

**AppleCare Protection Plan for Mac ("APP for Mac")**

**AppleCare Protection Plan for iPod ("APP for iPod")**

**AppleCare Protection Plan for Apple Display ("APP for Apple Display")**

**AppleCare Protection Plan for Apple TV ("APP for Apple TV")**

## **UK and Ireland**

### **Consumer Law**

The benefits conferred by the above-mentioned plans apply in addition to all rights you may have under consumer law, including but not limited to those relating to non-conforming goods. None of the terms of these plans will have any detrimental effect on your consumer law rights.

If a product is defective consumers may, in addition to any other rights which they may have under consumer law in the UK and Ireland, avail themselves of the rights contained in:

for products purchased in Ireland: the Sale of Goods Act, 1893 (in particular Sections 12, 13, 14 and 15), the Sale of Goods and Supply of Services Act, 1980 and the European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003 (S.I. No. 11/2003);

for products purchased in the UK: the Sale of Goods Act 1979 (in particular Section 12), the Supply of Goods and Services Act 1982 (in particular Section 2) and the Sale and Supply of Goods to Consumers Regulations 2002.

If you can assert consumer law rights in addition to any rights you have under the plan, you have the choice of making a claim pursuant to consumer law or under the plan.

**Important:** The terms of the plan shall not apply to consumer law claims

For further information about consumer law, please visit the Apple website (<http://www.apple.com/legal/warranty/statutoryrights.html>) or contact your local consumer organisation.

**1. The Plan.** This service contract governs the hardware services and technical support provided to you by Apple Distribution International or its successor in title ("Apple") under the above-mentioned plans (each referred to herein as 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").

### **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 original 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 a

covered iPod 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 parts or parts that are 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 at least 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 the following according to your Plan:

(i) Under APP for Mac, (a) one compatible Apple branded display if purchased at the same time as the Covered Equipment, (b) an Apple-branded mouse, Magic Trackpad, Apple Battery Charger and keyboard if included with the Covered Equipment (or purchased with a Mac mini), and (c) an AirPort Extreme Card, an AirPort Express or AirPort Extreme Base Station, Time Capsule, an Apple-branded DVI to ADC display adapter, Apple RAM modules and Apple USB SuperDrive if used with the Covered Equipment and originally purchased by you no earlier than two years before the Covered Equipment purchase.

(ii) Under APP for Apple TV, 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 prerelease form. The scope of technical support provided to you will vary according to your Plan, as described below.

### 3.4 Scope of Technical Support

(i) Under APP for Mac, Apple will provide technical support for the Covered Equipment, Apple's operating system software ("Mac OS") and Apple-branded consumer applications pre-installed with the Covered Equipment ("Consumer Software"). Apple will also provide technical support using the graphical user interface for server administration and network management issues on Apple's operating system server software ("Mac OS Server") on a Mac.

(ii) Under APP for iPod, Apple will provide technical support for the Covered Equipment, iPod OS and software applications that are pre-installed with the Covered Equipment (both referred to as "iPod Software") and connectivity issues between the Covered Equipment and a "Supported Computer", meaning a computer that meets the Covered Equipment's connectivity specifications and runs an operating system that is supported by the Covered Equipment.

(iii) Under APP for Apple Display, Apple will provide technical support for the Covered Equipment and connectivity issues between the Covered Equipment and a Supported Computer.

(iv) Under APP for Apple TV, Apple will provide technical support for the Covered Equipment, software applications that are pre-installed with the Covered Equipment ("Apple TV Software") and connectivity issues between the Covered Equipment, a Supported Computer and a "Supported Television", meaning a television that meets the Covered Equipment's connectivity specifications.

## 4. What is not Covered?

### 4.1 Hardware Service.

The Plan does not apply to:

- (i) Installation, removal or disposal of the Covered Equipment, or the 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 cause,
  - (c) operating the Covered Equipment outside the permitted or intended uses as described by the manufacturer in the user manual, technical specifications or other published guidelines for the Covered Equipment, 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) Consumable parts, such as batteries, except in respect of battery coverage under APP for iPod or unless failure has occurred due to a defect in materials and workmanship;
- (vii) Preventative maintenance on the Covered Equipment; or
- (viii) 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) Issues that could be resolved by upgrading software to the then current version;
- (ii) Your use of or modification to the Covered Equipment, the Mac OS, iPod Software, Apple TV Software or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified according to the manufacturer's user manual, technical specifications or other published guidelines for the Covered Equipment;
- (iii) Third-party products or their effects on or interactions with the Covered Equipment, the Mac OS, Mac OS Server, iPod Software, Apple TV Software or Consumer Software;
- (iv) Your use of a computer or operating system under APP for iPod that is unrelated to iPod Software or connectivity issues with the Covered Equipment;
- (v) Your use of a computer or operating system under APP for Apple Display that is unrelated to connectivity issues with the Covered Equipment;
- (vi) Your use of a computer or operating system under APP for Apple TV that is unrelated to Apple TV Software or connectivity issues with the Covered Equipment;
- (vii) Apple software other than the Mac OS, Mac OS Server, iPod Software, Apple TV Software or Consumer Software as covered under the applicable Plan;

