

# AppleCare Protection Plan Terms and Conditions

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

## 1. Coverage

For the period stated in your Plan's Certificate 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 or Proof of Coverage document, and (ii) provides you with access to telephone technical support and web-based support resources for the Covered Equipment. To obtain the AppleCare Protection Plan Certificate, you must enroll in the Plan by following the instructions that Apple provides. Education institutions choosing the Auto-Enrollment option will automatically receive a Proof of Coverage document. Your coverage for defects begins on the date your Covered Equipment's Apple hardware warranty expires. Your telephone technical support eligibility begins on the date your Covered Equipment's complimentary new product telephone support expires.

## 2. Repair Service Provided

During the Plan's term, Apple will repair or, at Apple's option, replace the Covered Equipment, subject to the conditions in this section. Apple will provide both parts and labor under the Plan, but reserves the right to request that you replace certain readily installable parts yourself. The Plan does not cover:

- Installation or removal of the Covered Equipment;
- 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;
- Any equipment with a serial number that has been altered or removed;
- 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;
- Service necessary to comply with the regulations of any government body or agency arising after the date of this Plan;
- Recovery or replacement of any data or software stored on the Covered Equipment;
- Repair, replacement, or maintenance of wear-and-tear items such as cases, key caps, knobs, handles, or mechanical parts.

## 3. Obtaining Repair Service Under This Plan

To obtain service under this Plan, call the phone number listed on the AppleCare Quick Reference Card or Guide included with your AppleCare Protection Plan materials. The Apple technical support representative will help you 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 AppleCare Protection Plan Certificate or Proof of Coverage document and your original sales receipts for your Apple product and your AppleCare Protection Plan. Proof of purchase may be required if there is any question as to your product's eligibility for AppleCare Protection 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") purchased within the last two years, except as provided in this section. 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:

- Your use of the Mac OS and Consumer Software as server-based applications;
- 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;
- 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;
- Third-party products or their effects on the Covered Equipment, the Mac OS, or Consumer Software;
- Your modification of the Covered Equipment, the Mac OS, or Consumer Software;
- Apple software other than the Mac OS and Consumer Software;
- Mac OS software for servers;
- Mac OS software or any Apple-branded software designated as "beta," "prerelease," or "preview" or similarly labeled software;
- Third-party web browsers, email applications, and Internet service provider (ISP) 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 Quick Reference Card or Guide included with your AppleCare Protection Plan materials. Information about Apple's hours of service is available at the telephone number (Apple reserves the right to change its hours of service at any time). You also may access web-based support resources at the website URL listed on the AppleCare Quick Reference Card or 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.

## 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.

## 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 AppleCare Protection Plan 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.

## 9. Other Provisions

- Apple may subcontract or assign performance of its Plan obligations to third parties.
- 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.
- This Plan is offered and valid only in the 50 United States, the District of Columbia, and Canada. 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.
- 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.
- Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.
- The laws of the State of California govern this Plan. If the law of any state where this Plan is purchased is inconsistent with these terms, including AZ, GA, VT, WA, and WY, the law of that state will control.
- 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.

## 10. State Variations

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:

- Failure by the holder to pay an amount due;
- Conviction of the holder of a crime which results in an increase in the service required;
- Discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder;
- 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;
- 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.*

- 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.
- 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.
- 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.
- 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 TX Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

Apple Computer, Inc. 1 Infinite Loop, Cupertino, California 95014 [www.apple.com](http://www.apple.com)

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