

AppleCare Repair Agreement for Mac

How Consumer Rights Affect this AGREEMENT

FOR CUSTOMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THE ABOVE MENTIONED AGREEMENT ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS AGREEMENT 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 provided to you by Apple under the above-mentioned agreement (the "Plan") for the Apple branded product and the accessories contained in its original packaging ("Covered Equipment") listed on your proof of coverage document ("Plan Confirmation").

2. When Coverage Begins and Ends.

Coverage begins when you purchase the Plan and ends on the date specified in your Plan Confirmation ("Coverage Period"). Your original sales receipt will be your Plan Confirmation. The terms of this Plan, the original sales receipt for your Plan and the Plan Confirmation are each part of your service contract. The price of the Plan is contained in the original sales receipt. The hardware service provided by the Plan is additional to the coverage provided by the manufacturer's hardware warranty and complimentary technical support.

3. What is Covered?

3.1 Hardware Service

If during the Coverage Period, you submit a valid claim by notifying Apple that a defect in materials and workmanship has arisen in the Covered Equipment 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 Equipment 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 Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage for the remaining period of the Plan.

3.2 Covered Equipment

In addition to the Apple-branded product and accessories contained in the original packaging, "Covered Equipment" includes the following according to your Plan:

(a) one compatible Apple branded display if purchased at the same time as the Covered Equipment, (b) an Apple-branded mouse, Magic Trackpad, Apple Battery Charger and keyboard if included with the Covered Equipment (or purchased with a Mac mini), or (c) 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 Apple USB SuperDrive if used with the Covered Equipment and originally purchased by you no earlier than two years before the Covered Equipment purchase.

4. What is not Covered?

4.1 Hardware Service. Apple may restrict service to the Covered Equipment's original Country of Purchase. The Plan does not apply to:

- i. Installation, removal or disposal of the Covered Equipment, or provision of equipment while the Covered Equipment is being serviced;
- ii. Damage caused by (a) a product that is not the Covered Equipment, (b) accident, abuse, misuse, liquid contact, fire, earthquake or other external causes, (c) operating the Covered Equipment outside the permitted or intended uses described by the manufacturer, or (d) service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP");

- iii. Covered Equipment 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. Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety;
- v. Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
- vi. Consumable parts, such as batteries, unless failure has occurred due to a defect in materials and workmanship;
- vii. Preventative maintenance on the Covered Equipment; or
- viii. Defects caused by normal wear and tear or otherwise due to normal aging of the product.
- ix. Technical support of any kind.

5. How to Obtain Service?

You may obtain hardware services by accessing the Apple website (www.apple.com/support) or calling the telephone number listed below. If calling, an Apple technical support representative will answer, request your Plan Agreement Number or Covered Equipment serial number, before providing assistance. Keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan, as it will be required if there is any question as to your product's eligibility for coverage.

If, in Apple's sole judgment, a repair is requested when no defect in materials and workmanship in the Covered Equipment is found, Apple reserves the right to charge you a fee to cover any reasonable costs incurred by Apple.

6. Hardware Service Options.

6.1 Apple will provide hardware services through one or more of the following options:

(i) Carry-in service. Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an Apple-owned retail store location or an AASP offering carry-in service. Service will be performed at the location, or the store may send the Covered Equipment to an Apple repair service ("ARS") location to be repaired. Once you are notified that service is complete, you will promptly retrieve the Covered Equipment.

(ii) Onsite service. 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. Certain parts serviceable under do-it-yourself parts service, as described below, are not be eligible for Onsite service. If Apple determines that onsite service is available, 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 AASP or ARS location for repair. If the Covered Equipment is repaired at an AASP or ARS 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) Mail-in service. Direct mail-in service is available for most Covered Equipment. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid way bills (and if you no longer have the original packaging, packaging material) and you will ship the Covered Equipment to an ARS location in accordance with Apple's 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) Express replacement or do-it-yourself ("DIY") parts service. Express replacement is available for certain Covered Equipment products, and DIY parts service is available for many Covered Equipment parts or accessories, allowing you to service your own product. 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 product or part. Apple may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you are unable to provide credit card authorization, service may not be available to you and

Apple will offer alternative arrangements for service. Apple will ship a replacement product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced product or part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the product or part and shipping to and from your location. If you fail to return the replaced product or part as instructed or return a replaced product or part that is ineligible for service, Apple will charge the credit card for the authorized amount.

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

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

6.2 Apple reserves the right to change the method by which Apple may provide repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service. Service will be limited to the options available in the country where 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 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 defective products and parts with comparable products and parts that comply with local standards.

7. Your Responsibilities

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

- (i) Provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, if requested;
- (ii) Provide information about the symptoms and causes of the issues with the Covered Equipment;
- (iii) 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;
- (iv) Follow instructions Apple gives you, including but not limited to refraining from sending Apple products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions;
- (v) Update software to currently published releases prior to seeking service; and
- (vi) Make sure to backup software and data residing on the Covered Equipment. APPLE MAY REINSTALL THE COVERED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES WHILE PERFORMING SERVICE, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED EQUIPMENT PRIOR TO SERVICE. YOU WILL BE RESPONSIBLE FOR REINSTALLING ALL OTHER SOFTWARE PROGRAMS, DATA, AND PASSWORDS.
- (vii) You will maintain internal support staff that has the skills and experience to determine whether or not an issue affecting the Covered Equipment is eligible for repair or replacement service under the terms of this Plan. Failure to correctly diagnose issues that are ineligible for repair or replacement service under this Agreement may result in additional charges, as described in section 5 above, or cancellation of the Agreement if repeated failures are not corrected.
- (viii) You will maintain, at the address you provide to Apple, your records relating to parts and service provided under this Plan for at least five years. Upon Apple's reasonable request, during the term of this Plan and for five years after its expiration or termination, you will promptly provide copies of any requested records. Apple will have the right to inspect your facilities at any time during regular business hours for purposes of verifying your compliance with the terms of this Plan.

