

# AppleCare Protection Plan for iPod

## Terms and Conditions

Your AppleCare Protection Plan for iPod ("Plan") is governed by these Terms and Conditions and constitutes your service contract with Apple Computer, Inc. or its related subsidiaries and affiliates ("Apple").

### 1. Coverage

- a. *Coverage.* For the period ("Coverage Period") stated in your Plan's Certificate or Proof of Coverage document ("Plan Confirmation"), Apple, at its option, will provide you with repair or replacement service, as described below, in the event that (i) there is a defect in materials and workmanship in the iPod hardware product listed in the Plan Confirmation and the hardware accessories contained in the iPod's original packaging, (collectively the "Covered Equipment") or (ii) after being fully charged and the iPod hardware product playing music with all settings reset ("Standard Operation"), the capacity of the iPod battery ("Battery") to hold an electrical charge has depleted fifty (50%) percent or more from its original specification. During the Coverage Period, Apple will also provide you with technical support, as described below, for the Covered Equipment. Any carrying case is excluded from your Plan.
- b. *Plan Confirmation.* To obtain the Plan Confirmation you must enroll in the Plan by following the instructions that Apple provides. To enroll you must provide the unique agreement or enrollment number, which is included in the Plan's packaging ("Plan Agreement Number"). The Plan Agreement Number confirms coverage under the Plan. If you purchased the Plan with the Covered Equipment at an Apple-owned retail store, your sales receipt may contain the Plan Agreement Number.
- c. *Date Coverage Begins.* Your coverage for defects begins on the date your Covered Equipment's Apple hardware warranty expires. Your coverage for Battery depletion begins on the original purchase date of your Plan. Your technical support eligibility begins on the date the complimentary telephone support on your new Covered Equipment expires.

### 2. Repair or Replacement Service Provided

- a. *Repair or Replacement Service.* If during the Coverage Period there is a defect in materials or workmanship of the Covered Equipment, or, after being fully charged and the iPod hardware product operating under Standard Operations, the capacity of the Battery to hold an electrical charge has depleted fifty (50%) percent or more from its original specification, Apple will, at its option, repair or replace the affected Covered Equipment.
- b. *Exclusions.* This Plan does not cover any defects or damage to any software or data residing or recorded in the Covered Equipment. When providing repair or replacement service, Apple will use reasonable efforts to reinstall the Covered Equipment's original software configuration and subsequent update releases, but shall not provide any recovery or transfer of software or data contained on the replaced unit not originally included in the Covered Equipment.
- c. *Service Options.* If Apple determines that the Covered Equipment may require repair or replacement service, Apple may facilitate service through one or more of the following options:
  - (i) Carry-in service is available for most Covered Equipment products. Return the Covered Equipment requiring service to an Apple-owned retail store or an Apple Authorized Service Provider location offering carry-in service, if available. Service will be performed at the location, or facilitated through the store or service provider to an Apple repair service location. Once you are notified that service is complete, you agree to retrieve the product as soon as possible.
  - (ii) Direct mail-in service is available for most Covered Equipment products. Apple will provide instructions to you to send by mail the Covered Equipment to Apple's repair service location. Alternatively, Apple may determine that service is necessary and the product or part at issue being user-installable, send a replacement product or part to your location. In the event Apple does send a replacement product or part directly to your location, Apple reserves the right to require that the replaced product or part be returned to Apple. Should you fail to return the replaced product or part, as requested, you agree that you will be responsible for paying Apple the retail price of the replacement product or part. For shipment of your Covered Equipment, Apple will send to your location prepaid air bills (and if you no longer have the original packaging, Apple may send you packaging material) and you agree to ship the Covered Equipment back to Apple according to our instructions. If you follow our instructions, Apple will pay for shipping to and from your location.

Apple reserves the right to change at any time the method by which Apple may provide replacement products to you, and may modify the method of providing repair or replacement service for the Covered Equipment.

