

**AppleCare Protection Plan for Mac ("APP for Mac")**

**AppleCare Protection Plan for iPod ("APP for iPod")**

**AppleCare Protection Plan for Apple Display ("APP for Apple Display")**

**AppleCare Protection Plan for Apple TV ("APP for Apple TV")**

**Europe/Middle East/Africa**

## **How Consumer Rights Affect this Plan**

***FOR CONSUMERS, WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRIES, THE BENEFITS CONFERRED BY THE ABOVE-MENTIONED PLANS ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. NONE OF THE TERMS OF THIS PLAN WILL BE DETRIMENTAL TO THE RIGHTS GRANTED TO CONSUMERS BY APPLICABLE MANDATORY RULES, INCLUDING BUT NOT LIMITED TO THE RIGHT TO CLAIM FOR THE APPLICATION OF THE REMEDIES SET FORTH BY WARRANTY RULES AND THE RIGHT TO CLAIM FOR THE REIMBURSEMENTS OF DAMAGES IN CASE OF FULL OR PARTIAL BREACH OR NOT-CORRECT FULFILLMENT BY APPLE OF ITS CONTRACTUAL OBLIGATIONS. FOR FURTHER INFORMATION PLEASE REFER TO SECTION 12 ("Country Variation") BELOW.***

**1. The Plan.** This service contract governs the hardware services and technical support provided to you by Apple Sales International or its successor in title ("Apple") under the above-mentioned plans (each referred to herein as 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"). To obtain your Plan Confirmation, register your Covered Equipment and your Plan's registration number ("Plan Agreement Number") with Apple. If auto-registration is available, 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 and technical support coverage 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 (i) a defect in materials and workmanship has arisen in the Covered Equipment, or (ii) the capacity of a covered iPod 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 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:

(i) Under APP for Mac, (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), and (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 MacBook Air SuperDrive if used with the Covered Equipment and originally purchased by you no earlier than two years before the Covered Equipment purchase.

(ii) Under APP for Apple TV, an AirPort Extreme Card, an AirPort Express or AirPort Extreme Base Station and Time Capsule if used with the Covered Equipment and originally purchased by you no earlier than two years before the Covered Equipment purchase.

### 3.3 Technical Support

During the Coverage Period, Apple will provide you with access to telephone 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 service is required. Apple will provide support for the then-current version of the supported 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. The scope of technical support provided to you will vary according to your Plan.

### 3.4 Scope of Technical Support

(i) Under APP for Mac, 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 also provide technical support using the graphical user interface for server administration and network management issues on Apple's operating system server software ("Mac OS Server") on a Mac.

(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.

(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.

(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", meaning a television that meets the Covered Equipment's connectivity specifications.

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

### 4.1 Hardware Service. The Plan does not apply to:

(i) Installation, removal or disposal of the Covered Equipment, or the 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 cause, (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, except in respect of battery coverage under APP for iPod or 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.

#### 4.2 Technical Support. The Plan does not include:

- (i) Issues that could be resolved by upgrading software to the then current version;
- (ii) Your use of or modification to the Covered Equipment, the 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;
- (iii) Third-party products or their effects on or interactions with the Covered Equipment, the Mac OS, Mac OS Server, iPod Software, Apple TV Software or Consumer Software;
- (iv) 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;
- (v) Your use of a computer or operating system under APP for Apple Display that is unrelated to connectivity issues with the Covered Equipment;
- (vi) 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;
- (vii) Apple software other than the Mac OS, Mac OS Server, iPod Software, Apple TV Software or Consumer Software as covered under the applicable Plan;
- (viii) Mac OS software for servers, except when using the graphical user interface for server administration and network management issues on Mac OS Server on a Mac;
- (ix) Mac OS software or any Apple-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software;
- (x) Third-party web browsers, email applications, and Internet service provider software, or the Mac OS configurations necessary for their use; or
- (xi) Damage to, or loss of any software or data residing or recorded on the Covered Equipment. Recovery and reinstallation of software programs and user data are not covered under this Plan.

### **5. How to Obtain Service and Support?**

You may obtain hardware services and technical support by accessing the Apple website ([www.apple.com/support/country](http://www.apple.com/support/country)) or calling the telephone number listed in the AppleCare Quick Reference Guide (the "Guide"). The Guide is included in the Plan's packaging. 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.

### **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 or an AASP 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 ("ARS") location to be serviced. 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 ARS 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 service is available for certain Covered Equipment products, and DIY parts service is available for many Covered Equipment parts, 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 in the Guide.

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 or support 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 peripheral 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. DURING APP FOR IPOD SERVICE, APPLE WILL DELETE THE CONTENTS OF THE IPOD AND REFORMAT THE STORAGE MEDIA. Apple will return your iPod or provide a replacement iPod as the iPod was originally configured, subject to applicable updates. Apple may install iPod OS updates as part of hardware 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.

## **8. Limitation of Liability**

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. NOTHING IN THIS PLAN SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY THE APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER RIGHTS TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

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. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT APPLE'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR (II) FRAUD).

