

Terms and Conditions

AppleCare+ for iPad

How Consumer Rights Affect this Plan

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THE ABOVE MENTIONED PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS PLAN SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

1. The Plan

This service contract governs the hardware service and technical support provided to you by Apple under the above-mentioned plan (the "Plan") for an iPad and the accessories contained in its original packaging ("Covered iPad") listed on your proof of coverage document ("Plan Confirmation").

2. When Coverage Begins and Ends

Coverage begins when you purchase the Plan. Coverage ends twenty-four (24) months from the date of retail purchase of your original iPad ("Plan Term"). Your Plan Confirmation will be provided to you at or about the time of purchase or sent to you automatically thereafter. The terms of this Plan, the original sales receipt for your Plan and the Plan Confirmation are each part of your service contract. To obtain a copy of your Plan Confirmation, follow the instructions and enter your iPad's serial number at www.apple.com/support/applecare/view. You can find the price of the Plan on the original sales receipt. The hardware service, accidental damage from handling coverage and technical support coverage which the Plan provides is additional to the coverage which the manufacturer's hardware warranty and complimentary technical support provide.

3. What is Covered?

3.1 Hardware Service

If during the Plan Term, you submit a valid claim by notifying Apple that (i) a defect in materials and workmanship has arisen in the Covered iPad or, (ii) the capacity of the Covered iPad's 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 or refurbished parts that are equivalent to new in performance and reliability, or (b) exchange the Covered iPad 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 iPad, 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 Accidental Damage from Handling

If during the Plan Term you submit a valid claim notifying Apple that the Covered iPad has failed due to accidental damage from handling ("ADH"), Apple will subject to the service fee described below either (i) repair the defect using new or refurbished parts that are



or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer.

- (iv) The Plan does not apply to a Covered iPad that has been lost or stolen. This Plan only covers a Covered iPad that is returned to Apple in its entirety.
- (v) The Plan does not apply to cosmetic damage to the Covered iPad, including but not limited to scratches and dents, that do not otherwise affect the functionality of the Covered iPad.
- (vi) The Plan does not apply to preventative maintenance on the Covered iPad;
- (vii) The Plan does not apply to defects caused by normal wear and tear or which is otherwise due to normal aging of the product.
- (viii) The Plan does not apply to a pre-existing condition on any Covered iPad if you purchased the Plan after you purchased the Covered iPad.

4.3 Technical Support

The Plan does not include Technical Support in respect to:

- (i) Your use of the iOS and Consumer Software as server-based applications;
- (ii) Issues that could be resolved by upgrading software to the then current version;
- (iii) Third-party products or their effects on or interactions with the Covered iPad, the iOS or Consumer Software;
- (iv) Your use of a computer or operating system that is not related to Consumer Software or to connectivity issues with the Covered iPad;
- (v) Apple software other than the iOS or Consumer Software, as covered under the Plan;
- (vi) iOS software or any Apple-branded software designated as "beta," "prerelease," or "preview" or similarly labeled software; or
- (vii) Damage to, or loss of any software or data that was residing or recorded on the Covered iPad. The Plan does not cover the recovery or reinstallation of software programs and user data.

Important: Do not open the Covered iPad. Opening the Covered iPad may cause damage that is not covered by this Plan. Only Apple or an authorized service provider should perform service on the Covered iPad.

5. How to Obtain Service and Support?

You may obtain hardware services, which include those relating to ADH coverage, and technical support. To obtain such services or support, you can access the Apple website (www.apple.com/support/country/) or call the telephone number listed below. If you call, you will need to give the Apple technical support representative who answers your call the Plan Agreement Number or Covered iPad serial number for your iPad before you can receive assistance. You need to keep your Plan Confirmation document and the original sales receipt for your Covered iPad and your Plan, as it will be required if there is any question as to your Covered iPad's eligibility for coverage.

6. Service Options

6.1 Apple will provide hardware services to you through one or more of these options:

- (i) Carry-in service. Carry-in service is available for most Covered iPad products. Return the Covered iPad to an Apple-owned retail store location or to an AASP that offers carry-in service. Service will be performed for you at the store, or the store may send the Covered iPad to an Apple repair service ("ARS") site to be repaired. Once you are notified that service is complete, you will promptly retrieve the Covered iPad.
- (ii) Mail-in service. Direct mail-in service is available for most Covered iPad products. If Apple determines that your Covered iPad is eligible for mail-in service, Apple will send you prepaid way bills (and if you no longer have the original packaging, packaging material) and you will ship the Covered iPad to an ARS site in accordance with Apple's instructions. Once service is complete, the ARS site will return the Covered iPad to you. Apple will pay for shipping to and from your location if you follow all instructions.

REFORMAT THE STORAGE MEDIA. Apple will return your Covered iPad or provide a replacement as the Covered iPad was originally configured, subject to applicable updates. Apple may install iOS updates as part of hardware service that will prevent the Covered iPad from reverting to an earlier version of the iOS. Third party applications installed on the Covered iPad may not be compatible or work with the iPad as a result of the iOS update. You will be responsible for reinstalling all other software programs, data and passwords.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED IPAD 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 (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED IPAD WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

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 IPAD OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel this Plan, you may call Apple at the telephone number below to do so, or you may send or fax written notice with your Plan Agreement Number to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. (fax number 916-405-3973). You must send a copy of the Plan's original proof of purchase with your notice. Unless local law provides otherwise, if you cancel within thirty (30) days of your Plan's purchase, or receipt of this Plan, whichever occurs later, you will receive a full refund less the value of any service provided under the Plan. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the original purchase price, based on the percentage of unexpired Plan Term from the Plan's date of purchase, less (a) a cancellation fee of twenty-five (\$25) dollars or ten percent (10%) of the pro-rata amount, whichever is less, and (b) the value of any service provided to you under the Plan. 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 iPad are not available, 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.

