

AppleCare Premium Service and Support Plan Terms and Conditions

Your AppleCare Premium Service and Support ("APSS" or "Plan"), is governed by these Terms and Conditions and constitutes your service contract with the Apple entity described in section 8 below ("Apple"). Subject to these Terms and Conditions, your Plan (i) covers defects for the Apple-branded Xserve or the Xserve RAID computer 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 eligibility for the Plan's coverage for defects begins on the date your Covered Period begins 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 new, refurbished or serviceable used parts. 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. Under APSS, Apple covers the Covered Equipment and one Apple branded display if purchased at the same time and registered with a covered Xserve. An Apple-branded mouse and keyboard are also covered under APSS if included with the Covered Equipment. Apple-branded RAM modules and Apple-branded PCI expansion or graphics cards are also covered under APSS if owned by you and used with 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, repair or replace the affected item. However, Apple will not cover any defects or failure due to any software or data residing or recorded in the Covered Equipment. 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 for software or data not originally installed on the Covered Equipment. Service may be limited or not available for up to thirty (30) days after a new model of the Covered Equipment is released.
- 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 unless failure has occurred due to a defect in materials and workmanship;
 - x. Preventative maintenance on the Covered Equipment; or
 - xi. Damage to, or loss of any software or data residing or recorded in 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 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. On-site service. On-site service is available if the location of the Covered Equipment is within the scope of the on-site coverage area as described on the online Service Plan Support Page (<http://www.apple.com/legal/applecare/acpssgeos.html>). When on-site service is requested within the coverage area, Apple will dispatch a service technician to the location of the Covered Equipment for the purpose of performing services. Apple will use reasonable efforts to provide a service technician at the location within the response times specified on the Service Plan Support Page. If a service technician visits a location at an agreed time and no Customer representative is available to provide access, an additional fee may apply. Further information about onsite service, including service coverage area and response times is available at the Service Plan Support Page.
 - iii. 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.
 - iv. Do-It-Yourself Parts service. Do-It-Yourself Parts service allows you to service your own product. If Do-It-Yourself Parts service is available in the circumstances, the following process will apply.
 - 1. 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.

2. 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. Apple is not responsible for any labor costs you incur relating to Do-It-Yourself Parts service.

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. 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 Service. To obtain service under this Plan, access the Apple website or call the toll-free telephone number listed in the Plan Confirmation or on the Service Plan Support Page. 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. 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. Scope of Coverage. Your eligibility for the Plan's technical support begins on the date your Coverage Period begins 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 includes assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery) using the graphical user interface commands, including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware repairs are required, all in connection with the originally configured Covered Equipment and Apple's proprietary Mac OS X Client or Server software product installed thereon, and updates thereof that are licensed commercially by Apple and are not in beta or pre-release form ("Supported Product"). Under the Plan, Apple will provide technical support for the purpose of resolving a specific, discrete problem that can be answered by isolating its origin to a single cause

- b. Limitations. The Plan does not cover:
 - i. the use or modification of a Supported Product in a manner for which it is not intended,
 - ii. the use of a third-party or Apple branded product that is not a Supported Product, whether or not bundled with the Covered Equipment,
 - iii. your failure to upgrade a Supported Product to a more current software release
 - iv. the use of a Supported Product that may be resolved through the use or configuration of an operating system's non-graphical command line functions,
 - v. the use of scripting, FX scripting, programming, compiling, bug tracking, debugging, infrastructure design, content creation, content customization, multimedia project planning/design, resource management, budgeting or training
 - vi. 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 in the Covered Equipment.
- c. Obtaining Service. You may obtain technical support by calling the toll-free telephone number listed in the Plan Confirmation or on the Service Plan Support Page.

3. **Customer's Responsibilities.** To receive support, you must register the Plan by following the instructions provided by Apple. Once registered, you may obtain support by following the instructions provided by Apple. You are responsible for all fees in establishing and maintaining email and telephone communication with Apple. You agree to cooperate with and follow instructions provided by Apple, including but not limited to assisting Apple diagnose or replicate an issue. You will ensure that while providing support, Apple has permission to access and use the Covered Equipment and any necessary third party equipment including all data, hardware and software components. Certain third party equipment warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment. It is your responsibility to ensure that the effect on the terms of warranty by Apple support is acceptable to you. You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs. You agree to maintain and implement a complete data backup and disaster recovery plan. You agree to have a reasonable understanding of the Supported Products. In the event Onsite service is provided, you will provide free, safe, and sufficient access to your facilities to allow Apple or its agents to perform service. You will ensure that any information or data disclosed to Apple is not confidential or proprietary. You will not use support received under these Terms and Conditions in a fraudulent or abusive manner. You agree to retain the Proof of Coverage document and the original sales receipt for the Covered Equipment and Service Plan to verify eligibility for coverage.