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 COUNTRIES, 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 Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland (fax number: +353 (0)21 428 3917. 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. Unless local law provides otherwise, 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) the applicable cancellation fee listed in Section 12 below 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. This cancellation fee will not be applicable when cancellation is based on a statutory Consumer right of withdrawal or consumer right of return (such as during a statutory cooling off period). 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. Transfer of Plan**

(i) With Transfer of Covered Equipment to New Owner. 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 packaging material, including printed materials and these Terms and Conditions; (b) you notify Apple of the transfer by sending or faxing notice of transfer to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland (fax number: +353 (0)21 428 3917; 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 Equipment being transferred and the name, address, telephone number and email address of the new owner.

(ii) With Transfer From Original Covered Equipment to New Covered Equipment. You may make a one time, permanent transfer of the coverage under the Plan to a new Apple product that is owned and purchased by you within thirty (30) days of the Covered Equipment purchase. The new product must be eligible for coverage under the Plan and at the time of transfer both products must be covered under the Apple one (1) year limited warranty. Apple will issue a Plan Confirmation for the new product, which will then become the Covered Equipment. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial numbers and Proof of Purchase of the products being transferred by sending or faxing, where available, notice of transfer to Apple as set forth in the section immediately above.

## **11. General**

(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 if you are a resident of a country in which Apple or its affiliated companies offers the Plan that are set forth here: <http://www.apple.com/legal/applecare/countrylist.html>. This Plan is not offered to persons who have not reached the age of majority. This Plan 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 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.

(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](http://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](http://www.apple.com/contact/myinfo) to update your personal contact preferences or you may contact Apple's European data controller at [privacyeurope@apple.com](mailto:privacyeurope@apple.com).**

(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) The financial obligations of this Plan are backed by Apple Sales International, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland. Should Apple Sales International fail to meet those obligations, Apple Operations Europe, a company registered under the laws of the Republic of Ireland, would assume such obligations.

(xiii) In the event any section or portion of a section of these terms and conditions are deemed invalid, void or unenforceable, that section or portion of a section shall be severed from these terms and conditions, and the remaining terms and conditions shall continue in full force and effect.

(xiv) These terms and conditions shall be governed by and construed under the laws of the country in which the Plan was purchased. This choice of law does not include the conflicts of laws provisions thereof nor the UN Sales Convention. (xv) There is no deductible payment due in respect of a claim made under this Plan.

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

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

The following country variations will control if inconsistent with any provision of this Plan:

### United Kingdom

Section 8 - Section 8 is replaced by the following provisions:

8.1 - Apple is not responsible for ensuring that the Plan is suitable for your required purpose.

8.2 - Nothing in these Terms and Conditions shall limit or exclude Apple's liability (i) for death or personal injury caused by its negligence or (ii) for fraud or (iii) any liability which cannot be excluded by law.

8.3 - Subject to clauses 8.2 and 8.4, Apple will not be liable whether in contract, tort (including negligence) or otherwise for any loss or damage caused by it or its employees or agents under and / or in connection with this Plan:

i) where such loss or damage is not a reasonably foreseeable result of any such breach; or

ii) for any increase in loss or damage resulting from breach by you of any term of this Plan; or

iii) for any losses that relate to a business operated by you (including without limitation lost data, lost profits or business interruption).

8.4 Subject to clause 8.2, if you are not a consumer, (i) Apple's maximum liability whether in contract, tort (including negligence) or otherwise for any loss or damage caused by it or its employees or agents under and / or in connection with this Plan shall be limited to a sum equivalent to the amount which you paid Apple for the Plan.

8.5 – These terms and conditions do not affect your statutory rights as a consumer, nor your right to cancel the Plan as per Section 9. For further information about your statutory rights contact your local Trading Standards Department or Citizens' Advice Bureau.

Section 9 - You have the right to cancel this Plan within forty-five (45) days of purchase and receive a full refund unless you have received support or services under the Plan. After the 45-day cancellation period, you may cancel the Plan at any time within the Plan's term and obtain a pro rata refund of the Plan's original purchase price, based on the remaining period of full unexpired months of cover provided by the Plan. If you have received service and support, the Plan will continue in accordance with these Terms and Conditions.

Section 11 (ix) is replaced with the following:

**If you are a consumer:** These terms and conditions together with any previous written or oral representations given or made by Apple or any representative of Apple constitute your and Apple's entire understanding with respect to the Plan. Such terms shall prevail over any conflicting, additional, or other terms of any purchase order or other document submitted by you.

**If you are not a consumer:** 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. Any other warranties, conditions and / or terms which might otherwise be implied into these terms and conditions are hereby excluded to the fullest extent permitted by law.

## IRELAND

Section 8 - Section 8 is replaced by the following:

8.1- If you are a consumer, nothing in these Terms and Conditions shall limit or exclude our liability for breach of any term implied by statute.

8.2 - If you are not a consumer:

- these Terms and Conditions set out the full extent of our obligations and liabilities in respect of the Plan;

- there are no warranties, conditions or other terms that are binding on us except as expressly stated in these Terms and Conditions; and



- any warranty, conditions or other term concerning the Plan which might otherwise be implied into or incorporated in these Terms and Conditions by statute, common law or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded. In particular, Apple will not be responsible for ensuring that the Plan is suitable for your purposes.

