

AppleCare Protection Plan for iPhone

Terms and Conditions

Your AppleCare Protection Plan for iPhone (herein referred to as the "Plan") is governed by these Terms and Conditions and constitutes your contract with Apple Canada Inc., 7495 Birchmount Road, Markham, Ontario, L3R 5G2, Canada. Subject to these Terms and Conditions, your Plan (i) covers defects for the Apple-branded iPhone product listed in your Plan's Certificate or Proof of Coverage document ("Plan Confirmation"), an Apple-branded iPhone Bluetooth headset if used with the covered iPhone and originally purchased by you within two (2) years from the purchase of the Plan and the hardware accessories that are contained in the covered iPhone's original packaging (collectively the "Covered Equipment"), and (ii) provides you with access to telephone support and web-based support resources for the Covered Equipment. To obtain the Plan Confirmation you must register your Plan's unique agreement or registration number ("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 Canada.

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 iPhone battery to hold an electrical charge has depleted fifty (50%) percent or more from its original specification, (after being fully charged and the covered iPhone playing audio or video with all settings reset). Apple will provide both parts and labor, but may require you to 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 products or parts and will assume the remaining coverage under the Plan. The products 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 iPhone WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF SERVICE. Your iPhone or a replacement iPhone will be returned to you as your iPhone was configured when originally purchased, subject to applicable updates. Apple may install system software ("iPhone OS") updates as part of your service that will prevent the iPhone from reverting to an earlier version of the iPhone OS. Third party applications installed on the iPhone may not be compatible or work with the iPhone as a result of the iPhone 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; or

(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 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. Once you are notified that service is complete, you will promptly retrieve the product.

(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 to you. Apple will pay for shipping to and from your location if all instructions are followed.

(iii) Do-It-Yourself Parts service is available for many Covered Equipment parts or accessories, allowing you to service your own product. If Do-It-Yourself Parts service is available in the circumstances, the following process will apply.

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

(B) Do-It-Yourself Parts service where Apple does not require return of the replaced part. Apple will ship you free of charge a replacement 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 Parts 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.

d. Obtaining Repair or Replacement Service

To obtain service under this Plan, access the Apple website (www.apple.com/ca/support or <http://www.apple.com/ca/fr/support>) or call the toll-free 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 Coverage Period"). During the Technical 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, iPhone OS, software applications that are pre-installed with the Covered Equipment ("iPhone 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 iPhone OS and iPhone Software, and the prior Major Release, but reserves the right to change the support it provides on any previous versions at any time. 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 upgrading software to the then current version;
- (ii) Your use of or modification to the Covered Equipment, the iPhone OS or iPhone 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 iPhone OS or iPhone Software;
- (iv) Your use of a computer or operating system that is unrelated to iPhone Software or connectivity issues with the Covered Equipment;
- (v) Apple software other than the iPhone OS or iPhone Software, as covered under the Plan;
- (vi) iPhone OS 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 toll-free telephone number listed below. The Apple technical support representative will provide you technical support. Apple's hours of service are described below. Apple reserves the right to change its hours of technical service and telephone numbers at any time. Web-based support resources are offered to you at the Apple website (www.apple.com/ca/support and <http://www.apple.com/ca/fr/support>).

3. Your Responsibilities

To receive service or support 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 MAXIMUM 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, AND (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 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.

5. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel either call Apple at the telephone number below, or 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 512-674-8125). A copy of the Plan's original proof of purchase must accompany your notice. 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 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 Coverage Period, less (a) a cancellation fee of twenty-five (\$25 USD) 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 if service parts for the Covered Equipment become unavailable, upon thirty (30) days' prior written notice. If Apple cancels this Plan, you will receive a pro-rata refund for the Plan's unexpired term.

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 must include the 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, 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 916-399-7337 or agmts_transfer@apple.com, respectively, and (c) the party receiving the Plan reads and agrees to accept 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. This Plan is offered and valid only in Canada. This Plan is not offered to persons who have not reached the age of majority. This Plan is not available where prohibited by law.
- e. 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.
- f. 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 or service providers in accordance with the Apple Customer Privacy Policy.
- g. 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.
- h. Apple will protect your information in accordance with Apple Customer Privacy Policy available at URL www.apple.com/legal/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.
- i. 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.
- j. Your rights under the Plan are in addition to any warranty rights you may be entitled to. You must purchase and register the Plan while your Apple-branded iPhone is within Apple's One Year Limited warranty. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.
- k. There is no informal dispute settlement process available under this Plan.
- l. The obligations of such Plans are backed by the full faith and credit of the provider, Apple Canada Inc.
- m. The laws of the Province of Ontario shall be the relevant law of this Plan. This choice of law does not include the conflicts of laws provisions thereof nor the UN Sales Convention. n. There is no deductible payment due in respect of a claim made under this Plan.

Toll-Free Numbers

In Canada:

800-263-3394

Seven days a week

9:00 A.M. to 9:00 P.M. eastern time*

* 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.