

Out-of-Warranty Advance Replacement Service for iPhone Terms and Conditions

If you want to minimize the amount of time without an iPhone when your phone is ineligible for warranty service, but is repairable, Apple can mail you an advance replacement iPhone for a fee when you arrange Out-of-Warranty Service.

1. **Service.** If Apple determines that your original iPhone (“Original iPhone”) is eligible for the Advance Replacement Service (“ARS”) and you choose to order an advance replacement iPhone by providing to Apple or its authorized agent your credit card details, Apple will ship to your designated location a new or refurbished replacement iPhone (“Replacement iPhone”) in exchange for your Original iPhone.

You will return the Original iPhone so that Apple receives it within ten (10) days from the date Apple ships the Replacement iPhone (the “Return Period”) to you. You must return the Original iPhone in the package that contained the Replacement iPhone in accordance with Apple’s instructions. Apple will retain the Original iPhone and you will retain the Replacement iPhone.

2. **Charges.** For the Replacement iPhone, Apple will charge your credit card the Advance Replacement Service charge (“ARS Charge”) and the Out-of-Warranty fee (“OOW Fee”) as described at www.apple.com/support/iphone/service/exchange (“ARS FAQ Web Page”), at the time your Replacement iPhone ships.

If Apple receives the Original iPhone within the Return Period in a condition that is not eligible for Out-of-Warranty Service, your credit card will be charged an additional amount representing the difference between the replacement value of a new iPhone (“Replacement Value”) and the OOW Fee (hereinafter described as the “Cover Charge”), as described at the ARS FAQ Web Page. An Original iPhone that is inoperable due to unauthorized modifications or has failed due to catastrophic damage, such as the device separating into multiple pieces, are examples of an iPhone that is ineligible for Out of Warranty Service.

If Apple does not receive the Original iPhone within the Return Period your credit card will be charged the Cover Charge. However, if the Original iPhone is returned to Apple within ten (10) days after the end of the Return Period your credit card will be charged the Late Fee, as described at the ARS FAQ Web Page, and any other charges for which you are responsible, and the remainder of the Cover Charge will be credited back to your credit card. All fees and charges described herein exclude all applicable taxes.

3. **Additional Terms.** In addition to the terms described herein, Apple’s Repair Terms and Conditions, as described at http://images.apple.com/legal/terms/repair/docs/070108a_iphone_OOW.pdf will apply.