- d. *Replacement Parts and Products.* In the event we repair or replace your Covered Equipment, you understand and agree that the replacement product and parts that Apple provides may be manufactured from new, refurbished, or serviceable used parts. The replacement product and parts will be functionally equivalent to the replaced product or parts and will assume the remaining coverage under the Plan. The product or parts that are replaced become Apple's property.
- e. *Limitations.* The Plan does not cover:
  - (i) Covered Equipment with a serial number that has been altered, defaced or removed;
  - (ii) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety.
  - (iii) Cosmetic damage to the Covered Equipment. If the defect is cosmetic, including but not limited to scratches, dents and broken plastic on ports, and does not otherwise affect its functionality or materially impair your use;
  - (iv) Damage to the Covered Equipment caused by a device that is not the Covered Equipment;
  - (v) Damage to the Covered Equipment caused by accident, abuse, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than Apple or an Apple Authorized Service Provider), unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes;
  - (vi) Service or modifications required by any governmental body or agency arising after the date of this Plan;
  - (vii) Recovery or transfer of any data or software stored on the Covered Equipment; or
  - (viii) Preventative maintenance on the Covered Equipment.

### 3. Obtaining Repair or Replacement Service

To obtain service under this Plan, access the website or call the toll-free phone number listed on the AppleCare Quick Reference Guide. This Guide is included with your AppleCare Protection Plan materials. If accessing the website follow the instructions provided by Apple. If calling the toll-free number, you will connect with an Apple technical support representative, who will ask for your Plan Agreement Number, advise you and determine whether your Covered Equipment may require service and how Apple will provide it. Keep your Plan's Confirmation document and your original sales receipts for your Covered Equipment and your AppleCare Protection Plan. Proof of purchase may be required if there is any question as to your product's eligibility for AppleCare Protection Plan coverage.

#### 4. Technical Support Provided

- a. *Telephone and Web Support.* Apple will provide you with telephone technical support and web-based support resources for the Covered Equipment and software applications that are bundled with the Covered Equipment ("Software"). Technical support includes assistance with installation, launch, configuration and troubleshooting. Apple will also determine when hardware repairs or replacement of Covered Equipment may be required. Apple reserves the right to restrict telephone technical support to Software licensed within twenty-four (24) months of the original retail purchase of the Covered Equipment.
- b. *Limitations.* The Plan does not cover or provide technical support for:
  - (i) A computer's operating system;
  - (ii) An issue that would be resolved by upgrading the Software to a currently released version;
  - (iii) Use of the Covered Equipment or Software in a manner not intended by Apple or a Software licensor;
  - (iv) Products that are not Covered Equipment or Software and any damage they cause on Covered Equipment or Software; or
  - (v) Software used on Covered Equipment that is designated as "beta," "prerelease," or "preview" or similarly labeled software;

#### 5. Obtaining Technical Support Under This Plan

You may obtain telephone technical support by calling the toll-free phone number listed on the AppleCare Quick Reference Guide. The Apple technical support representative will assist you by providing technical support. Apple's hours of service is described in the AppleCare Quick Reference Guide. Hours of service for the technical support may be periodically modified. Apple reserves the right to change its hours of service at any time. Web-based support resources are offered to you at the Apple Internet website listed on the AppleCare Quick Reference Guide.

#### 6. Your Responsibilities

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

- a. Provide your Plan's Agreement Number and serial number of the Covered Equipment;
- b. Answer a series of questions about the symptoms and causes of the problems with the Covered Equipment;
- c. Follow instructions Apple gives you, including but not limited to refraining from sending Apple the products that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions; and
- d. Requirements for updating Software to currently published releases prior to seeking service.

#### 7. Limitation of Liability

APPLE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APPLE'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. APPLE SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO (i) REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, AND (ii) MAINTAIN THE CONFIDENTIALITY OF DATA.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, APPLE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE.

#### 8. Transfer of Plan

You may transfer this Plan to a new owner of the Covered Equipment. If you purchased the Plan in the U.S. or Canada, send us notice of transfer with the Plan Agreement Number to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. You must provide the Plan's Agreement Number, the serial numbers of the Covered Equipment being transferred, proof of purchase of the Plan, and the name, address, telephone number and email address of the new owner.

