

## AppleCare+ for iPad

### How Consumer Rights Affect this Plan

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THE ABOVE MENTIONED PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS PLAN SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE 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 plan (the "Plan") for an iPad and the accessories contained in its original packaging ("Covered iPad") listed on your proof of coverage document ("Plan Confirmation").

#### **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 iPad ("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 iPad's serial number at [www.apple.com/support/applecare/view](http://www.apple.com/support/applecare/view). You can find the price of the Plan on the original sales receipt. The hardware service, accidental damage from handling coverage and technical support coverage which the Plan provide is additional to the coverage which the manufacturer's hardware warranty and complimentary technical support provide.

#### **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 iPad or, (ii) the capacity of the Covered iPad'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 or refurbished parts that are equivalent to new in performance and reliability, or (b) exchange the Covered iPad with a replacement product that is new or equivalent to new in performance and reliability, and is at least functionally equivalent to the original product. If Apple exchanges the Covered iPad, 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 iPad 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 iPad with a replacement product that is new or equivalent to new in performance and reliability, and is at least functionally equivalent to the original product (both individually known as a "Service Event"). **ADH coverage will expire and all of Apple's obligations to you under this section 3.2 will be fulfilled in its entirety before the end of the Plan Term when 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 iPad as intended for such Covered iPad. 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 iPad, (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 iPad that arises from one or more conditions described in Section 3.2(a) or (b). **You will pay a \$49 (U.S.) dollar service fee plus applicable tax for each ADH claim,** and may be asked to provide an explanation of where and when the accident occurred with a detailed description of the actual event. A claim will be denied if you fail to pay the service fee or fail to provide information relating to the accident when asked.

### 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 iPad'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. The scope of technical support which will be provided to you will vary based on your Plan.

### 3.4 Scope of Technical Support

Under the Plan, Apple will provide technical support for the Covered iPad, operating system ("iOS") and software applications that are pre-installed with the Covered iPad (both referred to as "Consumer Software") and connectivity issues between the Covered iPad and a Supported Computer. For purposes of this section the term "Supported Computer" means a computer that meets the Covered iPad's connectivity specifications and runs an operating system that is supported by the Covered iPad.

## **4. What is not Covered?**

4.1 Hardware Service and ADH Coverage Area. Apple may restrict hardware service and ADH coverage to the Covered iPad's original Country of Purchase.

### 4.2 Hardware Coverage and ADH Coverage.

- (i) The Plan does not apply to installation, removal or disposal of the Covered iPad, or provision of equipment while the Covered iPad is being serviced.
- (ii) The Plan does not apply to damage caused by (a) a product that is not the Covered iPad, (b) abuse, misuse, fire, earthquake or other external causes except as described in section 3.2 above, (c) operating the Covered iPad outside the permitted or intended uses described by the manufacturer, or (d) service (including upgrades and expansions) if such was performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP").
- (iii) The Plan does not apply to an iPad 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 a Covered iPad that has been lost or stolen. This Plan only covers a Covered iPad that is returned to Apple in its entirety.
- (v) The Plan does not apply to cosmetic damage to the Covered iPad, including but not limited to scratches and dents, that do not otherwise affect the functionality of the Covered iPad;
- (vi) The Plan does not apply to preventative maintenance on the Covered iPad;
- (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.
- (viii) The Plan does not apply to a pre-existing condition on any Covered iPad if you purchased the Plan after you purchased the Covered iPad.

4.3 Technical Support. The Plan does not include Technical Support in respect to:

- (i) Your use of the iOS and Consumer Software as server-based applications;
- (ii) Issues that could be resolved by upgrading software to the then current version;
- (iii) Third-party products or their effects on or interactions with the Covered iPad, the iOS or Consumer Software;
- (iv) Your use of a computer or operating system that is not related to Consumer Software or to connectivity issues with the Covered iPad;
- (v) Apple software other than the iOS or Consumer Software, as covered under the Plan;

(vi) iOS software or any Apple-branded software designated as “beta”, “prerelease,” or “preview” or similarly labeled software; or

(vii) Damage to, or loss of any software or data that was residing or recorded on the Covered iPad. The Plan does not cover the recovery or reinstallation of software programs and user data.