- (viii) Mac OS software for servers, except when using the graphical user interface for server administration and network management issues on Mac OS Server on a Mac;
- (ix) Mac OS software or any Apple-branded software designated as “beta”, “prerelease,” or “preview” or similarly labeled software;
- (x) Third-party web browsers, email applications, and Internet service provider software, or the Mac OS configurations necessary for their use; or
- (xi) 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 support resources described below or calling the telephone number listed in the Getting Started Guide (the “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.

|                                                            |                                                                                                                                 |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| International Support Information                          | <a href="http://www.apple.com/support/country">http://www.apple.com/support/country</a>                                         |
| Apple Authorized Service Providers and Apple Retail Stores | <a href="http://support.apple.com/kb/HT1434">http://support.apple.com/kb/HT1434</a>                                             |
| Apple Support and Service                                  | <a href="http://www.apple.com/support/contact/phone_contacts.html">http://www.apple.com/support/contact/phone_contacts.html</a> |

## 6. Hardware Service Options

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

(i) Carry-in service. Carry-in service is available for most Covered Equipment. 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 or service provider may send the Covered Equipment to an Apple repair service (“ARS”) location to be serviced. Once you are notified that service is complete, you will promptly retrieve the Covered Equipment.

(ii) Onsite service. Onsite service is available for many desktop computers if the location of the Covered Equipment is within 50 miles (80 kilometers) radius of an Apple Authorized Onsite Service Provider. If Apple determines that onsite service is available, Apple will dispatch a service technician to the location of the Covered Equipment. Service will be performed at the location, or the service technician will transport the Covered Equipment to an AASP or ARS location for repair. If the Covered Equipment is repaired at an AASP or ARS location, Apple will arrange for transportation of the Covered Equipment to your location following service. If the service technician is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

(iii) Mail-in service. Direct mail-in service is available for most Covered Equipment. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid waybills (and if you no longer have the original packaging, 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 to you. Apple will pay for shipping to and from your location if all instructions are followed.

(iv) Express Replacement Service (“ERS”) or Do-it-Yourself (“DIY”) service for Covered Equipment. ERS is available for certain Covered Equipment products and DIY service is available for easily replaceable products, parts or accessories, such as mice or keyboards, which can be replaced without using any tools. If ERS or DIY is available in the circumstances, the following process will apply.

(a) Service where Apple requires return of the replaced product, part or accessory. Apple may require a credit card authorization as security for the retail price of the replacement product, part or accessory 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, part or accessory to you with installation instructions, if applicable, and any requirements for the return of the replaced product, part or accessory. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the product, part or accessory and shipping to and from your location. If you fail to return the replaced product, part or accessory as instructed or return a replaced product, part or accessory 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, part or accessory. Apple will ship you free of charge a replacement product, part or accessory accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product, part or accessory.

(c) Apple is not responsible for any labor costs you incur relating to ERS or DIY service. Should you require further assistance, contact Apple at the telephone number listed above, or visit an Apple Retail or AASP location.

6.2 Service in countries that are not the country of purchase will be limited to the options available in the country. You may be responsible for shipping and handling charges if the Covered Equipment cannot be serviced in the country where service is requested, if not the country of purchase. 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 have 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 back up software and data residing on the Covered Equipment. APPLE MAY REINSTALL THE COVERED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES WHILE PERFORMING SERVICE, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED EQUIPMENT PRIOR TO SERVICE. DURING APP FOR IPOD SERVICE, APPLE WILL DELETE THE CONTENTS OF THE IPOD AND REFORMAT THE STORAGE MEDIA. Apple will return your iPod or provide a replacement iPod as the iPod was originally configured, subject to applicable updates. Apple may install iPod OS updates as part of hardware service that will prevent the iPod from reverting to an earlier version of the iPod OS. Third party applications installed on the iPod may not be compatible or work with the iPod as a result of the iPod OS update. You will be responsible for reinstalling all other software programs, data and passwords.

## **8. Limitation of Liability**

### **8.1 For Customers in Ireland**

8.1.1 IF YOU ARE A CONSUMER, NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR BREACH OF ANY TERM IMPLIED BY STATUTE.

