

AppleCare Protection Plan for iPad

Terms and Conditions

As the Contract Holder identified above, your AppleCare Protection Plan for iPad (herein referred to as the “Plan”) is governed by these Terms and Conditions and constitutes your contract with Apple as described in section 8 below. Subject to these Terms and Conditions, your Plan (i) covers defects for the Apple-branded iPad product listed in your Plan’s Certificate or Proof of Coverage document (“Plan Confirmation”), and the hardware accessories that are contained in the covered iPad’s original packaging (collectively the “Covered Equipment”), and (ii) provides you with access to telephone technical support and web-based support resources for the Covered Equipment. To obtain the Plan Confirmation the Plan’s unique agreement or registration number must be registered (“Plan Agreement Number”) as described in the instructions included in the Plan’s packaging. Customers choosing the Auto-Registration option, where available, will automatically receive their Plan Confirmation. The duration of the Plan (“Coverage Period”) is for the period ending on the date specified in your Plan Confirmation. The price of the Plan is listed on the Plan’s original sales receipt. Apple may restrict service provided under this Plan to the Covered Equipment’s original country of purchase.

1. Repair Coverage

a. Scope of Coverage. Your coverage for defects begins on the date your Covered Equipment’s Apple hardware warranty expires and terminates at the end of the Coverage Period (“Repair Coverage Period”). Apple will, at its option, repair or replace the affected Covered Equipment, if (i) during the Repair Coverage Period there is a defect in the Covered Equipment’s materials or workmanship or, (ii) during the Coverage Period, the capacity of the Covered Equipment’s battery to hold an electrical charge has depleted fifty (50%) percent or more from its original specification, (after being fully charged and the Covered Equipment playing audio or video with all settings reset). Apple will provide both parts and labor, but reserves the right to request that you replace certain readily installable parts yourself, as described below. Apple may provide replacement product or parts that are manufactured from parts that are new or equivalent to new in both performance and reliability. The replacement product or parts will be functionally equivalent to the replaced product or parts and will assume the remaining coverage under the Plan. The product or parts that are replaced become Apple’s property. Apple strongly advises you to record as a back up, data and software residing or recorded in the Covered Equipment, before making the Covered Equipment available for service.

b. Limitations The Plan does not cover:

- (i) Installation, removal or disposal of the Covered Equipment, or installation, removal, repair, or maintenance of non-Covered Equipment (including accessories, attachments, or other devices) or network or cellular service external to the Covered Equipment;
- (ii) Damage to the Covered Equipment caused by accident, abuse, neglect, misuse (including faulty installation, repair or maintenance by anyone other than Apple or an Apple Authorized Service Provider), unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes;
- (iii) Covered Equipment with a serial number that has been altered, defaced or removed;
- (iv) 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;
- (v) Service necessary to comply with the regulations of any government body or agency arising after the date of this Plan;
- (vi) Problems caused by the function of a network or cellular service or viruses or other software problems introduced into the Covered Equipment;
- (vii) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety;

- (viii) Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
- (ix) Preventative maintenance on the Covered Equipment;
- (x) The provision of replacement equipment during the period when the Covered Equipment is being serviced;
- (xi) Damage to, or loss of any software or data residing or recorded in the Covered Equipment. THE CONTENTS OF YOUR COVERED EQUIPMENT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF SERVICE. Your Covered Equipment or a replacement product will be returned to you as your Covered Equipment was configured when originally purchased, subject to applicable updates. Apple may install system software ("Product OS") updates as part of your service that will prevent the Covered Equipment or a replacement product from reverting to an earlier version of the Product OS. Third party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment or a replacement product as a result of the Product OS update. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Plan;
- (xii) Defects caused by normal wear and tear or otherwise due to normal aging of the product;
- (xiii) Protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship; and
- (xiv) Except as specifically provided herein, any other damages that do not arise from defects in materials and workmanship or ordinary and customary usage of the Covered Equipment.

c. Service Options. Apple may provide service through one or more of the following options:

