

AppleCare Protection Plan Terms and Conditions

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

Coverage

For a period stated in your Plan's certificate or Proof of Coverage document, Apple (a) 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 (b) provides you with access to telephone and web site technical support for the Covered Equipment. Your coverage for defects begins on the date your Covered Equipment's Apple hardware warranty expires. Your telephone technical support access begins on the date your Covered Equipment's complimentary new product telephone support expires.

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. 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 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 an altered or removed serial number.
- Problems caused by a device that is not 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.

Obtaining Service Under this Plan

To obtain service under this Plan, call the phone number provided in the AppleCare Protection Plan kit. The telephone representative will help you determine whether your product requires service and, if it does, will inform you how Apple will provide it. (Apple does not promise that on-site service will be available for all Covered Equipment and in all geographic areas, or that on-site service will be performed if, in the opinion of the technician, it would be hazardous to the technician to do so.) Apple may require you to provide proof of your purchase of the Plan to obtain service.

Technical Support Provided

Apple will provide you with telephone and web site technical support for Covered Equipment and Apple's operating system software ("Apple OS"). This support covers assistance with installation, launch, configuration, troubleshooting, and recovery, including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware repairs are required. It does not cover:

- Your use of the Apple OS on networked computers.
- Issues that could be resolved by upgrading your Apple OS to the current release level, if you choose not to upgrade.
- Your use of the Covered Equipment or the Apple OS in a manner not intended by Apple.
- Third-party products or their effects on the Covered Equipment or the Apple OS.
- Your modification of the Covered Equipment or the Apple OS.
- Apple software other than the Apple OS.

Obtaining Technical Support Under this Plan

You may obtain telephone technical support by calling the phone number provided in the AppleCare Protection Plan kit. Information about Apple's hours of service is available at this telephone number (Apple reserves the right to change its hours of service at any time). You may obtain technical support by pointing your browser to the web site URL provided in the AppleCare Protection Plan kit.

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 (a) repair or replace Covered Equipment without risk to or loss of programs or data, and (b) maintain the confidentiality of data.

Cancellation

You may cancel this Plan at any time for any reason. If you purchased the Plan in the United States, cancel by sending written notice to AppleCare Protection Plan Administration, Apple Computer, Inc., 1795 Clarkson Road, Suite 200, Chesterfield, MO 63017. If you purchased the Plan in Canada, cancel by sending written notice to AppleCare Protection Plan Administration, Apple Computer, Inc., P.O. Box 149125, Austin, TX 78714-9125. Your notice must be accompanied by a copy of your proof of purchase of the Plan. If you cancel within thirty days of your Plan purchase, you will receive a full refund less the value of the service provided; if you cancel more than thirty days after your Plan purchase, you will receive a pro rata refund for the Plan's unexpired term, less (a) a cancellation fee of U.S. \$25 or 10 percent of the pro rata amount, whichever is less, and (b) the value of the service provided. Apple may cancel this Plan if service parts for the Covered Equipment become unavailable, upon thirty days' written notice. If Apple cancels this Plan, you will receive a pro rata refund for the Plan's unexpired term.

Transfer of Plan

You may transfer this Plan to a new owner of the Covered Equipment. If you purchased the Plan in the United States, write to AppleCare Protection Plan Administration, Apple Computer, Inc., 1795 Clarkson Road, Suite 200, Chesterfield, MO 63017. If you purchased the Plan in Canada, write to AppleCare Protection Plan Administration, Apple Computer, Inc., P.O. Box 149125, Austin, TX 78714-9125. You must provide the name and address of the new owner and the serial number of the Covered Equipment.

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 United States 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, unless the laws of your state or province require otherwise.
- The Plan's obligor in the U.S. is Apple Computer, Inc., 1 Infinite Loop, Cupertino, CA 95014, USA, 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.



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