

AppleCare Protection Plan

AppleCare Protection Plan for iPod

AppleCare Protection Plan for Apple Display

AppleCare Protection Plan for Apple TV

Terms and Conditions

Your AppleCare Protection Plan (“APP”), AppleCare Protection Plan for iPod (“APP for iPod”), AppleCare Protection Plan for Apple Display (“APP for Apple Display”) or AppleCare Protection Plan for Apple TV (“APP for Apple TV”), (each referred to herein as the “Plan”) is governed by these Terms and Conditions and constitutes your contract with the Apple entity described in section 7.1 below (“Apple”). Subject to these Terms and Conditions, your Plan (i) covers defects for the Apple-branded product(s) listed in your Plan’s Certificate or Proof of Coverage document (“Plan Confirmation”) and the accessories that are contained in the product(s) original packaging (“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.

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 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 having the Covered Equipment available for repair or replacement services. The scope of support provided to you will vary according to the Plan you purchased, as follows.

(i) Under APP, Apple covers the Covered Equipment and one compatible Apple branded display if purchased at the same time and registered with a covered Mac computer. An Apple-branded mouse and keyboard are also covered under APP if included with the Covered Equipment (or purchased with a Mac mini). An AirPort Extreme Card, an AirPort Express or AirPort Extreme Base Station, Time Capsule, an Apple-branded DVI to ADC display adapter, Apple RAM modules and MacBook Air SuperDrive are also covered under APP if used with the compatible Covered Equipment and originally purchased by you within two (2) years from the purchase of the Covered Equipment. If during the Repair Coverage Period there is a defect in the materials or workmanship of the Covered Equipment or the other covered items described above, Apple will at its option, repair or replace the affected item.

(ii) Under APP for iPod, Apple will, at its option, repair or replace the affected Covered Equipment, if (a) during the Repair Coverage Period there is a defect in the Covered Equipment’s materials or workmanship or, (b) during the Coverage Period, the capacity of the covered iPod battery to hold an electrical charge has depleted fifty (50%) percent or more from its original specification after being fully charged and the covered iPod is playing music with all settings reset.

(iii) Under APP for Apple Display or APP for Apple TV, Apple will, at its option, repair or replace the affected Covered Equipment, if during the Repair Coverage Period there is a defect in the Covered Equipment’s materials or workmanship. An AirPort Extreme Card, an AirPort Express or AirPort Extreme Base Station and Time Capsule are also covered under APP for Apple TV if used with the Covered Equipment and originally purchased by you within two (2) years from the purchase of the Covered Equipment.

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 such as external modems) or electrical 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) The provision of replacement equipment during the period when the Covered Equipment is being repaired;

(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) Consumable parts, such as batteries, except in respect of battery coverage under APP for iPod or unless failure has occurred due to a defect in materials and workmanship;

(x) Preventative maintenance on the Covered Equipment;

(xi) Defects caused by normal wear and tear or otherwise due to normal aging of the product; or

(xii) Damage to, or loss of any software or data residing or recorded in the Covered Equipment. When providing repair or replacement service, Apple will use reasonable efforts to reinstall the Covered Equipment's original software configuration and subsequent update releases, but will not provide any recovery or transfer of software or data contained on the serviced unit not originally included in the Covered Equipment. DURING IPOD SERVICE THE CONTENTS OF YOUR IPOD WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED. Your iPod or a replacement iPod will be returned to you as your iPod was configured when originally purchased, subject to applicable updates. Apple may install system software ("iPod OS") updates as part of your service that will prevent the iPod from reverting to an earlier version of the iPod OS. Third party applications installed on the iPod may not be compatible or work with the iPod as a result of the iPod 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.

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

(i) Carry-in service is available for most Covered Equipment. 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 or service provider 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) Onsite service is available for many desktop computers if the location of the Covered Equipment is within 50 miles/80 kilometers radius of an Apple authorized onsite service provider located in the United States or Canada. Onsite service is not available for some parts. The service for parts that cannot be repaired by onsite service may be repaired under Do-It-Yourself Parts service as described below. Apple will dispatch a service technician to the location of the Covered Equipment. Service will be performed at the location, or the service technician will transport the Covered Equipment to an Apple Authorized Service Provider or Apple repair service location for repair. If the

Covered Equipment is repaired at an Apple Authorized Service Provider or Apple repair service location, Apple will arrange for transportation of the Covered Equipment to your location following service. If the service technician is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

(iii) 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, 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.

