

(viii) Apple will protect your information in accordance with 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 or if you want to make changes, access URL [www.apple.com/contact/myinfo](http://www.apple.com/contact/myinfo) to update your personal contact preferences or you may contact Apple at URL [www.apple.com/privacy/contact](http://www.apple.com/privacy/contact).

(ix) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, 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.

(x) You must purchase and register the Plan while your Apple-branded product 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.

(xi) There is no informal dispute settlement process available under this Plan.

(xii) Apple is the legal and financial obligor for Plans sold in the relevant country.

(xiii) The governing law of this Plan will be the law of the country listed in section 12 below for the country in which the Plan was purchased.

(xiv) To obtain a list of Apple Authorized Service Providers, call the local telephone support numbers provided with the Plan's packaging. A list of Apple Authorized Service Providers that are available for service under the Plan is accessible as listed in section 12.

(xv) Support services under this Plan may be available in English, Spanish and Portuguese only.

(xvi) There is no deductible payment due in respect of a claim made under this Plan.

(xvii) The Plan will not be cancelled due to pre-existing conditions in the Covered Equipment that are eligible for service under the Plan.

## 12. Country Variations

The following country, province and state variations will control if inconsistent with any other provisions of this Plan:

Brazil: Parties to Contract – Apple Computer Brasil Ltda., Av. Cidade Jardim, 400- 2º andar, São Paulo, São Paulo 01454-901, Brasil, enrolled at CNPJ under nº 00.623.904/0001-73. Cancellation (Section 9) – Cancel by sending written notice to AppleCare, Apple Computer Brasil Ltda., Av. Cidade Jardim, 400- 2º andar, São Paulo, São Paulo 01454-901, Brasil. 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 30 days after your Plan's purchase you will receive a pro-rata refund of the Plan's original purchase price, less (i) a cancellation fee of R\$25,00 or 10 percent of the pro-rata amount, whichever is less. Transfer (Section 10) – Transfer by sending written notice to AppleCare, Apple Computer Brasil Ltda., Av. Cidade Jardim, 400- 2º andar, São Paulo, São Paulo 01454-901, Brasil. General Terms (Section 11) – This Plan is offered and valid only in Brazil. The laws of the Federal Republic of Brazil govern this Plan. A list of Apple Authorized Service Providers

that are available for service under the Plan is accessible at [www.apple.com/la/centrosdeservicio/](http://www.apple.com/la/centrosdeservicio/) and [www.apple.com/support/country](http://www.apple.com/support/country). All plans may not be available in your country.

Mexico: Parties to Contract – Apple Operations Mexico S.A. de C.V., Prolongación Paseo de la Reforma #600, Suite 132, Colonia Peña Blanca, Santa Fé, Delegación Álvaro Obregón, México, D.F., CP 01210, México. Cancellation (Section 9) – Cancel by sending written notice to AppleCare, Apple Operations Mexico S.A. De C.V., Prolongación Paseo de la Reforma #600, Suite 132, Colonia Peña Blanca, Santa Fé, Delegación Álvaro Obregón, México, D.F., CP 01210, México. 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 30 days after your Plan's purchase you will receive a pro-rata refund of the Plan's original purchase price, less (i) a cancellation fee of USD\$25.00 or 10 percent of the pro-rata amount, whichever is less. Transfer (Section 10) – Transfer by sending written notice to AppleCare, Apple Operations Mexico S.A. de C.V., Prolongación Paseo de la Reforma #600, Suite 132, Colonia Peña Blanca, Santa Fé, Delegación Álvaro Obregón, México, D.F., CP 01210, México. General Terms (Section 11) – This Plan is offered and valid only in Mexico. The federal laws of Mexico govern this Plan. A list of Apple Authorized Service Providers that are available for service under the Plan is accessible at [www.apple.com/la/centrosdeservicio/](http://www.apple.com/la/centrosdeservicio/) and [www.apple.com/support/country](http://www.apple.com/support/country).

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