8.3 - Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence or for fraud.

8.4 - Subject to clause 8.3, we will not be liable under these Terms and Conditions for any loss of income, loss of profits, loss of contracts, loss of data or for any other indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

8.5- Subject to clause 8.3, our maximum aggregate liability under these Terms and Conditions, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the amount payable by you to us in respect of the Plan.

Section 9 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

#### AUSTRIA

Section 8 - Section 8 is replaced by the following:

An obligation for damages of Apple as well as of any of its employees or agents on the basis of a contract or on any other basis whatsoever only exists to the extent that such damage has been caused due to negligence or wilfull intent. Apple will under no circumstances be liable for any loss of profit, loss of expected but not realised opportunities, indirect damages or consequential damages, damages to data or damages arising from third parties' claims. The foregoing shall not apply to death or personal injury claims.

Section 9 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

#### BELGIUM

The cancellation fee referred to in section 9 (applicable in case you cancel more than 30 days after your receipt of the Plan) amounts to €25.00 or 10 per cent of the pro-rata amount, whichever is less.

#### DENMARK:

Section 8:

Section 8 (Limitation of liability) is supplemented by the following provision:

The limitation of liability set forth in section 8 shall not apply to losses and/or damages that have been caused by wilful or grossly negligent acts. This complies whether or not such liability is based on contract or any other theory.

Mandatory liability under the Product Liability Act is not affected by the limitation of liability mentioned in section 8.

Section 9:

Section 9 is supplemented by the following provision:

- a) If you are a consumer and you have entered this Plan through the Apple Online Store web site or through another distance contract (e.g. over the phone), you may cancel the Plan within 14 days following your purchase of the Plan, or the receipt of these Terms and Conditions, whichever occurs later, and you will receive a full refund of the purchase price in accordance with the Consumers Contract Act.
- b) If you cancel your purchase more than 30 days after your receipt of this Plan, but no later than 6 months after the purchase, you will receive a pro-rata refund of the purchase price, less a cancellation fee of DKK 180 or 10 per cent of the pro-rata refund, whichever amount is less.
- c) If you cancel your purchase after the above-mentioned 6 months period you will receive a pro-rata refund of the purchase price but will not be charged any cancellation fee in accordance with the Danish Act on Certain Consumer Contracts.

Provided that in all cases (a) - (c) the value of any services provided prior to cancellation shall be deducted from any refund due.

## FINLAND

Section 8 - If you are a consumer, nothing in this Plan shall limit or exclude Apple's liability for any breach of legislation. Nothing in this Plan shall limit the statutory rights of consumers.

If you are not a consumer:

- this Plan sets out the full extent of Apple's obligations and liabilities in respect of the supply of products (and performance of telephone support and warranty services) and performance of any services;

- there are no warranties, conditions or other terms that are binding on Apple except as expressly stated in this Plan; and

- any warranty, condition or other term concerning products or services which might otherwise be implied into or incorporated in this Plan by statute, common law, laws applicable in the country where you purchased the Plan or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded to the maximum extent permitted by law. In particular, Apple will not be responsible for ensuring that the Plan is suitable for your purposes.

Nothing in this Plan shall limit or exclude Apple's liability for death or personal injury caused by our negligence or for fraud.

Subject to above Apple will not be liable under this Plan for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

Subject to above Apple's maximum aggregate liability under this Plan whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the product(s) and/or services in question.

Section 9: If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

If you are a consumer and you have entered this Plan as a distance contract (through the Apple Store web site or phone calls), you may cancel this Plan within fourteen days following your purchase of the Plan, or receipt of a confirmation of purchase stating, inter alia, your cancellation rights, whichever occurs later and you will receive full refund.

## FRANCE

SECTION 8 - SECTION 8 IS REPLACED BY THE FOLLOWING:

8.1- IF YOU ARE A CONSUMER, NOTHING IN THE PLAN SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR BREACH OF ANY TERM IMPLIED BY MANDATORY CONSUMER LAWS AND, MORE GENERALLY, ANY RIGHTS YOU MAY HAVE UNDER MANDATORY CONSUMER LAWS.

8.2 - IF YOU ARE NOT A CONSUMER:

- THESE TERMS AND CONDITIONS SET OUT THE FULL EXTENT OF OUR OBLIGATIONS AND LIABILITIES IN RESPECT OF THE PLAN;

- THERE ARE NO WARRANTIES, CONDITIONS OR OTHER TERMS THAT ARE BINDING ON US EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS; AND

- ANY OTHER WARRANTY AND/OR OBLIGATION CONCERNING THE PLAN WHICH WE MIGHT BORN PURSUANT TO LAW (INCLUDING ANY IMPLIED TERM AS TO CARE AND SKILL) IS HEREBY EXPRESSLY EXCLUDED. IN PARTICULAR, APPLE WILL NOT BE RESPONSIBLE FOR ENSURING THAT THE PLAN IS SUITABLE FOR YOUR PURPOSES.

8.3 - NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR DEATH OR PERSONAL INJURY FOR WHICH WE WOULD BE FOUND RESPONSIBLE, FOR FRAUD (DOL) OR FOR WILFUL MISCONDUCT (FAUTE LOURDE).

