

## AppleCare Parts Agreement Terms and Conditions

Your AppleCare Parts Agreement ("Plan") is governed by these terms and conditions and constitutes your service contract with the Apple entity applicable to your country of residence described in section 8j below ("Apple") Your eligibility to receive service under this Plan is contingent on you maintaining a valid Self-Servicing Agreement ("SSA") with 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, or provide service parts shall extend only to Covered Equipment located in the United States of America or Canada, 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 coverage.

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 choose the Auto-Enrollment option when ordering, and Apple will provide you with the Plan Confirmation document.

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, MacBook Pro, Mac Pro or Xserve 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 Mac mini. An AirPort Extreme Card, an AirPort Express and AirPort Extreme Base Station, Time Capsule, Apple RAM, Bluetooth modules and MacBook Air SuperDrive are also covered under the Plan if owned by you and used with the Covered Equipment.

### 2. Service Provided

a. Services Provided. If during the Coverage Period there is a defect in materials or workmanship of the Covered Equipment, Apple, at its option, will either provide repair or replacement service or provide service parts to you to enable you to repair or replace the affected Covered Equipment.

b. Exclusions. This Plan does not cover any defects or damage to any software or data residing or recorded in the Covered Equipment. If Apple facilitates service parts to you, you will be responsible for reinstalling the Covered Equipment's original software configuration and subsequent update releases, as applicable. If Apple provides repair or replacement service, 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 of software or data contained on the replaced unit not originally included in the Covered Equipment.

c. Service Options. If your internal support staff, as described below, determines that the Covered Equipment requires repair or replacement service, Apple at its option, will facilitate service through one or more of the following options:

(i) Direct mail-in service. 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.

(ii) Parts service is available for many Covered Equipment parts, allowing you to service your own product. If Parts service is available in the circumstances, the following process will apply.

(a) Parts service where Apple requires return of the replaced part. Apple will ship you a replacement part accompanied by instructions on installation and any requirements for the return of the replaced part. If you fail to return the replaced part as instructed, Apple will charge you the retail price of the replacement part and applicable shipping costs. If you return the replaced part as instructed no additional fee will be charged.

(b) 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.

(c) General. Apple is not responsible for any labor costs relating to Parts service.

Apple reserves the right to change at any time the method by which Apple may provide service to you, and your Covered Equipment's eligibility to receive a particular method of service. Your eligibility to receive a particular method of service may vary from country to country depending on service parts availability.

d. Replacement Parts and Products. In the event Apple repairs or replaces your Covered Equipment or provides service parts to you, 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.

e. Limitations. The Plan does not cover:

(i) Any telephone technical support of any kind;

(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) Recovery or replacement of any data or software stored on the Covered Equipment;

(vii) The provision of replacement equipment during the period when the Covered Equipment is being repaired;

(viii) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety;

(ix) Cosmetic damage to the Covered Equipment (including but not limited to scratches, dents and broken plastic on ports);

(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 Under This Plan

You will maintain internal support staff that has the skills and experience to determine whether or not an issue affecting the Covered Equipment is eligible for repair or replacement service under the terms of this Plan. Failure to correctly diagnose issues that are ineligible for repair or

replacement service under this Agreement may result in additional charges, as described below, or cancellation of the Agreement if repeated failures are not corrected. If your internal support staff determines that service is required after diagnosing the Covered Equipment, you must follow the instructions provided by Apple to obtain service. Apple may require that you access its proprietary online ordering system to obtain service. Apple's proprietary online ordering system may contain proprietary and confidential information, access to which will require you to agree to additional terms and conditions.. Any additional terms and conditions related to Apple's online ordering system are incorporated into this Plan. Proof of purchase may be required if there is any question as to your product's eligibility for coverage under this Plan.

#### 4. No Fault Found

If, in Apple's sole judgment, a repair is requested when no defect in materials and workmanship in the Covered Equipment is found, Apple reserves the right to charge you a fee to cover any reasonable costs incurred by Apple.

#### 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

Apple may cancel this Plan upon thirty (30) days' written notice if service parts for the Covered Equipment become unavailable in which case you will receive a pro-rata refund for the Plan's unexpired term. Apple may cancel immediately upon written notice and without refund in cases of misrepresentation by you or if you do not comply with the terms of this Plan. If Apple cancels this Plan due to such a misrepresentation then 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. This Plan will terminate automatically if your SSA contract with Apple is terminated, in which case you will receive a pro-rata refund of the Plan's unexpired term.

#### 7. Maintenance of Records and Inspections.

You will maintain, at the address you provide to Apple, your records relating to parts and service provided under this Plan for at least five years. Upon Apple's reasonable request, during the term of this Plan and for five years after its expiration or termination, you will promptly provide copies of any requested records. Apple will have the right to inspect your facilities at any time during regular business hours for purposes of verifying your compliance with the terms of this Plan.

#### 8. Other Provisions

- a. Apple may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
- b. 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. You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.
- d. This Plan is offered and valid only in the fifty states of the United States of America, the District of Columbia and Canada. This Plan is not valid in any other country or United States territory. This Plan is not available where prohibited by law
- e. 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.
- f. 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) (for the U.S.A.) or [privacy-ca@apple.com](mailto:privacy-ca@apple.com) (for Canada).
- g. The Terms and Conditions of this Plan prevail over any conflicting, additional, or other terms of any purchase order, service contract or other document, and constitute your and Apple's entire understanding with respect to the Plan.
- h. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.
- i. There is no informal dispute settlement process available under this Plan.
- j. For Plans sold in the United States, "Apple" is AppleCare Service Company, Inc., an Arizona corporation with its registered office at c/o CT Corporation System, 2394 East Camelback Road, Phoenix, Arizona 85016, doing business in the state of Texas as Apple CSC Inc., AppleCare Service Company, Inc. is the legal and financial obligor of Plans sold in the United States. For Plans sold in Canada, "Apple" is Apple Canada Inc., of 7495 Birchmount Road, Markham, Ontario, L3R 5G2, Canada. Apple Canada Inc. is the legal and financial obligor for Plans sold in Canada. The Administrator for Plans sold in the United States is Apple Inc. (the "Administrator"). In the United States, the Administrator is responsible for the collection and transfer to AppleCare Service Company, Inc. of the purchase price for the Plan and for the administration of claims under the Plan. .
- k. The laws of the state of California govern for Plans in the United States of America. The laws of the province of Ontario govern for Plans in Canada. If the laws of any jurisdiction where this Plan is purchased is inconsistent with these terms, including the states of Arizona, Georgia, Vermont, Washington, and Wyoming, the laws of that state will control.
- l. You may not transfer this Plan.

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