



AppleCare Protection Plan Terms and Conditions

These Terms and Conditions constitute your AppleCare Protection Plan ("Plan") service contract with Apple Computer, Inc. or its related subsidiaries and affiliates ("Apple").

1 Coverage

For the period stated in your Plan's Certificate/Confirmation or Proof of Coverage document, Apple (i) covers defects in materials and workmanship for the Apple-branded product(s) ("Covered Equipment") listed on the Plan Certificate/Confirmation or Proof of Coverage document, and (ii) provides you with access to telephone support and web-based support resources for the Covered Equipment. To obtain the Plan's Certificate/Confirmation, you must enroll in the Plan by following the instructions that Apple provides. Education institutions choosing the Auto-Enrollment option, where available, will automatically receive a Proof of Coverage document. If you purchased the Plan along with the Apple-branded product to be covered at an Apple-owned retail store, the sales receipt provided to you may contain the Plan's enrollment or agreement number which confirms your product's coverage under the Plan and your receipt will serve as your Proof of Coverage document. Your coverage for defects begins on the date your Covered Equipment's Apple hardware warranty expires. Your telephone support eligibility begins on the date your Covered Equipment's complimentary new product telephone support expires. One Apple-branded display is covered under the Plan, if purchased at the same time and enrolled with a covered Power Mac or a PowerBook computer. An Apple-branded mouse and keyboard are also covered under the Plan if included with the Covered Equipment. An AirPort Card, an AirPort Base Station, an Apple-branded DVI to ADC display adapter, and Apple RAM modules are also covered under the Plan if owned by you and used with the Covered Equipment.

2 Repair Service Provided

During the Plan's term:

- a Apple, at its option, will repair or replace the Covered Equipment if necessary because of any existing defect in materials or workmanship, subject to the conditions in this section.
- b Apple will provide both parts and labor, but may direct that you replace certain readily installable parts yourself, as described below.
- c If Apple's technical support representative determines that the Covered Equipment requires repair or replacement service, Apple will facilitate service through one or more of the following methods, at its sole discretion:
 - (i) Carry-in service is available for most Covered Equipment. You will deliver the Covered Equipment to an Apple Authorized Service Provider location in the country where the Plan is purchased and enrolled/activated. If the Plan is purchased and enrolled/activated in the U.S. or Canada, carry-in service is available for most Covered Equipment at an Apple Authorized Service Provider location in either country. Repair or replacement service will be performed at the Apple Authorized Service Provider location or facilitated through the service provider at an Apple repair service location. You will collect the Covered Equipment at the service provider's location, once notice is provided that service has been performed.
 - (ii) Onsite service is available for many desktop computers if the location of the Covered Equipment is within 50 miles or 80 kilometers radius of an Apple authorized onsite service provider located in the country where the Plan is purchased and enrolled/activated. If the Plan is purchased and enrolled/activated in the U.S. or Canada, onsite service is available for many desktop computers if the Covered Equipment is located within 50 miles or 80 kilometers radius of an Apple authorized onsite service provider in either country. Apple will dispatch a service technician to the location of the Covered Equipment to perform repair or replacement service. If a service technician visits your location at agreed times and you are absent, service may be subject to an additional charge.
 - (iii) Direct mail-in or express courier repair service is available for most Covered Equipment. Upon receipt of packaging and prepaid bills from Apple at the Covered Equipment's location, you will ship the Covered Equipment in accordance with Apple's instructions to an Apple repair service location for repair or replacement. Once service has been performed, Apple will return the Covered Equipment to your location by carrier.
 - (iv) Customer Installable Parts dispatch is available for parts that are designed for easy installation. Apple will dispatch a replacement part to your location. Upon receipt of the replacement part, you will replace the defective part and return it to Apple in accordance with Apple's instructions using the replacement part packaging and shipping labels with prepaid bills provided.

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.