8.4 - SUBJECT TO CLAUSES 8.1 AND 8.3, WE WILL NOT BE LIABLE UNDER THESE TERMS AND CONDITIONS FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF OPPORTUNITIES, LOSS OF DATA OR FOR ANY OTHER INDIRECT LOSS.

8.5- SUBJECT TO CLAUSES 8.1 AND 8.3, OUR MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT YOU PAID IN RESPECT OF THE PLAN.

Section 9 – Section 9 is completed and amended as follows:

If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

If you are a consumer and have purchased the Plan by way of a "distance selling" technique, as per French consumer laws, you have the right, in accordance with Articles L.121-20 and L.121-20-1 of the French Consumer code, to cancel the Plan without charge during a period of 7 days following your purchase of the Plan (or such longer period as is expressly provided, in specific circumstances, by the said Articles of the French Consumer code). All amounts you have paid for the Plan will be reimbursed to you. However, should supply of the services under the Plan have begun with your consent prior to expiry of the said 7-day period, the aforementioned cancellation right shall not be applicable. After the said 7-day cancellation period in the event it is applicable or at any time should supply of the services have begun with your consent prior to expiry of the said period, as per the above, your cancellation rights shall be as set out in Section 9 (Cancellation), as the same is completed by this Section 12 (Country Variations).

Section 11 – Section 11 is completed and amended as follows:

Duration of this Plan is indicated in the Plan Confirmation.

If you are a consumer and have purchased the Plan by way of a "distance selling" technique, as per French consumer laws, paragraph (ii) of Section 11 (General Terms) is replaced with the following:

Apple is not responsible for any failures or delays in performing under the Plan that are due to (i) you, (ii) an unforeseeable and insuperable action or omission of a third party or (iii) a force majeure event.

Moreover, in accordance with French law, apart from this Plan, and if applicable, Apple provides consumers a guarantee for defects of conformity (Articles L.211-1 et seq. of the French Consumer code) and for hidden defects under the conditions stated in Articles 1641 to 1649 of the French Civil code.

In accordance with Article L.211-15 of the French Consumer code, the following Articles apply to consumers and are here below reproduced in their entirety (as translated by Apple):

Article L.211-4 of the French Consumer code: "The seller must deliver a good which conforms to the contract and will be liable for defects of conformity existing at the time of delivery. The seller will also be liable for defects of conformity resulting from the packing, the instructions for assembly or the installation when the seller was in charge of installation pursuant to the contract or when the said installation is carried out under the seller's responsibility".

Article L.211-5 of the French Consumer code: "To be conform to the contract, the good must:

1° Be fit for the purpose for which a good of the same type is normally used and, if applicable:

- comply with the description given by the seller and possess the qualities which the seller has held out to the buyer as a sample or model;
- have the qualities which the buyer can legitimately expect, taking into account the public statements made by the seller, the producer or its representative, including in advertising or on labelling;

2° Or have the features defined by mutual agreement of the parties or be fit for any special use sought by the buyer, made known to the seller and which the seller has accepted."

Article L.211-12 of the French Consumer code: "Legal action based on defect of conformity lapses two years after delivery of the good."

Article 1641 of the French Civil code: "The Seller is bound by a warranty on account of the hidden defects of the good sold that render it unfit for the use for which it was intended, or that so reduce the said use, that the buyer would not have acquired the good, or would have offered a lower price for it, had they been known to him."

Article 1648 par. 1 of the French Civil code: "Legal action based on redhibitory defects must be introduced by the buyer within a period of two years following the discovery of the defect."

For these terms and conditions, including the aforementioned extracts of the French Consumer and Civil codes, in French, please go to <http://www.apple.com/legal/warranty/>.

## GERMANY

SECTION 6.2 - SECTION 6.2 IS REPLACED BY THE FOLLOWING:

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. Such changes will not have a negative impact on your rights or mitigate your rights under the Plan. Service will be limited to the options available in the country where service is requested. The options for Germany are detailed at [www.apple.com/de/support](http://www.apple.com/de/support). 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 is outside the country of purchase and 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.

Section 8 - Section 8 is replaced by the following:

The benefits conferred by the Plan are in addition to any statutory rights or claims in the event of defects in workmanship or title of the Covered Equipment and do not restrict such rights. Your rights in the event of any defects in workmanship or title of deliverables under the Plan are governed by statutory law and limited as follows: If you do not act as a "Consumer" within the meaning of section 13 German Civil Code (i.e. a customer purchasing the Plan for a purpose outside the scope of its trade, business or independent profession), but as an entrepreneur within the meaning of section 14 German Civil Code, the limitation period shall be one year from receipt of the products or services.

Any liability in damages based on any legal theory shall be subject to the following limitation:

(i) Apple's liability for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows:

- (a) Apple shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations;
- (b) Apple shall not be liable due to a slightly negligent breach of any other duty of care applicable.

(ii) The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (Produkthaftungsgesetz), and liability for culpably caused

injuries of life, body or health. In addition, such limitations of liability shall not apply if and to the extent Apple has assumed a specific guarantee.

