

## AppleCare Extended Service Agreement for Latin America and the Caribbean

### Terms and Conditions

Your AppleCare Extended Service Agreement for Latin America and the Caribbean ("Plan") is governed by these Terms and Conditions and constitutes your service contract with Apple Computer, Inc. ("Apple").

#### 1. Coverage

a. Coverage. For the period ("Coverage Period") stated in your Plan's Certificate or Proof of Coverage document ("Plan Confirmation"), Apple covers defects in materials and workmanship for the Apple-branded product(s) listed on the Plan Confirmation ("Covered Equipment"). Apple's obligation to repair or replace shall extend only to Covered Equipment located in the Latin American or Caribbean region except for (i) portable computers, meaning those that can operate independently without a power cord, and (ii) Mac mini, for which Apple will provide global repair and replacement service.

b. Plan Confirmation. To obtain the Plan's Confirmation, you must enroll in the Plan by following the instructions that Apple provides. To enroll you must provide the unique agreement or enrollment number, which is included in the Plan's packaging ("Plan Agreement Number"). Education institutions choosing the Auto-Enrollment option, where available, will automatically receive a Plan Confirmation document. If you purchased the Plan along with the Apple-branded product to be covered at an Apple-owned retail store, where applicable, the sales receipt provided to you, which also states the total consideration you paid for the Plan, may contain the Plan Agreement Number, which confirms your product's coverage under the Plan and your receipt will serve as your Plan's Confirmation.

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

#### 2. Service Provided

a. Service Options. If Apple determines that the Covered Equipment may require repair or replacement service, Apple may facilitate service through one or more of the following options: (i) Carry-in service is available for most Covered Equipment products. Return the Covered Equipment requiring service to an Apple Authorized Service Provider location, or an Apple owned retail store offering carry-in service, if available. Service will be performed at the location, or facilitated through the store or service provider to an Apple repair service location. Once you are notified that service is complete, you agree to retrieve the product as soon as possible. (ii) Direct mail-in service is available for most Covered Equipment products. If Apple determines that your product is eligible for mail-in service, Apple will send you prepaid way bills (and if you no longer have the original packaging, Apple may send you packaging material) and you will ship the Covered Equipment to Apple's repair service location in accordance with its instructions. Once service is complete, the Apple repair service location will return the Covered Equipment to you. Apple will pay for shipping to and from your location if all instructions are followed.

Apple reserves the right to change at any time 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. Your eligibility to receive a particular method of service may vary from country to country depending on service parts availability.

b. Replacement Parts and Products. In the event Apple repairs or replaces your Covered Equipment, you understand and agree that the replacement product and parts that Apple provides may be manufactured from new, refurbished, or serviceable used parts. The replacement product and parts will be functionally equivalent to the replaced products or parts and will assume the remaining coverage under the Plan. The parts and products that are replaced become Apple's property.

c. Limitations. The Agreement does not cover: (i) Telephone or technical support of any kind, including support relating to any software issues; (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) Any equipment with a serial number that has been altered or removed after the initial sale to you; (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 Agreement; (vi) Recovery or replacement of any data or software stored on the Covered Equipment; (vii) Cosmetic damage to the Covered Equipment (including but not limited to scratches, dents and broken plastic on ports, that does not otherwise affect its functionality or materially impair your use); (viii) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety; (ix) The provision of replacement equipment during the period when the Covered Equipment is being repaired; (x) Consumable parts, such as batteries, unless damage has occurred due to a defect in materials and workmanship; and (xi) Preventative maintenance on the Covered Equipment.

**3. Obtaining Service** To obtain service contact an Apple Authorized Service Provider. A complete listing is available at <http://www.apple.com/la/centrosdeservicio/en/>. The Apple Authorized Service Provider will determine whether your product requires service and, if it does, will inform you how it will be provided. Keep your Plan Confirmation document and your proof of purchase for the Covered Equipment. Proof of purchase may be required if there is any question as to your product's eligibility for coverage.

**4. 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. Answer a series of questions about the symptoms and causes of the problems with the Covered Equipment; c. Follow instructions Apple or an Apple Authorized Service Provider gives you, including but not limited to refraining from sending Apple the products that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions; and d. Updating Apple software to currently published releases prior to seeking service.

**5. Limitation of Liability** 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. 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.

**6. Cancellation** You may cancel this Agreement at any time for any reason. If you purchased the Agreement in Latin America & the Caribbean, cancel by sending written notice to Apple Latin America & Caribbean AppleCare Administration, One Alhambra Plaza Suite 700, Coral Gables, Florida, 33134 U.S.A. A copy of your proof of purchase of the Agreement must accompany your notice. If you cancel within 30 days of the start of this Agreement, you will receive a full refund less the value of the service provided; if you cancel more than 30 days after the start of this Agreement, you will receive a pro-rata refund of the original purchase price, less (i) a cancellation fee of U.S. \$25 or 10 percent of the pro-rata amount, whichever is less, and (ii) the value of the service provided. Apple may cancel this Agreement (a) upon 30 days' written notice or (b) in cases of fraud, immediately upon written notice. If Apple cancels this Agreement for any reason other than fraud, you will receive a pro-rata refund for the Agreement's unexpired term. If Apple cancels this Agreement due to fraud Apple may pursue any remedies that it may have at law or in equity, including the recovery of all damages to which Apple may be entitled.

**7. Other Provisions** a. You may not transfer the Plan to another third party. b. Apple may subcontract or assign performance of its obligations under this Agreement to third parties. 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. The Plan is available for sale only in Latin America & the Caribbean region. However, the Plan is not available for sale in Mexico, Brazil, Puerto Rico or any U.S. territory within Latin America & the Caribbean region and is not available where prohibited by law d. The terms and conditions of this Plan prevail over any conflicting, additional, or other terms of any purchase order, and constitute your and Apple's entire understanding with respect to the Services provided hereunder. e. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms. f. The laws of the State of California govern this Plan, unless the laws of your country or province require otherwise. g. The obligor under this Plan is Apple Computer, Inc, c/o One Alhambra Plaza Suite 700, Coral Gables, FL 33134, U.S.A., unless the laws of your country require otherwise, in which case Apple acts as the agent of the obligor. h. You agree and understand that it is necessary for Apple to collect, process and use your data in order to perform the service and support obligations under the Plan. This may include the necessity to transfer your data to affiliated companies or service providers located in the European Union, India, Japan, Canada, People's Republic of China or the U.S. i. Apple will protect your information in accordance with Apple Customer Privacy Policy available at URL [www.apple.com/legal/privacy](http://www.apple.com/legal/privacy). If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access URL [www.apple.com/contact/myinfo](http://www.apple.com/contact/myinfo) to update your personal contact preferences or you may contact Apple at [privacy@apple.com](mailto:privacy@apple.com). j. The parties agree that this Plan, and any subsequent changes or amendments, shall be available in English only.