(iv) Do-It-Yourself Parts service is available for many Covered Equipment parts, 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 a replacement part to you 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, including but not limited to onsite service at any time. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Covered Equipment cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable 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 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) 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 or Covered Equipment serial 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. The scope of technical support provided to you will vary according to the Plan you purchased, as follows.

(i) Under APP, Apple will provide technical support for the Covered Equipment, Apple's operating system software ("Mac OS") and Apple-branded consumer applications pre-installed with the Covered Equipment ("Consumer Software"). Apple will provide support for the then-current version of the Mac OS and Consumer 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.

(ii) Under APP for iPod, Apple will provide technical support for the Covered Equipment, iPod OS and software applications that are pre-installed with the Covered Equipment (both referred to as "iPod 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 iPod Software, and the prior supported Major Release.

(iii) Under APP for Apple Display, Apple will provide technical support for the Covered Equipment 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 operating system that it provides connectivity assistance for under APP for Apple Display, and the prior supported Major Release.

(iv) Under APP for Apple TV, Apple will provide technical support for the Covered Equipment, software applications that are pre-installed with the Covered Equipment ("Apple TV Software") and connectivity issues between the Covered Equipment, a supported computer and a supported television. Apple will provide support for the then-current version of the Apple TV Software and the prior supported Major Release. For purposes of this section, a "supported computer" means a computer that meets the Covered Equipment's connectivity specifications and runs an operating system that is supported by the Covered Equipment, and a "supported television" means a television that meets the Covered Equipment's connectivity specifications.

b. Limitations. The Plan does not cover:

(i) Your use of the Mac OS and Consumer Software as server-based applications;

(ii) Issues that could be resolved by upgrading software to the then current version;

(iii) Your use of or modification to the Covered Equipment, the Mac OS, iPod Software, Apple TV Software or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified;

(iv) Third-party products or their effects on or interactions with the Covered Equipment, the Mac OS, iPod Software, Apple TV Software or Consumer Software;

(v) Your use of a computer or operating system under APP for iPod that is unrelated to iPod Software or connectivity issues with the Covered Equipment;

(vi) Your use of a computer or operating system under APP for Apple Display that is unrelated to connectivity issues with the Covered Equipment;

(vii) Your use of a computer or operating system under APP for Apple TV that is unrelated to Apple TV Software or connectivity issues with the Covered Equipment;

(viii) Apple software other than the Mac OS, iPod Software, Apple TV Software or Consumer Software as covered under the applicable Plan;

(ix) Mac OS software for servers;

(x) Mac OS software or any Apple-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software;

(xi) Third-party web browsers, email applications, and Internet service provider software, or the Mac OS configurations necessary for their use, or

(xii) 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/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 512-6748125). 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: 217AC, 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 the fifty states of the United States of America, the District of Columbia and 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 located in countries where data protection laws may be less comprehensive than your country of residence, including but not limited to Australia, Canada, countries of the European Union, India, Japan, the People's Republic of China and the U.S.
- 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. 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. For Plans sold to residents of North Carolina, "Apple" is Apple Inc., a California corporation with its registered office at 1 Infinite Loop, Cupertino, California 95014, and the obligations of such Plans

are backed by the full faith and credit of the provider, Apple Inc. For Plans sold to residents of all other states in the United States, "Apple" is **AppleCare Service Company, Inc.** an Arizona corporation with its registered office at c/o CT Corporation System, 2394 East Camelback Road, Phoenix, Arizona 85016, doing business in the state of Texas as Apple CSC, Inc., and the obligations of such Plans are backed by the full faith and credit of the provider, AppleCare Service Company, Inc. For Plans sold in Canada, "Apple" is Apple Canada Inc., 7495 Birchmount Road, Markham, Ontario, L3R 5G2, Canada. Apple Canada Inc. is the legal and financial obligor for Plans sold in Canada.