(iii) Subsections (i) and (ii) shall apply accordingly to Apple's liability for futile expenses.

(iv) The aforesaid limitations of liability shall also apply to the liability of Apple's employees and agents.

(v) The foregoing shall not AFFECT any shift in a burden of proof to your disadvantage.

Section 9 - Section 9 is replaced by the following:

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 Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland (fax number: +353-(0)21-428-3917). A copy of the Plan's original proof of purchase must accompany your notice. If you cancel within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund less the value of any service provided under the Plan. If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, based on the percentage of unexpired Coverage Period from the Plan's date of purchase, less (a) a cancellation fee of €25.00 or ten per cent (10%) of the pro-rata amount, whichever is less, and (b) the value of any service provided to you under the plan. Apple may cancel this Plan for fraud or material misrepresentation.

Section 11.v to 11.viii. - Section 11.v to 11.viii shall not apply to any personal data collected or processed by Apple through an establishment of Apple in Germany. Where legally required, Apple will separately ask you for your consent with regard to such data.

## GREECE

Section 8 – section 8 is replaced by the following:

THE PROTECTION PROVIDED UNDER THE PRESENT AGREEMENT IS IN ADDITION TO ALL THE RIGHTS AND PROTECTION PROVIDED UNDER THE CIVIL CODE AS TO SELLER'S LIABILITY AGAINST ACTUAL DEFECTS OR DEFICIENCIES OF THE AGREED PROPERTIES, AND TO THE PROTECTION PROVIDED FOR CONSUMERS IN ACCORDANCE WITH LAW 2251/1994 re: CONSUMER PROTECTION.

APPLE WILL BE LIABLE TO COMPENSATE YOU AGAINST ANY DIRECT OR INDIRECT DAMAGE RESULTING FROM INADEQUATE PERFORMANCE OF ITS CONTRACTUAL OBLIGATIONS DUE TO FRAUD OR NEGLIGENCE.

APPLE WILL ALSO BE LIABLE TO COMPENSATE YOU FOR EACH DAMAGE, INJURY, AND/OR DEATH CAUSED BY ILLEGAL AND CULPABLE CONDUCT ON ITS PART.

IN PARTICULAR, APPLE STATES THAT IT DOES NOT GUARANTEE IT WILL BE ABLE: (i) TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK OF DAMAGING OR LOSING PROGRAMS OR DATA; AND (ii) TO MAINTAIN THE DATA'S CONFIDENTIALITY.

Section 9 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

Section 11 – The following should be added to Section 11:

xiv. All Plans may not be available in your country.

Section 11 is amended as follows:

v. Upon performing its obligations, Apple may, for the purpose of checking the quality of Apple's response only, record part or all of the telephone calls made between you and Apple, after notifying you thereof and obtaining your consent.

vi. You agree, understand, and expressly consent to the collection, processing, and use of your non-sensitive personal data by Apple, solely for the purpose of performing the services and providing the services provided under the Plan and to confirm compliance with applicable laws. In addition, you expressly consent to a potential transfer of your data for the above mentioned purposes to affiliated companies or service providers in countries where the data protection legislation may be less comprehensive than in the country where you are domiciled, including, but not limited to, Australia, Canada, European Union member states, India, Japan, the People's Republic of China, and the U.S.A in accordance with the provisions of the Data Protection Law 2472/1997, as in force.

vii. Apple will protect your data in accordance with Apple's Customer Personal Data Protection Policy (see [www.apple.com/legal/warranty/privacy](http://www.apple.com/legal/warranty/privacy)). If you wish to access the information concerning you that is maintained by Apple, or to make changes thereto, go to [www.apple.com/contact/myinfo](http://www.apple.com/contact/myinfo) to update your personal preferences, or contact Apple's European data control team at [privacyeurope@apple.com](mailto:privacyeurope@apple.com).

#### ITALY

AppleCare Protection Plan benefits are in addition to rights provided by consumer protection laws in your jurisdiction.

Under articles 128-135 of the Legislative Decree n. 206 6 September 2005 (Consumer Code), Italian consumers have up to 26 months to claim against the seller that a product was defective when delivered. Defects apparent in the first 6 months, are presumed to have existed at delivery. A consumer making a claim under the Consumer Code may contact an Apple Authorized Service Provider to assess if a defect existed at delivery.

Section 8 -

a. If you are a consumer, nothing in these Terms and Conditions shall limit or exclude Apple's liability in case of violation of the legislation applicable to the Plan.

b. If you are not a consumer:

(i) these terms and conditions set out the full extent of our obligations and liabilities in respect of the services under this Plan;

(ii) there are no warranties, conditions or other terms that are binding on Apple except as expressly stated in the Plan;

(iii) any warranty, condition or other term concerning the products or services which might otherwise be implied into or incorporated in the Plan by statute, common law, laws applicable in the country where you purchased the Plan or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded to the maximum extent permitted by law. In particular, we will not be responsible for ensuring that the Plan is suitable for your purposes.

c. Nothing in the Plan shall limit or exclude Apple's liability (i) for death or personal injury caused by our negligence or (ii) for fraud or (iii) any breach of the obligations implied by applicable compulsory national laws as to title or (iv) any liability which cannot be excluded or limited by law, in particular under Articles 33 and followings of the Code of Consumer.

d. Subject to clause 8.c in this section, Apple will not be liable under the Plan for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

e. Subject to clause 8.c in this section, Apple's maximum aggregate liability under the Plan whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to Apple in respect of the Plan.