**Important: Do not open the Covered iPad. Opening the Covered iPad may cause damage that is not covered by this Plan. Only Apple or an authorized service provider should perform service on the Covered iPad.**

## 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, you can access the Apple website ([www.apple.com/support/country/](http://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 iPad serial number for your iPad before you can receive assistance. You need to keep your Plan Confirmation document and the original sales receipt for your Covered iPad and your Plan, as it will be required if there is any question as to your Covered iPad’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 iPad products. Return the Covered iPad 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 iPad to an Apple repair service (“ARS”) site to be repaired. Once you are notified that service is complete, you will promptly retrieve the Covered iPad.

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

(iii) Express replacement or do-it-yourself (“DIY”) parts service. Express replacement is available for certain Covered iPad products. DIY parts service is available for many Covered iPad parts or accessories, and this will allow you to service your own Covered iPad. If express replacement or DIY parts service is available in the circumstances, the following process will apply.

(a) Service where Apple requires return of the replaced Covered iPad or part. Apple may require a credit card authorization to serve as security for the retail price of the replacement Covered iPad 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 a replacement iPad or part to you with installation instructions, if such are applicable, and any requirements for the return of the replaced Covered iPad or part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the Covered iPad or part and shipping to and from your location. If you fail to return the replaced Covered iPad or part as instructed or return a replaced Covered iPad 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 Covered iPad or part. Apple will ship you free of charge a replacement Covered iPad or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced Covered iPad or part.

(c) Apple is not responsible for any labor costs you incur in respect to express replacement 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 iPad’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. You may be responsible for shipping and

handling charges if the Covered iPad 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 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 iPad.

(iii) You will respond to requests for information, including but not limited to the Covered iPad serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Covered iPad, any error messages displayed, the actions which were taken before the Covered iPad 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 iPad in accordance with shipping instructions.

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

(vi) You will make sure to backup software and data residing on the Covered iPad. DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED IPAD AND REFORMAT THE STORAGE MEDIA. Apple will return your Covered iPad or provide a replacement as the Covered iPad was originally configured, subject to applicable updates. Apple may install iOS updates as part of hardware service that will prevent the Covered iPad from reverting to an earlier version of the iOS. Third party applications installed on the Covered iPad may not be compatible or work with the iPad as a result of the iOS 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 WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED IPAD 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 (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED IPAD 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 IPAD 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 AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. (fax number 916-405-3973). 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, based on the percentage of unexpired Plan Term from the Plan's date of purchase, less (a) a cancellation fee of twenty-five (\$25) 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 for fraud or material misrepresentation. Unless applicable local law provides otherwise, Apple may also cancel this Plan if service parts for the Covered iPad 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) the transfer includes the original proof of purchase, the Plan's Confirmation and all of the Plan's 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 916-405-3655 or [agmts\\_transfer@apple.com](mailto:agmts_transfer@apple.com), respectively, and (c) the party receiving the Plan 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 number of the Covered iPad being transferred, 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 iPad to receive service under the Plan.

(iv) This Plan is offered and valid only in the fifty states of the United States of America and the District of Columbia and all provinces and territories of Canada. This Plan is not offered to persons who have not reached the age of majority. This Plan may not be available in all states of the United States and in all provinces and territories of Canada, 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 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 how your data may be impacted by being processed in this way, 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/](http://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](http://www.apple.com/contact/myinfo) to update your personal contact preferences or you may contact Apple at URL [www.apple.com/privacy/contact](http://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 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 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., with offices at 7495 Birchmount Road, Markham, Ontario, L3R 5G2, Canada. Apple Canada Inc. is the legal and financial obligor for Plans sold in Canada.

(xiii) The Administrator is Apple Inc. (the "Administrator"), a California corporation with its registered office at 1 Infinite Loop, Cupertino, California 95014. 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.

(xiv) 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 laws of any jurisdiction where this Plan is purchased are inconsistent with these terms, including the jurisdictions of Arizona, Florida, Georgia, Nevada, Oregon, Vermont, Washington, Wisconsin and Wyoming, the laws of that jurisdiction will control.

