

AppleCare+ for iPhone

AppleCare+ for iPad

AppleCare+ for iPod

How Consumer Rights Affect this Plan

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER PROTECTION LAWS AND REGULATIONS. THIS PLAN SHALL NOT PREJUDICE THE RIGHTS GRANTED BY APPLICABLE CONSUMER LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF THE NON-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 plans (each referred to herein as the “Plan”) for an Apple-branded iPhone, iPad or iPod and the accessories contained in its original packaging (“Covered Device”) listed on your proof of coverage document (“Plan Confirmation”). Apple will also provide hardware service and technical support coverage for an AirPort Express or an AirPort Extreme Base Station and an AirPort Time Capsule (“AirPort Device”) if the AirPort Device is used with an iPad covered under the AppleCare+ for iPad and purchased no earlier than two years before the covered iPad. (For purposes of this service contract, the Covered Device and, if applicable, the AirPort Device is known collectively as the “Covered Equipment”).

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 Covered Device (“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 Covered Device’s serial number at www.apple.com/support/applecare/view. You can find the price of the Plan on the original sales receipt. Coverage under this Plan is additional to the coverage provided under applicable mandatory laws, the manufacturer’s hardware warranty and complimentary technical support.

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 Equipment, or (ii) the capacity of the Covered Device’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 parts or parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Equipment, with a replacement product that is new or equivalent to new in performance and reliability. All replacement products provided under this Plan will at a minimum be functionally equivalent to the original product. If Apple exchanges the Covered Equipment, 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 Device 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 equivalent to new in performance and reliability, or (ii) exchange the Covered Device with a replacement product that is new or equivalent to new in performance and reliability (both individually known as a “Service Event”). **ADH coverage will expire prior to the end of the Plan Term and all of Apple’s obligations to you under this section 3.2 will be fulfilled in their entirety once Apple, as a result of ADH claims, has provided to you two (2) Service Events.** ADH coverage only applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional external event (e.g. drops and liquid contact) that arises from your normal daily usage of the Covered Device as intended for such Covered Device. **Important: ADH coverage does not include (a) protection against normal wear and tear, theft, misplacement, reckless, abusive, willful or intentional conduct associated with handling**

and use of the Covered Device, (b) protection against any other act or result not covered by the Plan, as described in Section 4.2 below, or (c) any resultant damage to the Covered Device that arises from one or more conditions described in Section 3.2(a) or (b). Apple may ask you to provide an explanation of where and when the accident occurred with a detailed description of the actual event. Apple will deny your claim if you fail to pay the service fee or fail to provide information relating to the accident when asked.

- Under AppleCare+ for iPhone, you will pay a HK\$548 / SGD108 dollar service fee including applicable tax for each ADH claim.
- Under AppleCare+ for iPad, you will pay a HK\$348 / SGD68 dollar service fee including applicable tax for each ADH claim.
- Under AppleCare+ for iPod, you will pay a HK\$228 / SGD48 dollar service fee including applicable tax for each ADH claim.

Depending on your country or jurisdiction of purchase, the ADH coverage under the Plan may be provided to you as a benefit under an arrangement which Apple has entered into with the relevant insurer named in Section 12 under the country or jurisdiction that you purchased the Plan in ("Insurer").

3.3 Technical Support

During the Plan Term, Apple will provide you with access to telephone and web-based technical support resources. Your complimentary technical support ends ninety (90) days after the Covered Equipment's date of original purchase. Technical support may include 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 service is required or ADH coverage may be applicable. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, the term "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as "1.0" or "2.0" and which is not in beta or pre-release form.

3.4 Scope of Technical Support

Under the Plan, Apple will provide technical support for the following:

- (i) Covered Equipment,
- (ii) Operating system ("OS") and software applications that are pre-installed with the Covered Equipment ("Consumer Software"),
- (iii) Apple-branded software applications that are designed to operate with the Covered Equipment, including but not limited to Keynote, Pages, Numbers, iPhoto, iMovie and GarageBand (also referred to as "Consumer Software"), and
- (iv) Connectivity issues between the Covered Equipment and a compatible wireless devices or computer that meets the Covered Equipment's connectivity specification.

4. What is not Covered?

4.1 Hardware Service and ADH Coverage Area. Under AppleCare+ for iPhone and AppleCare+ for iPad, hardware service and ADH coverage may be restricted to the country or jurisdiction where the Covered Device was originally purchased.

4.2 Hardware Coverage and ADH Coverage.

- (i) The Plan does not apply to installation, removal or disposal of the Covered Equipment, or provision of equipment while the Covered Equipment is being serviced.
- (ii) The Plan does not apply to damage caused by (a) a product that is not the Covered Equipment, (b) abuse, misuse, fire, earthquake or other external causes except as described in section 3.2 above, (c) operating the Covered Equipment outside the permitted or intended uses described by the manufacturer, or (d) service performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP").