Section 9 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

If you are a consumer, in the event Apple cancels this Plan, you will receive from Apple a cancellation fee equal to double the cancellation fee that you would have paid if you had cancelled the Plan at the time Apple cancels.

If you are a consumer and you have entered this Plan through the Apple Store web site or through the phone, you may cancel this Plan within fourteen days following your purchase of the plan. You will receive full refund. Articles 50 - 61 of the Italian Legislative Decree No. 206 of 6 September 2005 (Consumer Protection Code) will apply to this Plan if (i) this Plan is entered through the Apple Store web site, or (ii) this Plan is executed as a "distance contract".

LUXEMBOURG



Section 9 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

#### THE NETHERLANDS

Section 8 (Limitation of liability) is replaced by the following:

For consumers

The benefits conferred by this Plan are in addition to all rights and remedies provided to you by the applicable mandatory (consumer) laws, including your right to seek for damages in the event of total or partial non-conformity or inadequate performance by Apple of any of its contractual obligations.

For non-consumers

This Plan sets out the full extent of Apple's obligations and liabilities in respect of the performance of any services under this Plan. There are no warranties, conditions or other terms that are binding on Apple except as expressly stated in this Plan. Any warranty, condition or other term concerning products or services which might otherwise be implied into or incorporated in this Plan by the applicable law (including, but not limited to, any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded to the maximum extent permitted by law. In particular, Apple shall not be responsible for ensuring that the Plan is suitable for your purposes.

To the maximum extent permitted by applicable mandatory 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 outside the scope of the Dutch Personal Data Protection Act (Wet Bescherming Persoonsgegevens), any loss of business, profits, revenue or anticipated savings, resulting from Apple's obligations under this Plan.

For all purchasers of the Plan

To the maximum extent permitted by applicable mandatory law, Apple's and its employees' and agent's maximum liability to you and any subsequent owner arising under the Plan is limited, at Apple's sole option, to the original price paid for the Plan, or replacing or repairing the Covered Equipment.

Apple specifically does not warrant that it will be able to repair or replace Covered Equipment without risk to or loss of programs or data.

Nothing in this agreement shall exclude or limit Apple's liability for (i) death or personal injury caused by its negligence, (ii) fraud; or (iii) intentional misconduct or gross negligence of Apple's senior management.

Section 9 (Cancellation) is completed by the following:

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 € 25 or ten percent (10%) of the pro-rata amount, whichever is less.

If you are a consumer and you have purchased this Plan through a distance contract (e.g. through the Apple website or by phone), you may cancel the Plan within fourteen (14) days after the purchase of this Plan, unless Apple already commenced the services provided under the Plan within this fourteen (14) day period.

#### NORWAY:

CANCELLATION (Section 9) - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, based on the percentage of unexpired Coverage Period from the Plan's date of purchase, less a cancellation fee of NOK 200.00 or 10 per cent of the pro-rata amount, whichever is less.

If you are a consumer and you have entered this Plan through the Apple Store web site or through another distance contract (e.g. through the phone), you may according to the Act on the right to repent a sale after a cooling-off period of December 21st 2000, no.105 ("the Cancellation Act") cancel this Plan within fourteen days after Apple has met the disclosure requirements pursuant to the Cancellation Act and your receipt of the repent form, and you will receive a full refund. If you purchased this Plan through a distance contract other than phone and you make use of the services available under this Plan before the expiry of the cooling-off period you will receive a full refund less the value of any service provided under the Plan.

Your rights under the Cancellation Act are in addition to the rights granted to you under section 9.

POLAND:

1. For the purposes of relations with business entities Section 8 of the Plan should be worded as follows:

APPLE AT ITS SOLE OPTION MAY DECIDE TO REPLACE OR REPAIR THE COVERED EQUIPMENT OR SUPPLY THE SERVICE.

APPLE OR ITS EMPLOYEES OR AGENTS SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY DAMAGE TO PROPERTY WHETHER IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS OR IN TORT UNLESS SUCH DAMAGE IS CAUSED BY WILFUL MISCONDUCT ON THE PART OF APPLE, ITS EMPLOYEES OR AGENTS.

APPLE'S, ITS EMPLOYEES' AND AGENTS' LIABILITY FOR DEATH OR PERSONAL INJURY, OR IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS IS NOT LIMITED WHERE SUCH DEATH OR INJURY OR NON-PERFORMANCE OR INADEQUATE PERFORMANCE IS CAUSED BY APPLE'S, ITS EMPLOYEES' OR AGENTS' WILFUL MISCONDUCT.

2. For the purposes of relations with consumers Section 8 of the Plan should be worded as follows:

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. APPLE AT ITS SOLE OPTION MAY DECIDE TO REPLACE OR REPAIR THE COVERED EQUIPMENT OR SUPPLY THE SERVICE. NOTHING IN THIS PLAN SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY THE APPLICABLE MANDATORY LAWS.