(xv) Support services under this Plan may be available in English and French only.

## **12. Country, Province and State Variations**

One or more of the terms that appear below may apply to the Plan. The terms below may vary from one or more of the terms that appear above this section. The following state variations will control if inconsistent with any other provisions of this Plan:

### 12.1 Canada

In Canada, the service fee for each ADH Claim as described in section 3.2 is forty-nine (CDN\$49) Canadian dollars plus applicable tax, and the cancellation fee described in section 9 is twenty-five (CDN\$25) Canadian dollars or ten percent (10%) of the pro-rata amount, whichever is less.

#### Quebec Residents

The laws of the Province of Quebec will govern this Plan and any disputes arising under it. The section "Limitation of Liability" is not applicable to residents of Quebec.

### 12.2 United States

Alabama, California, Hawaii, Maryland, Minnesota, Missouri, New Mexico, Nevada, New York, South Carolina, Texas, Washington and Wyoming Residents. If you purchased the Plan in one of these states, this term applies to the Plan.

If you cancel this Plan pursuant to 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 purchased the Plan in this state, this term applies to the Plan.

If you cancel the Plan 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. If you purchased the Plan in this state, this term applies to the Plan.

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. If you purchased the Plan in this state, this term applies to the Plan.

The expiration date of the Plan will automatically be extended by the period that the Covered iPad is in Apple's custody while it is 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. If you purchased the Plan in this state, this term applies to the Plan.

The laws of the State of Florida will govern this Plan and any disputes arising under it. The rate which is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Michigan Residents. If you purchased the Plan in this state, this term applies to the Plan.

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. If you purchased the Plan in this state, this term applies to the Plan.

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 and Apple will not deduct the value of any service provided.

(iii) If you request the cancellation of this Plan after the first thirty (30) days of the Plan term, 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.

No prior approval for services or goods covered under the Plan is necessary.

Tax is not applicable in the State of Nevada on the \$49 service fee for ADH claims.

New Hampshire Residents. If you purchased the Plan in this state, this term applies to the Plan.

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. If you purchased the Plan in this state, this term applies to the Plan.

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. If you purchased the Plan in this state, this term applies to the Plan.

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

Ohio Residents. If you purchased the Plan in this state, this term applies to the Plan.

Although this service contract is not an insurance policy, the obligations for claims hereunder for Plans sold in Ohio are insured by Illinois National Insurance Co., with an address of 180 Maiden Lane 25<sup>th</sup> Floor, New York, NY 10038 (Phone Number: 1-800-250-3819). With any correspondence, please provide your phone number and case number, if applicable. You are entitled to make a direct claim against the insurance company if Apple fails to provide service pursuant to a claim sixty (60) days after Apple's receipt of your claim.

Oregon Residents. If you purchased the Plan in this state, this term applies to the Plan.

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. If you purchased the Plan in this state, this term applies to the Plan.

You may address any unresolved complaints or Plan regulation questions to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel: 1-800-768-3467.

Tennessee Residents. If you purchased the Plan in this state, this term applies to the Plan.

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

Texas Residents. If you purchased the Plan in this state, this term applies to the Plan.

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 iPad or its use. You may address any unresolved complaints or contract regulation question to the TX Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

The Administrator in Texas is Apple Inc., TDLR Lic. #300.

Wisconsin Residents. If you purchased the Plan in this state, this term applies to the Plan.

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

If you cancel this Plan 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 this Plan 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 the unexpired Plan Term, 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 be paid a pro-rata refund for the Plan's unexpired term.

Wyoming Residents. If you purchased the Plan in this state, this term applies to the Plan.

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. Apple will mail this written notice to you no less than ten (10) days prior to the date when the cancellation will take effect. This written notice to you will contain the date when the cancellation will take effect and the reasons for the 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 iPad or its use.

Disputes that arise under this Plan may be settled in accordance with the Wyoming Arbitration Act.

## Telephone Numbers

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

7:00 A.M. to 10:00 P.M. central time\*

Seven days a week

Canada – 800-263-3394

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

Seven days a week

\* 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](http://www.apple.com/contact/phone_contacts.html). Toll-free numbers are not available in all countries.

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