

AppleCare Next Business Day Onsite – Desktops & Portables Coverage Terms and Conditions

These Terms and Conditions constitute your AppleCare Next Business Day Onsite – Desktop & Portables Coverage (“Coverage”) service contract with Apple Computer Australia Pty Ltd (“Apple”).

1. Coverage

For the period stated in your Proof of Coverage document, Apple (i) covers defects in materials and workmanship for the Apple-branded product(s) (“Covered Equipment”) listed on the Proof of Coverage document, and (ii) provides you with access to telephone support for the Covered Equipment. Your coverage for defects begins on the date your Covered Equipment’s Apple hardware warranty begins. Your telephone support eligibility begins on the date your Covered Equipment’s complimentary new product telephone support expires. An Apple-branded mouse and keyboard is covered under the Coverage if included with the Covered Equipment. An AirPort Card and Apple Random Access Memory (RAM) modules are also covered under the Coverage if owned by you and used with the Covered Equipment.

2. Repair Service Provided

During the Coverage’s term:

- a. Apple, at its option, will repair or replace the Covered Equipment if necessary because of any existing defect in materials or workmanship, subject to the conditions in this section.
- b. Apple will provide both parts and labour, but reserves the right to request that you replace certain readily installable parts yourself, as described below.
- c. If Apple’s technical support representative determines that the Covered Equipment requires repair or replacement service, Apple will facilitate service through one or more of the following methods, at its sole discretion:

(i) Onsite service is available for desktop and portable computers if the location of the Covered Equipment is within Zone 1, 2 or 3 as defined at the Coverage website (<http://store.apple.com.au/buy/onsite>). Apple will dispatch a service technician to the location of the Covered equipment to perform repair or replacement service. Service turn-around-time: Zone 1 - Metro Site, next business day. Zone 2 - Country Site, 3 business days. Zone 3 - Remote Site, 5 business days. Zone information is subject to change without notice and should be confirmed at the Coverage website or with Apple.

If a service technician visits your location at an agreed time and you are absent, you may be subject to an additional charge.

(ii) Customer Installable Parts dispatch is available for certain parts that are designed for easy installation. Apple will dispatch a replacement part to your location. Upon receipt of the replacement part, you will replace the defective part and return it to Apple in accordance with Apple’s instructions using the replacement part packaging and shipping labels with prepaid bills provided.

Apple reserves the right to change at any time the method by which Apple may provide repair or replacement service to you, and your Covered Equipment’s eligibility to receive a particular method of service, including but not limited to onsite service.

d. 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.

e. Apple’s obligation to repair or replace shall extend only to Covered Equipment located in the country where the Coverage is purchased and eligible for service according to Zone information on the Coverage website.

The Coverage does not cover:

- A. Installation, removal or disposal of the Covered Equipment, or installation, removal, repair, or maintenance of non-Covered Equipment (including accessories, attachments, or other devices such as external modems) or electrical service external to the Covered Equipment;
- B. Damage due to accident, abuse, neglect, misuse (including faulty installation, repair or maintenance by anyone other than Apple or an Apple Authorised Service Provider), unauthorised 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;
- C. Any equipment with a serial number that has been altered or removed;

- D. 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;
- E. Service necessary to comply with the regulations of any government body or agency arising after the date of this Coverage;
- F. Recovery or replacement of any data or software stored on the Covered Equipment;
- G. Repair, replacement or maintenance of items that have been subject to wear and tear, such as cases, key caps, knobs, handles, batteries or mechanical parts.
- H. The provision of replacement equipment during the period when the Covered Equipment is being repaired.

3. Obtaining Repair Service Under This Coverage

To obtain service under this Coverage, call the phone number listed on the Proof of Coverage document. The Apple technical support representative will determine whether your product requires service and, if it does, will inform you how Apple or an Apple Authorised Service Provider will provide it. Keep your Coverage's Proof of Coverage document and your original sales receipts for your Apple product(s) and your AppleCare Next Business Day Onsite – Desktop & Portables Plan. Proof of purchase may be required if there is any question as to your product's eligibility.

4. Technical Support Provided

Apple will provide you with telephone technical support for the Covered Equipment, Apple's operating system software (other than Mac OS Server software) ("Mac OS"). Apple reserves the right to change at any time the Consumer Software to be covered under this Coverage. The Coverage does not cover:

- a. Your use of the Mac OS and Consumer Software as server-based applications;
- b. 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;
- c. 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;
- d. Third-party products or their effects on the Covered Equipment, the Mac OS or Consumer Software;
- e. Your modification of the Covered Equipment, the Mac OS or Consumer Software;
- f. Apple software other than the Mac OS;
- g. Mac OS software for servers;
- h. Mac OS software or any Apple-branded software designated as "beta," "prerelease" or "preview" or similarly labeled software;
- i. 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 Coverage

You may obtain telephone technical support by calling the phone number listed on the Proof of Coverage document. 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).

6. Limitation of Liability

Apple's liability is limited to the amount paid for this Coverage. 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.

FOR CONSUMERS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH CONSUMER PROTECTION LAWS AND REGULATIONS MAY BE LIMITED, APPLE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION TO REPLACEMENT OR REPAIR OF THE PRODUCT OR SUPPLY OF THE REPAIR SERVICE AGAIN.

7. Cancellation

Unless applicable local law provides otherwise, if you cancel within 30 days of your Coverage 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 Coverage; if you cancel more than 30 days after your receipt of this Coverage, you will receive a pro-rata refund of the Coverage's original purchase price, less (i) a cancellation fee as listed below or 10 percent of the pro-rata amount, whichever is less, and (ii) the value of any service provided to you under the Coverage. Unless applicable local law provides otherwise, Apple may cancel this Coverage if service parts for the Covered Equipment become unavailable, upon 30 days' written notice. If Apple cancels this Coverage, you will receive a pro-rata refund for the Coverage's unexpired term.

- a) **Parties to Contract** – Apple Computer Australia Pty Ltd at 16 Rodborough Road Frenchs Forest NSW 2086 (“Apple”). **Cancellation (Section 7)** – Cancel by sending written notice to AppleCare Administration, Apple Computer Australia Pty Ltd at 16 Rodborough Road Frenchs Forest NSW 2086. If you cancel more than 30 days after your receipt of this Coverage, you will receive a pro-rata refund of the Coverage's original purchase price, less (i) a cancellation fee of \$50 (Australia Dollars) or 10 percent of the pro-rata amount, whichever is less. **Other Provisions (Section 9)** – This plan is offered and valid only in Australia. The laws of New South Wales govern this Coverage.

8. Other Provisions

- a. Apple may subcontract or assign performance of its Coverage obligations to third parties.
- b. Telephone and web based support resources under this Coverage will be provided in English only.
- c. This Coverage is offered and valid only in the country listed in above in 7a). The Terms and Conditions of this Coverage 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 Coverage.
- d. Apple is not obligated to renew this Coverage. If Apple does offer a renewal, it will determine the price and terms.
- e. See above 7a) for the applicable laws governing this Plan

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