THE LIABILITY OF APPLE, ITS EMPLOYEES AND AGENTS WHETHER IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS OR LIABILITY IN TORT FOR DAMAGE TO PROPERTY OR FOR DEATH OR PERSONAL INJURY IS NOT LIMITED OR EXCLUDED UNDER THIS PLAN INCLUDING CONSUMER RIGHT TO SEEK FOR DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

3. Section 9 of the Plan should be worded as follows:

If you are a consumer and have entered into this Plan via Apple Online Store or contact centre, you may withdraw from this Plan within 10 days from its purchase, unless you have expressly agreed that the coverage under this Plan is to begin before the lapse of the initial 10 days' period - In such case the right of withdrawal is cancelled. The exercising of your right to withdraw from the Plan is not conditional upon any payments.

Regardless of whether you are a consumer or not, you may terminate this Plan at any time upon thirty (30) days' prior written notice.

In the case of termination you will receive a pro-rata refund of the original purchase price, based on the percentage of the unexpired Coverage Period from the Plan's date of purchase, less (a) a cancellation fee of €25.00 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.

If you decide to withdraw or terminate, you may either call Apple at the telephone number below, or send or fax a written notice with your Plan Agreement Number to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland (fax number : +353-(0)21-428-3917). A copy of the original proof of purchase must accompany your notice.

Unless applicable local law provides otherwise, Apple may terminate this Plan for fraud or material misrepresentation or if service parts for the Covered Equipment become unavailable, upon thirty (30) days' prior written notice. If Apple terminates this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

## PORTUGAL

Nothing in these terms and conditions shall limit the manufacturer's obligations and responsibilities under the general product safety legislation as laid down in Decree-law 383/86, of November 6 (Lei da Responsabilidade Objectiva do Produtor), as amended from time to time.

The services provision hereby agreed upon is additional to the mandatory warranty period of your products, as per applicable legislation on the warranty of consumer goods as laid down in Decree-law no. 67/2003, of April 8 (Lei das Garantias dos Bens), as amended from time to time.

In accordance with Decree-Law no. 446/85, of October 25 (Lei das Cláusulas Contratuais Gerais), as amended from time to time, nothing in these terms and conditions shall, in any manner whatsoever, be interpreted as:

- (a) Limiting or in any manner altering obligations assumed directly by Apple or its representative in the contracting;
- (b) Excluding or limiting, directly or indirectly, the liability for damages caused to the life, moral or physical integrity or health of persons;
- (c) Excluding or limiting, directly or indirectly, the liability for non contractual patrimonial damages caused to you or any third parties;
- (d) Excluding or limiting, directly or indirectly, the liability for definitive non compliance, delay in compliance or defective compliance in case of fraud (dolo) or serious misconduct (culpa grave); and/or

- (e) Excluding or limiting, directly or indirectly, the liability for acts of representatives or auxiliary persons in case of fraud (dolo) or serious misconduct (culpa grave).

Nothing in this Plan shall exclude or limit Apple's liability if such limitation or exclusion would be deemed invalid as a matter of Portuguese public policy under Article 800/2 of the Portuguese Civil Code .

## Section 8

If you are a consumer, nothing in these terms and conditions shall limit or exclude in any manner whatsoever your rights as per Law no. 24/96, of July 31 (Lei de Defesa do Consumidor), as amended from time to time.

In any event, Apple shall only be liable for definitive non compliance, delay in compliance or defective compliance in cases of fraud or serious misconduct imputable to Apple or to its representatives or auxiliary persons. If not, Apple shall not in any event be liable for damages caused by third parties or by you; and any liability imputable to Apple or to its representatives or auxiliary persons which is not caused by their fraud or serious misconduct is hereby expressly excluded.

However nothing in this Plan shall exclude or limit, directly or indirectly, the liability imputable to Apple for damages caused to the life, moral or physical integrity or health of persons or for non contractual patrimonial damages.

## Section 9–

If you are a consumer and you have entered this Plan through the Apple Store web site or through the telephone, you may cancel this Plan within fourteen days following your purchase of the Plan. You will receive full refund.

If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

## Section 11

The consumer or any physical entity that has given his/her personal data to be processed by Apple within the scope of this contract can access said personal data through [privacyeurope@apple.com](mailto:privacyeurope@apple.com), where he/she can demand said personal data to be corrected, updated or eliminated, as per Apple Customer Privacy Policy, available at [www.apple.com/legal/privacy](http://www.apple.com/legal/privacy).

## RUSSIA

Apple does not sell or support the AirPort Extreme Card, AirPort Express or AirPort Extreme Base Station, Time Capsule in Russia. Furthermore, service options are limited in Russia. You should review the following support website for information on support options available to you: [www.apple.com/ru/support](http://www.apple.com/ru/support).

Section 6.1(ii) is replaced by the following:

(ii) Onsite service is available for many desktop computers if the location of the Covered Equipment is within an 80-kilometer radius of an Apple Authorized Onsite Service Provider located in a country listed in Section 11.iv. 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, the Covered Equipment will be transported 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.