4. **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 DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, OR 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.
5. **Cancellation.** Subject to applicable law, Apple may change or terminate these Terms and Conditions, including the terms described on the Service Plan's Support Page upon not less than thirty (30) days' notice to you. If Apple cancels these Terms and Conditions, you will receive a pro-rata refund for the Service Plan's unexpired term. Apple may terminate these Terms and Conditions immediately, if you make a misrepresentation or breach any of the Terms and Conditions. If Apple cancels these Terms and Conditions for your misrepresentation or breach, the sums paid for the Service Plan will be non-refundable. You may cancel the Terms and Conditions at any time for any reason. You may cancel by providing written notice via mail to the location appropriate to your country of purchase listed in Section 8 below. Your notice of cancellation must be accompanied by a copy of the proof of purchase of the Service Plan. Unless applicable law provides otherwise, if you cancel within thirty (30) days of Apple's acceptance of your Plan, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund less the value of any services provided under the Plan. If you cancel more than thirty (30) days after Apple's acceptance of your Plan, or receipt of these Terms and Conditions, whichever occurs later, you will receive a pro-rata refund of the Service Plan's original purchase price, based on the unexpired Coverage Period, less (i) the applicable cancellation fee listed in section 8 below or ten (10%) percent of the pro-rata amount, whichever is less, and (ii) the value of any services provided to you under the Service Plan. All terms and conditions, limitations, exclusions and warranties contained herein that by their sense and context are intended to survive the termination of these Terms and Conditions, shall so survive.
6. **Transfer of Plan.** You may transfer this Service Plan by providing written notice of the transfer via mail to the location appropriate to your country of purchase listed in Section 8 below. Written notice of transfer must include the Service Plan's agreement number, proof of purchase of the Service Plan, and the name, address, telephone number and email address of the transferee.
7. **General Terms.**
 - a. **Availability of Service Plan;** . The Service Plan is available for sale only in the countries listed section 8 below.
 - b. **Force Majeure.** Apple will not be liable for performance delays or for non-performance due to causes beyond its reasonable control.
 - c. **Use of Support Services.** These Terms and Conditions are intended to support Covered Equipment that is being used in commercial or educational environments only.
 - d. **Additional Rights to Warranty.** This is not a warranty. The Covered Equipment may come with a limited warranty from Apple. It is your responsibility to review the

terms of the warranty to identify the rights and remedies contained therein. The rights provided under these Terms and Conditions are additional to those contained in the Covered Equipment's warranty.

- e. Use of Third Parties. Apple may subcontract or assign performance of its obligations under these Terms and Conditions to third parties, but shall not be relieved of its obligations to you in doing so.
- f. Additional Services. Any additional services provided as part of the Service Plan will be governed by these Terms and Conditions. In the event that software is made available as part of the support of this Service Plan, such software shall be the copyrighted work of Apple and/or its suppliers. You may install, reproduce, and use the software exclusively for the purpose of supporting the Supported Products, but, except as may be permitted by applicable law, may not decompile, reverse engineer, modify, rent, lease, loan, or create derivative works in the software. If the software is subject to the terms of a separate license agreement, the terms of the separate license agreement shall govern the software's terms of use. If you order an AppleCare Service Parts Kit, you acknowledge that its price is not included as part of this Service Plan.
- g. Waiver; Severability. A waiver of any breach or default under these Terms and Conditions shall not constitute a waiver of any subsequent breach or default. If a court of competent jurisdiction holds that any provision of these Terms and Conditions is invalid or unenforceable, the remaining portions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Terms and Conditions.
- h. Recording Calls. In delivering Support Services Apple may record part or all of the calls between you and Apple for quality assurance and reference purposes.
- i. Governing Law. The laws of the relevant country listed in section 8 below will apply to these Terms and Conditions.
- j. Customer Data. You agree and understand that it is necessary for Apple to collect, process and use its data in order to perform the service and support obligations under the Service Plan. This may include the necessity to transfer data to affiliated companies or service providers located in the European Union, South Africa, Australia, India, Japan, Canada, the People's Republic of China or the U.S. 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, notify Apple at the telephone numbers provided or if you have questions regarding how your data may be impacted by being processed in this way.
- k. Privacy. Apple will protect your information in accordance with Apple Customer Privacy Policy available at URL <http://www.apple.com/legal/warranty/privacy/>. If you wish to have access to the information that Apple holds on you or if you want to make changes, you may access URL www.apple.com/contact/myinfo to update personal contact preferences or contact privacy@apple.com for specific questions.
- l. Complete Agreement. These Terms and Conditions including any additional terms referenced herein constitute the entire agreement between Apple and you with regard to the Service Plan and the services provided thereunder and supersedes all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon Apple unless made in writing and signed by an authorized representative of Apple. Any term or condition on any order or other document submitted by you shall be of no force or effect whatsoever, and is