(iii) The Plan does not apply to a product with a serial number that has been altered, defaced 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 Covered Equipment that has been lost or stolen. This Plan only applies to Covered Equipment returned to Apple in its entirety.

(v) The Plan does not apply to cosmetic damage to the Covered Equipment, including but not limited to scratches and dents that do not otherwise affect the functionality of the Covered Equipment.

(vi) The Plan does not apply to preventative maintenance on the Covered Equipment.

(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, and

(viii) The Plan does not apply to a pre-existing condition on any Covered Equipment if you purchased the Plan after you purchased the Covered Equipment.

Important: Do not open the Covered Equipment, as damage caused as a result of opening the equipment is not covered by this Plan. Only Apple or an authorized service provider should perform service on the Covered Equipment.

4.3 Technical Support.

(i) The Plan does not include Technical Support for your use of the OS and Consumer Software as server-based applications.

(ii) The Plan does not include Technical Support for issues that could be resolved by upgrading software to the then current version.

(iii) The Plan does not include Technical Support for third-party products or their effects on or interactions with the Covered Equipment, the OS or Consumer Software.

(iv) The Plan does not include Technical Support for your use of a computer or operating system that is not related to Consumer Software or to connectivity issues with the Covered Equipment.

(v) The Plan does not include Technical Support for Apple software other than the OS or Consumer Software, as covered under the Plan.

(vi) The Plan does not include Technical Support for OS software or any Apple-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software, and

(vii) The Plan does not include Technical Support for damage to, or loss of any software or data that was residing or recorded on the Covered Equipment. The Plan does not cover the recovery or reinstallation of software programs and user data.

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, please 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 Equipment serial number before you can receive assistance. You need to keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan, as it will be required if there is any question as to your Covered Equipment'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 Equipment. Return the Covered Equipment 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 Equipment to an Apple repair

service ("ARS") site for service. Once you are notified that service is complete, you will promptly retrieve the Covered Equipment.

(ii) Mail-in service. Direct mail-in service is available for most Covered Equipment. If Apple determines that your Covered Equipment 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 Equipment to an ARS site in accordance with Apple's instructions. Once service is complete, the ARS site will return the Covered Equipment to you. Apple will pay for shipping to and from your location if you follow all instructions.

(iii) Express Replacement Service ("ERS") or do-it-yourself ("DIY") parts service. ERS is available for certain Covered Equipment. DIY parts service is available for many Covered Equipment parts or accessories, and this will allow you to service your own Covered Equipment. If ERS or DIY parts service is available in the circumstances, the following process will apply.

(a) Service where Apple requires return of the replaced Covered Equipment or part. Apple may require a credit card authorization to serve as security for the retail price of the replacement Covered Equipment or part and applicable shipping costs. If you are not able to provide credit card authorization, service may not be available to you and Apple will offer an alternative arrangement for service. Apple will ship replacement Equipment or a part to you with installation instructions, if such are applicable, and any requirements for the return of the replaced Covered Equipment or part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the Covered Equipment or part and shipping to and from your location. If you fail to return the replaced Covered Equipment or part as instructed or return a replaced Covered Equipment or part that is ineligible for service, Apple will charge the credit card for the authorized amount.

(b) Service where Apple does not require return of the replaced product or part. Apple will ship you free of charge a replacement product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product or part.

(c) Apple is not responsible for any labor costs you incur in respect to ERS or DIY parts service. Should you require further assistance, you should contact Apple at the telephone number listed below.

6.2 Apple reserves the right to change 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. Service will be limited to the options available in the country where you request service. Service options, parts availability and response times may vary according to country. If service is not available for the Covered Equipment in a country that is not the country of purchase, you may be responsible for shipping and handling charges to facilitate service to a country where service is available. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Apple may repair or exchange products and parts with comparable products and parts that comply with local standards.

7. Your Responsibilities

To receive service or support under the Plan, you agree to comply with each of the terms listed below.

(i) You will provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, if requested.

(ii) You will provide information about the symptoms and causes of the issues with the Covered Equipment.

(iii) You will respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, the actions which were taken before the Covered Equipment experienced the issue and the steps taken to resolve the issue.

(iv) You will follow instructions Apple gives you, including but not limited to refraining from sending Apple products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions.

(v) You will update software to currently published releases prior to seeking service.