8.1.2 IF YOU ARE NOT A CONSUMER:

THESE TERMS AND CONDITIONS SET OUT THE FULL EXTENT OF OUR OBLIGATIONS AND LIABILITIES IN RESPECT OF THE PLAN;

THERE ARE NO WARRANTIES, CONDITIONS OR OTHER TERMS THAT ARE BINDING ON US EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS; AND

ANY WARRANTY, CONDITIONS OR OTHER TERM CONCERNING THE PLAN WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED IN THESE TERMS AND CONDITIONS BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY IMPLIED TERM AS TO QUALITY, FITNESS FOR PURPOSE, REASONABLE CARE AND SKILL) IS HEREBY EXPRESSLY EXCLUDED. IN PARTICULAR, APPLE WILL NOT BE RESPONSIBLE FOR ENSURING THAT THE PLAN IS SUITABLE FOR YOUR PURPOSES.

8.1.3 NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR FRAUD.

8.1.4 SUBJECT TO CLAUSE 8.3, WE WILL NOT BE LIABLE UNDER THESE TERMS AND CONDITIONS FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA OR FOR ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE.

8.1.5 SUBJECT TO CLAUSE 8.3, OUR MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT PAYABLE BY YOU TO US IN RESPECT OF THE PLAN.

### **8.2 For Customers in the UK**

8.2.1 Apple is not responsible for ensuring that the Plan is suitable for your required purpose.

8.2.2 Nothing in these Terms and Conditions shall limit or exclude Apple's liability (i) for death or personal injury caused by its negligence or (ii) for fraud or (iii) any liability which cannot be excluded by law.

- 8.2.3 Subject to clauses 8.2.2 and 8.2.4, Apple will not be liable whether in contract, tort (including negligence) or otherwise for any loss or damage caused by it or its employees or agents under and / or in connection with this Plan:
- i) where such loss or damage is not a reasonably foreseeable result of any such breach; or
  - ii) for any increase in loss or damage resulting from breach by you of any term of this Plan; or
  - iii) for any losses that relate to a business operated by you (including without limitation lost data, lost profits or business interruption).
- 8.2.4 Subject to clause 8.2.2, if you are not a consumer, Apple's maximum liability whether in contract, tort (including negligence) or otherwise for any loss or damage caused by it or its employees or agents under and / or in connection with this Plan shall be limited to a sum equivalent to the amount which you paid Apple for the Plan.
- 8.2.5 These terms and conditions do not affect your statutory rights as a consumer, nor your right to cancel the Plan as per Section 9. For further information about your statutory rights contact your local Trading Standards Department or Citizens' Advice Bureau.

## **9. Cancellation**

You may cancel this Plan at any time for any reason. If you decide to cancel this Plan, call Apple at the telephone number listed in the Getting Started Guide, or send or fax written notice with your Plan Agreement Number to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland (fax number: +353 (0)21-428-3917). A copy of the Plan's original proof of purchase must accompany your notice. 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.

For customers in the UK: You have the right to cancel this Plan within forty-five (45) days of purchase and receive a full refund unless you have received support or services under the Plan. After the 45-day cancellation period, you may cancel the Plan at any time within the Plan's term and obtain a pro rata refund of the Plan's original purchase price, based on the remaining period of full unexpired months of cover provided by the Plan. If you have received service and support, the Plan will continue in accordance with these Terms and Conditions.

For customers in Ireland: 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 a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

## **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 the 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 or faxing notice of transfer to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland (fax number: +353 (0)21 428 3917; 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 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 Apple one (1) year limited hardware 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. Privacy**

Apple will maintain and use customer information in accordance with the Apple Customer Privacy Policy available at [www.apple.com/legal/warranty/privacy](http://www.apple.com/legal/warranty/privacy).

## **12. General**

(i) No Apple reseller, agent, or employee is authorized to make any modification, extension, or addition to the terms of this service contract.

(ii) If any term is held to be illegal or unenforceable, it shall be severed from this service contract and the legality or enforceability of the remaining terms shall not be affected.

(iii) You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you.

(iv) You must purchase and register the Plan within twelve (12) months from the original date of purchase of the Covered Equipment.

(v) The financial obligations of this Plan are backed by Apple Distribution International, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland. Should Apple Distribution International fail to meet those obligations, Apple Operations Europe, a company registered under the laws of the Republic of Ireland, would assume such obligations.

(vi) This Plan is offered and valid only if you are a resident of a country in which Apple or its affiliated companies offers the Plan that are set forth here: <http://www.apple.com/legal/applecare/countrylist.html>. This Plan is not offered to persons who have not reached the age of majority. This Plan is not available where prohibited by law.

(vii) Where this service contract was purchased in Ireland, this service contract is governed by and construed under the laws of Ireland and each party hereby submits to the non-exclusive jurisdiction of the Irish courts. Where the service contract was purchased in the UK, this service contract is governed by and construed under the laws of England and each party hereby submits to the non-exclusive jurisdiction of the English courts, unless you live in Scotland in which case the laws of Scotland will apply.