specifically rejected. These Terms and Conditions shall not renew without the written consent of Apple.

8. Country Variations

The following country variations will control if inconsistent with any provision of this Plan:

a) Afghanistan, Bangladesh, Bhutan, Brunei, Cambodia, Guam, Indonesia, Laos, Singapore, Malaysia, Nepal, Pakistan, Philippines, Sri Lanka and Vietnam: Parties to Contract – Apple South Asia Pte. Ltd Of 7 Ang Mo Kio Street 64, Singapore, 569086 (“Apple”). Cancellation (Section 5) – Cancel by sending written notice to AppleCare Administration, Apple South Asia Pte. Ltd of 7 Ang Mo Kio Street 64, Singapore 569086. 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 (i) a cancellation fee of \$45 (Singapore Dollars) or 10 per cent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 6) – Transfer by sending written notice to AppleCare Administration, Apple South Asia Pte. Ltd of 7 Ang Mo Kio Street 64, Singapore 569086. General terms (Section 7) – This plan is offered and valid only in Bangladesh, Cambodia, Guam, Indonesia, Laos, Singapore, Malaysia, Nepal, Pakistan, Philippines, Sri Lanka, Thailand and Vietnam. The laws of the Republic of Singapore govern this plan.

b) Hong Kong: Parties to Contract – Apple Asia Limited of 2401 Tower 1, Times Square, Causeway Bay, Hong Kong (“Apple”). Cancellation (Section 5) – Cancel by sending written notice to AppleCare Administration, Apple Asia Limited of 2401 Tower 1, Times Square, Causeway Bay, Hong Kong. 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 (i) a cancellation fee of \$195 (Hong Kong Dollars) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 6) – Transfer by sending written notice to AppleCare Administration, Apple Asia Limited of 2401 Tower 1, Times Square, Causeway Bay, Hong Kong. General Terms (Section 7) – This plan is offered and valid only in Hong Kong. The laws of the Special Administrative Region of Hong Kong govern this Plan.

c) Australia, Fiji, Papa New Guinea and Vanuatu: Parties to Contract – Apple Pty Limited at PO Box A2629, Sydney South, NSW , 1235 (“Apple”). Cancellation (Section 5) – Cancel by sending written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, South Sydney, NSW 1235. 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 (i) a cancellation fee of \$50 (Australia Dollars) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 6) – Transfer by sending written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, South Sydney , NSW, 1235. General Terms (Section 7) – This plan is offered and valid only in Australia, Fiji, Papa New Guinea and Vanuatu. The laws of New South Wales govern this Plan.

d) New Zealand: Parties to Contract – Apple Pty Limited at PO Box A2629, South Sydney, NSW 1235. (“Apple”). Cancellation (Section 5) – Cancel by sending written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, South Sydney, NSW 1235. If you cancel more than 30 days after your receipt of this Plan, you will received a pro-rata refund of the Plan’s original purchase price, less (i) a cancellation fee of \$50 (New Zealand Dollars) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 6) – Transfer by sending written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, South Sydney, NSW 1235. General Terms (Section 7) – This plan is offered and valid only in New Zealand. The laws of New South Wales govern this plan.

e) India: Parties to Contract – Apple India Private Ltd at 19th Floor, Concorde Tower C, UB City no 24, Vittal Mallya Road, Bangalore 560-001, India (“Apple”). Cancellation (Section 5) – Cancel by sending written notice to AppleCare Administration, Apple India Private Ltd at 19th