(vi) You will make sure to back up software and data residing on the Covered Equipment. DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT AND REFORMAT THE STORAGE MEDIA. Apple will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install OS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the OS. Third party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the OS 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 AND THE INSURER WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED EQUIPMENT 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 OR THE INSURER'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES AND AGENTS AND THE INSURER'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 EQUIPMENT 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 EQUIPMENT 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 the location appropriate to your country of purchase listed in Section 12 below. 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. The pro rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase, less (a) the applicable cancellation fee listed in Section 12 below 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 (both on its own behalf and on behalf of the Insurer) for fraud or material misrepresentation. Unless applicable local law provides otherwise, Apple may also cancel this Plan if service parts for the Covered Equipment 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) you transfer to the other party the original proof of purchase, the Plan's Confirmation, the Plan's printed materials and this service contract; (b) you notify Apple of the transfer by sending, faxing or e-mailing notice of transfer to the location appropriate for your country as listed in section 12 below, and (c) the other party accepts the terms of this service contract. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial

number of the Covered Equipment, and the name, address, telephone number and email address of the new owner.

11. General Terms

- (i) 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.
- (ii) Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.
- (iii) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.
- (iv) This Plan is offered and valid only in the countries listed in Section 12 below. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all states and territories, and is not available where prohibited by law.
- (v) In carrying out its obligations Apple may, at its discretion and solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between you and Apple.
- (vi) You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies, the Insurer or service providers in accordance with the Apple Customer Privacy Policy.
- (vii) Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Apple regarding the processing of data, and Apple will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding the processing of your data, contact Apple at the telephone numbers provided.
- (viii) **Apple will protect your information in accordance with Apple Customer Privacy Policy available at www.apple.com/legal/warranty/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 to update your personal contact preferences or you may contact Apple at URL www.apple.com/privacy/contact.**
- (ix) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's (and, where applicable, the Insurer's) entire understanding with respect to the Plan.
- (x) Apple is not obligated to renew this Plan. If Apple does offer to renew this Plan, it will determine the price and terms.
- (xi) There is no informal dispute settlement process available under this Plan.
- (xii) For Plans sold in Hong Kong or Singapore, "Apple" is the entity listed in section 12 below and the legal and financial obligor for Plans sold in Singapore and Hong Kong is the entity listed in Section 12 below.
- (xiv) The governing law of this Plan will be the law of the country listed in section 12 below for the country in which the Plan was purchased.

12. Country and Jurisdiction Variations

The following country and jurisdiction variations will control if inconsistent with any other provisions of this Plan:

- a) Hong Kong: Parties to Contract – Apple Asia Limited of 2401 Tower One, Times Square, Causeway Bay, Hong Kong ("Apple") and (for the purpose of the ADH coverage) AIG Insurance Hong Kong Limited of 46F, One Island East, 18 Westlands Road, Hong Kong (as "Insurer"), an insurance

company authorized to carry on general insurance business in and from Hong Kong under the Hong Kong Insurance Companies Ordinance and regulated by the Office of the Commissioner of Insurance. Cancellation (Section 9) – Cancel by sending written notice to AppleCare Administration, Apple Asia Limited of 2401 Tower One, Times Square, Causeway Bay, Hong Kong. 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 \$195 (Hong Kong Dollars) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 10) – Transfer by sending written notice to AppleCare Administration, Apple Asia Limited of 2401 One Tower One, Times Square, Causeway Bay, Hong Kong. General Terms (Section 11) – This plan is offered and valid only in Hong Kong. The laws of the Special Administrative Region of Hong Kong govern this Plan. In Hong Kong, Apple is the obligor in relation to all obligations under this Plan apart from the ADH coverage. For ADH coverage, the Insurer appoints Apple to provide the Service Events under section 3.2 of this Plan and covers the costs of such Service Events in excess of your service fee.

b) Singapore: Parties to Contract – Apple South Asia Pte. Ltd. of 7 Ang Mo Kio Street 64, Singapore, 569086 ("Apple") and (for the purpose of the ADH coverage) AIG Asia Pacific Insurance Pte. Ltd. of 78 Shenton Way #09-16 Singapore 079120 (as "Insurer"), an insurance company authorized to carry on general insurance business in Singapore. Cancellation (Section 9) – Cancel by sending written notice to AppleCare Administration, Apple South Asia Pte. Ltd. of 7 Ang Mo Kio Street 64, Singapore 569086. 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 \$45 (Singapore Dollars) or 10 per cent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 10) – Transfer by sending written notice to AppleCare Administration, Apple South Asia Pte. Ltd. of 7 Ang Mo Kio Street 64, Singapore 569086. General terms (Section 11) – This plan is offered and valid only in Singapore. The laws of the Republic of Singapore govern this Plan. The ADH coverage is provided to you pursuant to a group insurance policy that Apple South Asia Pte. Ltd. has purchased from the Insurer.

Telephone Numbers

Hong Kong

2112-0099

Monday – Friday 9:00 am – 9:00 pm

Saturday 9:00 am – 6:00pm Hong Kong time zone*

Singapore

800-186-1087

Monday – Friday 9:00 am – 9:00 pm

Saturday 9:00 am – 6:00 pm Singapore time zone*

* Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and international contact information at www.apple.com/contact/phone_contacts.html. Toll-free numbers are not available in all countries.

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