- d Apple may use either new or refurbished replacement parts to repair the Covered Equipment. At Apple's sole discretion, Apple may replace the Covered Equipment with equipment that is functionally equivalent, which may have been manufactured from new, refurbished, or serviceable used parts. Any replaced parts or Covered Equipment will become Apple's property.
- e Apple's obligation to repair or replace shall extend only to Covered Equipment located in the country where the Plan is purchased and enrolled/activated, except for (i) portable computers, meaning those that can operate independently without a power cord, for which Apple will provide global repair and replacement service, and (ii) Covered Equipment covered by a Plan purchased and enrolled/activated in the U.S. or Canada, for which Apple will provide repair and replacement service in either country.

The Plan does not cover:

- a 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;
- b Damage due to accident, abuse, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than Apple or an Apple Authorized Service Provider), unauthorized modification, improper environment (including lack of proper temperature or humidity), unusual physical or electrical stress or interference, failure or fluctuation of electrical power, lightning, static electricity, fire, or acts of God;
- c Any equipment with a serial number that has been altered or removed;
- d 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;
- e Service necessary to comply with the regulations of any government body or agency arising after the date of this Plan;
- f Recovery or replacement of any data or software stored on the Covered Equipment;
- g Repair, replacement, or maintenance of items that have been subject to wear and tear, such as cases, key caps, knobs, handles, batteries or mechanical parts.
- h The provision of replacement equipment during the period when the Covered Equipment is being repaired.

3 Obtaining Repair Service Under This Plan

To obtain service under this Plan, call the phone number listed on the AppleCare Protection Plan Quick Reference Guide included with your Plan materials. The Apple technical support representative will determine whether your product requires service and, if it does, will inform you how Apple or an Apple Authorized Service Provider will provide it. Keep your Plan's Certificate/Confirmation or Proof of Coverage document and your original sales receipts for your Apple product(s) and your Plan. Proof of purchase may be required if there is any question as to your product's eligibility for Plan coverage.

4 Technical Support Provided

Apple will provide you with telephone technical support and web-based support resources for Covered Equipment; Apple's operating system software ("Mac OS"), and Apple-branded consumer applications ("Consumer Software") licensed within the last two years, except as provided in this section. Apple reserves the right to change at any time the Consumer Software to be covered under the Plan. This support includes 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. The Plan does not cover:

- a Your use of the Mac OS and Consumer Software as server-based applications;
- b Issues that could be resolved by upgrading your (i) Mac OS, (ii) Consumer Software, or (iii) both to the current version, if you choose not to upgrade;
- c Your use of the Covered Equipment, the Mac OS, or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used;
- d Third-party products or their effects on the Covered Equipment, the Mac OS, or Consumer Software;
- e Your modification of the Covered Equipment, the Mac OS, or Consumer Software;
- f Apple software other than the Mac OS and Consumer Software;
- g Mac OS software for servers;
- h Mac OS software or any Apple-branded software designated as "beta," "prerelease," or "preview," or similarly labeled software;
- i Third-party web browsers, email applications, and Internet service provider software, or the Mac OS configurations necessary for their use.

5 Obtaining Technical Support Under This Plan

You may obtain telephone technical support by calling the phone number listed on the AppleCare Protection Plan Quick Reference Guide included with your Plan materials. Information about Apple's hours of service is available at this telephone number provided. Apple reserves the right to change its hours of service at any time. You may also access web-based support resources at the website listed on the AppleCare Protection Plan Quick Reference Guide.

6 Limitation of Liability

Apple's liability is limited to the amount paid for this Plan. APPLE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, 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. 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 WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH CONSUMER PROTECTION LAWS AND REGULATIONS MAY BE LIMITED, APPLE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION TO REPLACEMENT OR REPAIR OF THE PRODUCT OR SUPPLY OF THE REPAIR SERVICE AGAIN.