m. The Administrator for Plans sold to in the United States is Apple Inc. (the "Administrator"). The Administrator is responsible for the collection and transfer to AppleCare Service Company, Inc. of the purchase price for the Plan and for the administration of claims under the Plan.

n. Except where prohibited by law, the laws of the state of California govern Plans purchased in the United States. Except where prohibited by law, the laws of the province of Ontario govern Plans purchased in Canada. If the law of any jurisdiction where this Plan is purchased is inconsistent with these terms, including the jurisdictions of Arizona, Florida, Georgia, Nevada, Oregon, Vermont, Washington, and Wyoming, the law of that jurisdiction will control.

o. Support services under this Plan may be available in English and French only.

p. There is no deductible payment due in respect of a claim made under this Plan.

8. State Variations

The following state variations will control if inconsistent with any other provisions of this Plan:

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

If you cancel this Plan pursuant to Section 5 of 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 cancel 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

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

The expiration date of the Plan will automatically be extended by the period that the Covered Equipment is in Apple's custody while 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

The laws of the State of Florida will govern this Plan and any disputes arising under it.

Michigan Residents

If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

Nevada Residents

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.

Grounds for cancellation; date cancellation effective. No cancellation of a service contract may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

Cancellation of contract; Refund of purchase price; cancellation fee.

(i) If Apple cancels this Plan, Apple shall refund to Nevada consumers the portion of the purchase price that is unearned. Apple may deduct any outstanding balance on your account from the amount of the purchase price that is unearned when calculating the amount of the refund. If Apple cancels a contract pursuant to NRS 690C.270, it may not impose a cancellation fee.

(ii) Except as otherwise provided in this section, a Nevada resident who is the original purchaser of this Plan, who submits to Apple a request in writing to cancel the Plan in accordance with the terms of the Plan, shall receive a refund of the portion of the Plan's purchase price that is unearned.

(iii) If you request the cancellation of this Plan pursuant to subsection (ii), Apple may impose the cancellation fee described in the Plan, but will not deduct the value of any service provided.

(iv) When Apple calculates the amount of a refund pursuant to subsection (ii), it may deduct from the portion of the purchase price that is unearned: (a) any outstanding balance on the account; and (b) any cancellation fee imposed pursuant to this Plan.

AppleCare Service Company, Inc. backs this Plan for Nevada residents by its full faith and credit.

New Hampshire Residents

In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department, by mail at State Of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800 852-3416.

New Mexico Residents

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

The purchase of this Plan is not required either to purchase or to obtain financing for computer equipment. Apple will not cancel this plan **EXCEPT** for failure to pay the purchase price for the Plan.

Oregon Residents

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

Unresolved complaints or Plan regulation questions may be addressed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel: 1-800768-3467.

Tennessee Residents

This Plan shall be extended as follows: (1) the number of days the consumer is deprived of the use of the product because the product is in repair; plus two (2) additional workdays.

Texas Residents

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 Equipment or its use. Unresolved complaints or Contract regulation questions may be addressed to the TX Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

Wisconsin Residents

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE

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. If you cancel more than thirty (30) days after your receipt of the Plan, you will receive a pro-rata refund of the original purchase price, based on the percentage of unexpired Coverage Period, less a cancellation fee of twenty-five (\$25 USD) dollars or ten percent (10%) of the pro-rata amount, whichever is less. No deduction shall be made from the refund for the cost of any service received. Apple will not cancel this plan **EXCEPT** for failure to pay the purchase price for the plan. If Apple cancels the Plan, you will receive a pro-rata refund for the Plan's unexpired term.

Wyoming Residents

If Apple cancels this Plan, Apple will mail to you written notice of the cancellation at your last known address contained in Apple's records no less than ten (10) days prior to the effective cancellation date. The prior written notice will contain the effective date of cancellation and the reasons for cancellation. Apple is not obligated to provide prior notice if cancellation is due to nonpayment of the Plan, a material misrepresentation by you to Apple, a substantial breach of your duties under the Plan or a substantial breach of your duties relating to the Covered Equipment or its use. Disputes arising under this Plan may be settled in accordance with the Wyoming Arbitration Act.

Toll-Free Numbers

In the U.S.:

800-APL-CARE (800-275-2273)

Seven days a week

8:00 A.M. to 8:00 P.M. central time *

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.

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