Floor, Concorde Tower C, UB City no 24, Vittal Mallya Road, Bangalore 560-001, India. If you cancel more than 30 days after your receipt of this Plan, you will received a pro-rata refund of the Plan's original purchase price, less (i) a cancellation fee of 1,300 INR (India Rupees) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 6) – Transfer by sending written notice to AppleCare Administration, Apple India Private Ltd at 19th Floor, Concorde Tower C, UB City no 24, Vittal Mallya Road, Bangalore 560-001, India. General Terms (Section 7) This plan is offered and valid only in India. The laws of the Republic of India govern this plan.

f) Republic of Korea: Parties to Contract – Apple Computer Korea Limited at 3201 ASEM Tower, 159 Samsung-Dong, Kangnam-Ku, Seoul 135-090, Korea ("Apple"). Cancellation (Section 5) – Cancel by sending written notice to AppleCare Administration, Apple Computer Korea Limited at 3201 ASEM Tower, 159 Samsung-Dong, Kangnam-Ku, Seoul 135-090, Korea. If you cancel more than 30 days after your receipt of this Plan, you will received a pro-rata refund of the Plan's original purchase price, less (i) a cancellation fee of 32,000 SKW (South Korea Won) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 6) – Transfer by sending written notice to AppleCare Administration, Apple Computer Korea Limited at 3201 ASEM Tower, 159 Samsung-Dong, Kangnam-Ku, Seoul 135-090, Korea. General Terms (Section 7) – This plan is offered and valid only in the Republic of Korea. The laws of the Republic of Korea govern this plan.

g) China: Parties to Contract – Apple Computer Trading (Shanghai) Co. Ltd. at 1266 Nanjing Road West, 45 Plaza 66, Jing An District, Shanghai 200040, P.R.C ("Apple"). Repair or Replacement Service Provided (Section 1c(ii)) - Onsite service is available for many desktop computers if the location of the Covered Equipment is within 30 kilometers radius of an Apple authorized onsite service provider located in China. Cancellation (Section 5) – Cancel by sending written notice to AppleCare Administration, Apple Computer Trading (Shanghai) Co. Ltd at 1266 Nanjing Road West, 45 Plaza 66, Jing An District, Shanghai 200040, P.R.C. If you cancel more than 30 days after your receipt of this Plan, you will received a pro-rata refund of the Plan's original purchase price, less (i) a cancellation fee of 220 CNY (China Yuan Renminbi) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 6) – Transfer by sending written notice to AppleCare Administration, Apple Computer Trading (Shanghai) Co. Ltd at 1266 Nanjing Road West, 45 Plaza 66, Jing An District, Shanghai 200040, P.R.C. General Terms (Section 7) – This plan is offered and valid only in China. The laws of the Peoples Republic of China govern this plan.

h) Taiwan: Parties to Contract – Apple Asia Limited Liability Company Taiwan Branch at 19A, No.1, Songzhi Rd., Xinyi Dist., Taipei City 11047, Taiwan ("Apple"). Cancellation (Section 5) – Cancel by sending written notice to AppleCare Administration, Apple Asia Limited Liability Company Taiwan Branch 19A, No.1, Songzhi Rd., Xinyi Dist., Taipei City 11047, Taiwan. If you cancel more than 30 days after your receipt of this Plan, you will received a pro-rata refund of the Plan's original purchase price, less (i) a cancellation fee of \$900 TWD (Taiwan New Dollars) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 6) – Transfer by sending written notice to AppleCare Administration, Apple Asia Limited Liability Company Taiwan Branch at 16A No 333 Tun Hwa South Road, Sec 2 Taipei Taiwan. General Terms (Section 7) – This plan is offered and valid only in Taiwan. The laws of Taiwan govern this plan.

i) Thailand: Parties to Contract – Apple South Asia (Thailand) Limited at 25th Floor, Suite B2, Siam Tower, 989 Rama 1 Road, Pataumwan, Bangkok, 10330 ("Apple"). Cancellation (Section 5) – Cancel by sending written notice to AppleCare Administration, Apple South Asia (Thailand) Limited at 25th Floor, Suite B2, Siam Tower, 989 Rama 1 Road, Pataumwan, Bangkok, 10330. 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 (i) a cancellation fee of 1000 Baht or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 6) -- Transfer by sending written notice to AppleCare Administration, Apple South Asia (Thailand) Limited at 25th Floor, Suite B2, Siam Tower, 989 Rama 1 Road, Pataumwan, Bangkok, 10330. General Terms (Section 7) -- This plan is offered and valid only in Thailand. The laws of Thailand govern this Plan

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