#### 9. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel send written notice with your Plan's Agreement Number to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. Your notice must be accompanied by a copy of your proof of purchase of the Plan. Unless state 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 Plan's original purchase price, less (i) a cancellation fee of U.S. \$25 or ten (10) percent of the pro-rata amount, whichever is less, and (ii) the value of any service provided to you under the Plan. Unless state or provincial law provides otherwise, Apple may cancel this Plan if service parts for the Covered Equipment become unavailable, upon thirty (30) days' written notice. If Apple cancels this Plan, you will receive a pro-rata refund for the Plan's unexpired term.

#### 10. General Terms

- a. Apple may subcontract or assign performance of its obligations under the Plan to third parties.
- b. Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.
- c. You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.
- d. Telephone and web based support resources under this Plan will be provided in English only.
- e. This Plan is offered and valid only in the United States, the District of Columbia, and Canada. This Plan is not available in Florida or where prohibited by law. Service under the Plan, however, is available globally.
- f. Except as expressly agreed by the parties, the terms and conditions of this Plan prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's entire understanding with respect to the Plan.
- g. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.
- h. Except where prohibited by law, the laws of the State of California govern this Plan. If the law of any jurisdiction where this Plan is purchased is inconsistent with these terms, including AZ, GA, VT, WA, and WY, the law of that state will control.
- i. There is no informal dispute settlement process available under this Plan
- j. The Plan's financial and legal obligor in the U.S. is Apple Computer, Inc., 1 Infinite Loop, Cupertino, CA 95014, U.S., unless the laws of your state require otherwise, in which case Apple acts as the agent of the obligor. The Plan's financial and legal obligor in Canada is Apple Canada Inc., 7495 Birchmount Road, Markham, Ontario, L3R 5G2, Canada. This Plan is backed by the full faith and credit of Apple.

- k. The parties hereto confirm that they have requested that these terms and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en Anglais. Support services shall be provided in English.
- l. 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 the European Union, India, Japan, Canada or the U.S., where data protection laws may be less comprehensive than your country of residence.
- m. 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, notify Apple at the telephone numbers provided or if you have questions regarding how your data may be impacted by being processed in this way.

#### 11. State Variations

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

##### California Residents

If you cancel within 30 days of your Plan receipt you will receive a full refund less the value of any service provided under the Plan.

##### Colorado Residents

*Notice:* This Plan is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

##### Hawaii, New York, South Carolina, Texas, Washington and Wyoming Residents

If you cancel this Agreement pursuant to Section 9 of this Agreement, and we fail to refund the purchase price to you within thirty (30) days for New York and Washington residents and within forty-five (45) days for Hawaii, South Carolina, Texas and Wyoming residents, we are required to pay you a penalty of 10% per month for the unpaid amount due and owing to you. The right to cancel and receive this penalty payment only applies to the original owner of the Agreement and may not be transferred or assigned. The obligations of the provider under this service contract are backed by the full faith and credit of the provider, Apple Computer, Inc.

##### Nevada Residents

*Cancellations:* No Plan that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds:

- a. Failure by the holder to pay an amount due;
- b. Conviction of the holder of a crime which results in an increase in the service required;
- c. Discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder;
- d. Discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan;
- e. A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

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

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

- a. If Apple cancels this Plan, Apple shall refund to Nevada consumers the portion of the purchase price that is unearned. Apple may deduct any outstanding balance on your account from the amount of the purchase price that is unearned when calculating the amount of the refund. If Apple cancels a contract pursuant to NRS 690C.270, it may not impose a cancellation fee.
- b. Except as otherwise provided in this section, a Nevada resident who is the original purchaser of this Plan, who submits to Apple a request in writing to cancel the Plan in accordance with the terms of the Plan, shall receive a refund of the portion of the Plan's purchase price that is unearned.
- c. If you request the cancellation of this Plan pursuant to subsection 2, Apple may impose the cancellation fee described in the Plan, but will not deduct the value of any service provided.
- d. When Apple calculates the amount of a refund pursuant to subsection 2, it may deduct from the portion of the purchase price that is unearned: (a) any outstanding balance on the account; and (b) any cancellation fee imposed pursuant to this Plan. Apple Computer, Inc. backs this Plan for Nevada residents by its full faith and credit.

##### Texas Residents

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

**www.apple.com**

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