10. Transfer of Plan

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 printed materials and these Terms and Conditions; (b) you notify Apple of the transfer by sending, faxing or e-mailing notice of transfer to Apple Inc., ATTN: Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S., fax number 916-405-3655 or agmts_transfer@apple.com, respectively, 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 iPad being transferred, and the name, address, telephone number and email address of the new owner.

purchased are inconsistent with these terms, including the jurisdictions of Arizona, Florida, Georgia, Nevada, Oregon, Vermont, Washington, Wisconsin and Wyoming, the laws of that jurisdiction will control.

(xv) Support services under this Plan may be available in English and French only.

12. Country, Province and State Variations

One or more of the terms that appear below may apply to the Plan. The terms below may vary from one or more of the terms that appear above this section. The following country, province, or state variations will control if inconsistent with any other provisions of this Plan:

12.1 Canada

In Canada, the service fee for each ADH Claim as described in section 3.2 is forty-nine (CDN\$49) Canadian dollars, and the cancellation fee described in section 9 is twenty-five (CDN\$25) Canadian dollars or ten percent (10%) of the pro-rata amount, whichever is less.

Quebec Residents

The laws of the Province of Quebec will govern this Plan and any disputes arising under it. The section "Limitation of Liability" is not applicable to residents of Quebec.

12.1 United States

Alabama, California, Hawaii, Maryland, Minnesota, Missouri, New Mexico, Nevada, New York, South Carolina, Texas, Washington and Wyoming Residents.

If you purchased the Plan in one of these states, this term applies to the Plan.

If you cancel this Plan pursuant to these terms and conditions, and we fail to refund the purchase price to you within thirty (30) days for California, New York, Missouri and Washington residents, within forty-five (45) days for Alabama, Hawaii, Maryland, Minnesota, Nevada, South Carolina, Texas and Wyoming residents, and within sixty (60) days for New Mexico residents, we are required to pay you a penalty of 10% per month for the unpaid amount due and owing to you. The right to cancel and receive this penalty payment only applies to the original owner of the Agreement and may not be transferred or assigned. The obligations of the provider under this service contract are backed by the full faith and credit of the provider, AppleCare Service Company, Inc.

California Residents

If you purchased the Plan in this state, this term applies to the Plan.

If you cancel the Plan within thirty (30) days of your Plan receipt, you will receive a full refund less the value of any service provided under the Plan.

Colorado Residents

If you purchased the Plan in this state, this term applies to the Plan.

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

Connecticut Residents

If you purchased the Plan in this state, this term applies to the Plan.

The expiration date of the Plan will automatically be extended by the period that the Covered iPad is in Apple's custody while it is being serviced. Resolution of Disputes: Disputes may be resolved by arbitration. Unresolved disputes or complaints may be mailed, with a copy of this Plan, to State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0846, Attn: Consumer Affairs.

Florida Residents

If you purchased the Plan in this state, this term applies to the Plan.

The laws of the State of Florida will govern this Plan and any disputes arising under it. The rate which is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

New Mexico Residents

If you purchased the Plan in this state, this term applies to the Plan.

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.

North Carolina Residents

If you purchased the Plan in this state, this term applies to the Plan.

The purchase of this Plan is not required either to purchase or to obtain financing for an iPad. Apple Inc. will not cancel this Plan EXCEPT for failure to pay the purchase price for the Plan.

Ohio Residents

If you purchased the Plan in this state, this term applies to the Plan.

Although this service contract is not an insurance policy, the obligations for claims hereunder for Plans sold in Ohio are insured by Illinois National Insurance Co., with an address of 180 Maiden Lane 25th Floor, New York, NY 10038 (Phone Number: 1-800-250-3819). With any correspondence, please provide your phone number and case number, if applicable. You are entitled to make a direct claim against the insurance company if Apple fails to provide service pursuant to a claim sixty (60) days after Apple's receipt of your claim.

Oregon Residents

If you purchased the Plan in this state, this term applies to the Plan.

In the event you do not receive satisfaction under this contract, you may contact the Oregon Department of Consumer and Business Services by mail at the Department of Consumer and Business Services, Oregon Insurance Division, 350 Winter Street NE, Salem, OR 97301; or by telephone via Consumer Advocacy, at 888-877-4894.

South Carolina Residents

If you purchased the Plan in this state, this term applies to the Plan.

You may address any unresolved complaints or Plan regulation questions to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel: 1-800-768-3467.

Tennessee Residents

If you purchased the Plan in this state, this term applies to the Plan.

The Plan Term of this Plan shall be extended as follows: (1) the number of days you are deprived of the use of the product because the product is in repair; plus two (2) additional work days.

Texas Residents

If you purchased the Plan in this state, this term applies to the Plan.

The provider may cancel this Plan with no prior notice for non-payment, misrepresentation or a substantial breach of a duty by the holder relating to the Covered iPad or its use. You