7 Cancellation

You may cancel this Plan at any time for any reason. If you purchased the Plan in the United States or Canada, cancel by sending written notice to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. Your notice must be accompanied by a copy of your proof of purchase of the Plan. Unless state law provides otherwise, if you cancel within 30 days of your Plan 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 receipt of this Plan, you will receive a pro-rata refund of the Plan's 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 any service provided to you under the Plan. Unless state law provides otherwise, Apple may cancel this Plan if service parts for the Covered Equipment become unavailable, upon 30 days' written notice. If Apple cancels this Plan, you will receive a pro-rata refund for the Plan's unexpired term. For Plans purchased and enrolled/activated outside the U.S. or Canada, please contact the regional Apple subsidiary for the country of purchase.

8 Transfer of Plan

You may transfer this Plan to a new owner of the Covered Equipment. If you purchased the Plan in the U.S. or Canada, transfer by sending written notice to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. You must provide the Plan's enrollment or agreement number, the serial numbers of the Covered Equipment being transferred, proof of purchase of the Plan, and the name and address of the new owner. For Plans purchased and enrolled/activated outside the U.S. or Canada, please contact the regional Apple subsidiary for the country of purchase.

9 Other Provisions

- a Apple may subcontract or assign performance of its obligations to third parties.
- b For U.S. and Canada, telephone and web-based support resources under this Plan will be provided in English only.
- c This Plan is offered and valid only in the 50 United States, the District of Columbia, Canada, Brazil, and Mexico. This Plan is not valid in any other country or U.S. territory. This Plan is not available for Florida consumers or where prohibited by law.
- d 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.
- 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. If the law of any jurisdiction where this Plan is purchased and enrolled/activated is inconsistent with these terms, including AZ, GA, VT, WA, and WY, the law of that state will control.
- g The Plan's obligor in the U.S. is Apple Computer, Inc., 1 Infinite Loop, Cupertino, CA 95014, U.S., unless the laws of your state require otherwise, in which case Apple acts as the agent of the obligor. The Plan's obligor in Canada is Apple Canada Inc., 7495 Birchmount Road, Markham, Ontario, L3R 5G2, Canada. For Plans purchased and enrolled/activated outside the U.S. or Canada, the regional Apple subsidiary is the Plan's obligor.
- h The parties hereto confirm that they have requested that these terms and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les

documents connexes soient rédigés en anglais. For U.S. and Canada, support shall be provided in English.

10 State/Country Variations

THIS PLAN GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. The following state variations will control if inconsistent with any other provisions of this Plan:

Colorado Residents

Notice: This Plan is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

Nevada Residents

Cancellations: No Plan that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds:

- a Failure by the holder to pay an amount due;
- b Conviction of the holder of a crime which results in an increase in the service required;
- c Discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder;
- d Discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan;
- e A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

Grounds for cancellation; date cancellation effective.

No cancellation of a service contract may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

Cancellation of contract; refund of purchase price; cancellation fee.

- 1 If Apple cancels this Plan, Apple shall refund to Nevada consumers the portion of the purchase price that is unearned. Apple may deduct any outstanding balance on your account from the amount of the purchase price that is unearned when calculating the amount of the refund. If Apple cancels a contract pursuant to NRS 690C.270, it may not impose a cancellation fee.
- 2 Except as otherwise provided in this section, a Nevada resident who is the original purchaser of this Plan, who submits to Apple a request in writing to cancel the Plan in accordance with the terms of the Plan, shall receive a refund of the portion of the Plan's purchase price that is unearned.
- 3 If you request the cancellation of this Plan pursuant to subsection 2, Apple may impose the cancellation fee described in the Plan, but will not deduct the value of any service provided.
- 4 When Apple calculates the amount of a refund pursuant to subsection 2, it may deduct from the portion of the purchase price that is unearned: (a) any outstanding balance on the account; and (b) any cancellation fee imposed pursuant to this Plan. Apple Computer, Inc. backs this Plan for Nevada residents by its full faith and credit.

Texas Residents

Unresolved complaints or Contract regulation questions may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

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