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 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 EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

FOR CUSTOMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, APPLE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel 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 916-405-3973). 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 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 Equipment become unavailable, 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. General Terms

- (i) Apple may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
- (ii) Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.
- (iii) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.
- (iv) This Plan is offered and valid only in the 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 may not be available in all states, 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 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 URL www.apple.com/legal/warranty/privacy.**

(ix) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, 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) You must purchase and register the Plan while your Covered Equipment 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.

(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, 2390 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 for Plans sold in the United States 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. 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 only.

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

(xvii) The Plan will not be cancelled due to pre-existing conditions in the Covered Equipment that are eligible for service under the Plan.

(xviii) You may not transfer this Plan.

11. Country, Province and State Variations

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

a) Afghanistan, Bangladesh, Bhutan, Brunei, Cambodia, Guam, Indonesia, Laos, Singapore, Malaysia, Nepal, Pakistan, Philippines, Sri Lanka, and Vietnam: Parties to Contract – Apple South Asia Pte. Ltd. Of 7 Ang Mo Kio Street 64, Singapore, 569086 ("Apple"). Other Provisions (section 8) – This plan is offered and valid only in Afghanistan, Bangladesh, Cambodia, Guam, Indonesia, Laos, Singapore, Malaysia, Nepal, Pakistan, Philippines, Sri Lanka, and Vietnam. The laws of the Republic of Singapore govern this plan.

b) Hong Kong: Parties to Contract – Apple Asia Limited of 2401 Tower One, Times Square, Causeway Bay, Hong Kong ("Apple"). Other Provisions (section 8) – This plan is offered and valid only in Hong Kong. The laws of the Special Administrative Region of Hong Kong govern this Plan.

c) Australia, Fiji, Papua New Guinea and Vanuatu: For Australian Consumers: The rights described in this policy in respect of returns, refunds and warranties are in addition to the statutory rights to which you may be entitled under the Competition and Consumer Act 2010 and other applicable Australian consumer protection laws and regulations. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably

foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. Repair of the goods may result in loss of data.

Parties to Contract – Apple Pty Limited at PO Box A2629, South Sydney, NSW , 1235 (“Apple”). Other Provisions (section 8) – This plan is offered and valid only in Australia, Fiji, Papa New Guinea and Vanuatu. The laws of New South Wales govern this Plan.

d) New Zealand: Parties to Contract – Apple Pty Limited at PO Box A2629, Sydney South, NSW, 1235. (“Apple”). Other Provisions (section 8) – This plan is offered and valid only in New Zealand. The laws of New South Wales govern this plan.

e) India: Parties to Contract – Apple India Private Ltd at 19th Floor, Concorde Tower C, UB City no 24, Vittal Mallya Road, Bangalore 560-001 India (“Apple”). Other Provisions (section 8) This plan is offered and valid only in India. The laws of the Republic of India govern this plan.

f) Republic of Korea: Parties to Contract – Apple Korea Limited at 3901 ASEM Tower, 159 Samsung-Dong, Kangnam-Ku, Seoul, 135-090 Korea (“Apple”). Other Provisions (section 8) – This plan is offered and valid only in the Republic of Korea. The laws of the Republic of Korea govern this plan.

g) People’s Republic of China: Parties to Contract – Apple Computer Trading (Shanghai) Co. Ltd. at 9/F Room 1201, Lippo Plaza, 222, Huai Hai Zhong Lu, Shanghai 200021, P.R.C. (“Apple”). Repair or Replacement Service Provided (Section 2c(ii)) - Onsite service is available for many desktop computers if the location of the Covered Equipment is within 30 kilometers radius of an Apple authorized onsite service provider located in China. Other Provisions (section 8) – This plan is offered and valid only in China. The laws of the Peoples Republic of China govern this plan.

h) Taiwan: Parties to Contract – Apple Asia Limited Liability Company Taiwan Branch at 19A, No.1, Songzhi Rd., Xinyi Dist., Taipei City 11047, Taiwan (“Apple”). Other Provisions (section 8) – This plan is offered and valid only in Taiwan. The laws of the Republic of China govern this plan.

i) Thailand: Parties to Contract – Apple South Asia (Thailand) Limited at 25th Floor, Suite B2, Siam Tower, 989 Rama 1 Road, Pataumwan, Bangkok, 10330 (“Apple”). Other Provisions (Section 8) -- This plan is offered and valid only in Thailand. The laws of Thailand govern this Plan.

j). Japan: Parties to Contract – Apple Japan, Inc. at 3-20-2 Nishishinjuku, Shinjuku, Tokyo (“Apple”). Other Provisions (section 8) – This plan is offered and valid only in Japan. The laws of Japan govern this plan.

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