- (i) Carry-in service. Return the Covered Equipment requiring service to an Apple-owned retail store or an Apple Authorized Service Provider location offering carry-in service. Service will be performed at the location, or the store may send the Covered Equipment to an Apple repair service location to be repaired or replaced. Once you are notified that service is complete, you will promptly retrieve the Covered Equipment.
- (ii) Direct mail-in service. 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, Apple may send you packaging material) and you will ship the Covered Equipment to Apple's repair service location in accordance with its instructions. Once service is complete, the Apple repair service location will return the Covered Equipment or a replacement product to you. Apple will pay for shipping to and from your location if all instructions are followed.
- (iii) Do-It-Yourself service is available for the Covered Equipment and many Covered Equipment parts or accessories, allowing you to service your own product. If Do-It-Yourself service is available in the circumstances, the following process will apply.

(A) Do-It-Yourself service where Apple requires return of the replaced product or part. Apple may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you are unable to provide credit card authorization, Do-It-Yourself service may not be available to you and Apple will offer alternative arrangements for service. Apple will ship a replacement product or part to you with installation instructions and any requirements for the return of the replaced product or part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the product or part and shipping to and from your location. If you fail to return the replaced product or part as instructed or return a replaced product or part that is ineligible for service, Apple will charge the credit card for the authorized amount.

(B) Do-It-Yourself 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 and any requirements for the disposal of the replaced part.

(C) Apple is not responsible for any labor costs you incur relating to Do-It-Yourself service. Should you require further assistance, contact Apple at the toll-free telephone number listed below.

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 options, parts availability and response times may vary according to the country where service is requested. If you seek service in a country that is not the country of purchase, you may be responsible for shipping and handling charges, compliance with applicable import and export laws, custom duties, V.A.T. and other associated taxes and charges. For international service, Apple may repair or exchange defective products and parts with comparable products and parts that comply with local standards.

d. Obtaining Repair or Replacement Service

To obtain service under this Plan, access the Apple website (www.apple.com/support/country) or call the telephone number listed below. Telephone numbers may vary according to your location. When accessing the website, follow the instructions for requesting repair service provided by Apple. If calling, an Apple technical support representative will answer, request your Plan Agreement Number, advise you and determine what service is necessary for the Covered Equipment. All service is subject to Apple's prior approval. Location of service may vary due to your location. Keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan. Proof of purchase may be required if there is any question as to your product's eligibility for Plan coverage.

2. Technical Support

a. Telephone and Web Support. Your eligibility for technical support begins on the date your Covered Equipment's complimentary technical support expires or the date your Coverage Period begins, whichever is later, and terminates at the end of the Coverage Period ("Technical Support Coverage Period"). During the Technical Support Coverage Period Apple will provide you with access to telephone technical support and web-based technical support resources. 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 repairs are required. Apple will provide technical support for the Covered Equipment, Product OS, software applications that are pre-installed with the Covered Equipment ("Product Software") and connectivity issues between the Covered Equipment and a supported computer, meaning a computer that meets the Covered Equipment's connectivity specifications and runs an operating system that is supported by the Covered Equipment. Apple will provide support for the then-current version of the Product OS and Product Software, and the prior Major Release. For purposes of this section, "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.

b. Limitations. The Plan does not cover:

- (i) Issues that could be resolved by your upgrading software to the then current version;
- (ii) Your use of or modification to the Covered Equipment, the Product OS or Product Software in a manner for which the Covered Equipment or software is not intended to be used or modified;
- (iii) Third-party products or their effects on or interactions with the Covered Equipment, the Product OS or Product Software;
- (iv) Your use of a computer or operating system that is unrelated to Product Software or connectivity issues with the Covered Equipment;
- (v) Apple software other than the Product OS or Product Software, as covered under the Plan;
- (vi) Product OS, Product Software or any Apple-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software; and

(vii) Damage to, or loss of any software or data residing or recorded in the Covered Equipment.

c. Obtaining Technical Support

You may obtain technical support by calling the telephone numbers listed in the Guide. The Apple technical support representative will provide you technical support. Apple's hours of support are described in the Guide. Apple reserves the right to change its hours of technical support and telephone numbers at any time. Web-based support resources are offered to you at the Apple website listed in the Guide.