Section 8: Additional conditions to Section 8:

8.1 – If you are a consumer, nothing in this Plan shall limit or exclude Apple’s liability for any breach of legislation.

8.2 – If you are a consumer, nothing in this Plan shall limit or exclude Apple’s compensation in case of deliberate violation of obligations.

Section 9 – the following should be added to Section 9:

If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan’s original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

Section 11: the following should be added to Section 11:

d. All Plans may not be available in your country

Additional condition to Section 11 (viii):

Customers in the Russian Federation may also address the above-mentioned representative of the Company on the issue of data protection rights.

SPAIN

## Section 8 –

8.1- If you are a Consumer as defined in the Spanish Consumer Act, nothing in these Terms and Conditions shall limit, exclude or affect the legal rights that you have as a consumer in case of lack of conformity of the products.

8.2 - If you are not a Consumer:

- these terms and conditions set out the full extent of our obligations and liabilities in respect of the Plan;

– there are no warranties, conditions or other terms that are binding on us except as expressly stated in these Terms and Conditions; and

- any warranty, condition or other term concerning the Plan which might otherwise be implied into or incorporated in these Terms and Conditions by statute or regulation, customary law or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly

excluded. In particular, Apple will not be responsible for ensuring that the Plan is suitable for your purposes.

8.3 - Nothing in these terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence or for fraud.

8.4 - Subject to clause 8.3, and to the maximum extend permitted by applicable law, we will not be liable under these Plan for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort, breach of contract or otherwise.

8.5- Subject to clause 8.3, and to the maximum extend permitted by applicable law, our maximum aggregate liability under the Contract whether in contract, tort or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Plan.

Section 9 - If you are a consumer and you have entered this Plan through the Apple Store web site or through the telephone, you may cancel this Plan within fourteen days following your purchase of the Plan. You will receive full refund.

If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of €25.00 or 10 per cent of the pro-rata amount, whichever is less.

## Sweden

Section 8 - Section 8 is replaced by the following:

8.1 If you are a consumer and have purchased the Plan the following applies: In the event any section or portion of a section of these Terms and Conditions is in conflict with applicable mandatory laws, that section or portion of the section will not be applicable. For other customers than consumers the following applies:

8.1.1 these Terms and conditions govern Apple's obligations and its liability with regard to the Plan;

8.1.2 there are no guarantees or conditions binding Apple in addition to what is explicitly stated in the Plan; and that

8.1.3 any guarantees or conditions regarding the Plan and any service in connection with the Plan and that otherwise could be interpreted in or incorporated in the Plan by laws or by any other way (including but not limited to implicit conditions as far as regards quality or purpose) is hereby explicitly excepted.

8.2 The Terms and Conditions in the Plan do not limit or exclude Apple's liability for death or personal injury or other damages caused by Apple's gross negligence, or willful misconduct.

8.3 With reservation for section 8.1 and 8.2 Apple will not be liable to you for loss of income, loss of contract, loss of data or any indirect or consequential damages or other damages, irrespective of how the damage has occurred and even if the damage has occurred by a compensable infringement (including negligence), breach of contract or any other way.

8.4 With reservation for sections 8.1, 8.2 and 8.3 Apple's maximum and total liability in accordance with the Plan, irrespective of if it is based on a contract, compensable infringement (including negligence) or other reason will under no circumstances exceed the amount that you shall pay Apple for the Plan concerned.

Section 9 - Section 9 is completed as follows:

If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of SEK222.00 or 10 per cent of the pro-rata amount, whichever is less.

If you are a consumer and you have entered this Plan through the Apple Store web site, or through other distance contract, you may cancel this Plan within fourteen days following your purchase of the plan. You will receive full refund.

Section 11 – Section 11(ii) is replaced by the following:

11 (ii) Unless you are a consumer Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.

## SWITZERLAND

Section 8 - Section 8 is replaced by the following:

8.1 - If you are a Consumer, nothing in the Plan shall limit or exclude our liability for breach of any term implied by mandatory statutory law.

8.2 - If you are not a Consumer:

- these terms and conditions set out the full extent of our obligations in respect of the Plan;

- any obligations and warranties concerning the Plan that may be binding on us by statute (including any implied warranty concerning care and skill) are hereby expressly excluded to the maximum extent permitted by applicable law. In particular, Apple will not be responsible for ensuring that the Plan is suitable for your purposes.

8.3 - Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by negligence or for fraud.

8.4 - To the maximum extent permitted by applicable law, we will not be liable under these Terms and Conditions for any loss of income, loss of profits, loss of opportunities or loss of data.

8.5 - Subject to clause 8.3, our maximum aggregate liability under these Terms and Conditions whether in contract, tort or otherwise shall in no circumstances exceed the amount you paid in respect of the Plan.

Section 9 –

9.1 - The following provisions are added to Section 9: If you are a consumer and you have entered this Plan through the Apple Store web site or through the phone, you may cancel this Plan within fourteen



days following your purchase of the plan. You will receive full refund. However, if you have started to use the Plan, you will receive a full refund less the value of any service provided under the Plan.

9.2 - If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less a cancellation fee of SFr39.00 or 10 per cent of the pro-rata amount, whichever is less.

081811 APP Mac EMEA English v54