3. Your Responsibilities

To receive service under the Plan, you agree to comply with the following:

- a. Provide your Plan Agreement Number and serial number of the Covered Equipment;
- b. Provide information about the symptoms and causes of the problems with the Covered Equipment;
- c. 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, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;
- d. 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; and
- e. Update software to currently published releases prior to seeking service.

4. Limitation of Liability

To the extent permitted by applicable law, Apple and its employees and agents will under no circumstances be liable to you or any subsequent owner 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 it will be able to (i) repair or replace Covered Equipment without risk to or loss of programs or data, or (ii) maintain the confidentiality of data.

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 replacement or repair of the Covered Equipment or supply of the service.

5. Cancellation

You may cancel this Plan at any time for any reason. Cancel by sending written notice to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S., or fax (552)789-5741. Unless local law provides otherwise, if you cancel within thirty (30) days of your Plan's 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 Plan's purchase you will receive a pro-rata refund of the Plan's original purchase price, less (i) a cancellation fee of MXN 300 or 10 percent of the pro-rata amount, whichever is less. Unless applicable local law provides otherwise, Apple may cancel this Plan (i) upon no less than fifteen (15) days written notice to you if service parts for the Covered Equipment become unavailable, provided no claims under the Plan remain unresolved, or (ii) immediately upon written notice to you if you commit a fraud or provide fraudulent representation which is material to the issuance of the Plan, or Apple acting in good faith having known the true facts would not have issued a Plan to you. If Apple cancels this Plan, you will receive a pro-rata refund for the Plan's unexpired term, subject to the requirements for receiving a full refund described above.

6. 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 a copy of the Plan's original proof of purchase, the Plan's Certificate and all of the Plan's packaging material, including printed materials and these Terms and Conditions; (b) you notify Apple of the transfer by sending written notice of transfer to Apple Inc., ATTN: Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S., fax (552)789-5741 or mexicodop@apple.com, and (c) the party receiving the Plan reads and 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 numbers of the Covered Equipment being transferred and the name, address, telephone number and email address of the new owner.

7. General Terms

a. 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.

b. Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.

c. You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.

d. Telephone and web based support resources under this Plan will be provided in English, Spanish and Portuguese only based on your country of residence.

e. This Plan is offered and valid only in Mexico. This Plan is not offered to persons who have not reached the age of majority. This Plan is not available where prohibited by law.

f. Except as expressly agreed by the parties, 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.

g. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.

h. The federal laws of Mexico govern this Plan.

i. There is no informal dispute settlement process available under this Plan. There is no deductible payment due to receive service under this Plan.

j. The Plan's financial and legal obligor is the Apple entity identified in section 8 below applicable to your country of residence.

k. 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 your data when it provides service or confirms compliance with applicable laws. This may include transferring your data to affiliated

companies or service providers located in countries where data protection laws may be less comprehensive than your country of residence.

l. 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 how your data may be impacted by being processed in this way, contact Apple at the telephone numbers provided.

m. If services provided to you should fail to comply with any duties under the Plan, you may claim directly against Apple by calling the phone number listed in the Guide or writing to Apple at the address listed in section 8 below.

n To obtain a list of Apple Authorized Service Providers call the local telephone support numbers provided with the Plan's packaging. A list of Apple Authorized Service Providers that are available for service under the Plan is accessible at www.apple.com/la/centrosdeservicio/ and www.apple.com/support/country.

o. Apple will protect your information in accordance with the 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 privacy@apple.com.

8. Country Details

Parties to Contract – Apple Operations Mexico S.A. de C.V., Avenida Paseo De La Reforma No. 505, piso 33, Cuauhtemoc, Mexico, D.F. 06500.

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