

## AppleCare Protection Plan for iPad

### Terms and Conditions

Your AppleCare Protection Plan for iPad (herein referred to as the “Plan”) is governed by these Terms and Conditions and constitutes your contract with Apple as described in section 7.1 below. Subject to these Terms and Conditions, your Plan (i) covers defects for the Apple-branded iPad product listed in your Plan’s Certificate or Proof of Coverage document (“Plan Confirmation”), and the hardware accessories that are contained in the covered iPad’s original packaging (collectively the “Covered Equipment”), and (ii) provides you with access to telephone technical support and web-based support resources for the Covered Equipment. To obtain the Plan Confirmation you must register your Plan’s unique agreement or registration number (“Plan Agreement Number”) as described in the instructions included in the Plan’s packaging. Customers choosing the Auto-Registration option, where available, will automatically receive their Plan Confirmation. The duration of the Plan (“Coverage Period”) is for the period ending on the date specified in your Plan Confirmation. The price of the Plan is listed on the Plan’s original sales receipt. Apple may restrict service provided under this Plan to the Covered Equipment’s original country of purchase.

### 1. Repair Coverage

**a. Scope of Coverage.** Your coverage for defects begins on the date your Covered Equipment’s Apple hardware warranty expires and terminates at the end of the Coverage Period (“Repair Coverage Period”). Apple will, at its option, repair or replace the affected Covered Equipment, if (i) during the Repair Coverage Period there is a defect in the Covered Equipment’s materials or workmanship or, (ii) during the Coverage Period, the capacity of the Covered Equipment’s battery to hold an electrical charge has depleted fifty (50%) percent or more from its original specification, (after being fully charged and the Covered Equipment playing audio or video with all settings reset). Apple will provide both parts and labor, but may require you to replace certain readily installable parts yourself, as described below. Apple may provide new or refurbished products or parts that are equivalent to new in both performance and reliability. The replacement product or 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. Apple strongly advises you to record as a back up, data and software residing or recorded in the Covered Equipment, before making the Covered Equipment available for service.

**b. Limitations** The Plan does not cover:

- (i) Installation, removal or disposal of the Covered Equipment, or installation, removal, repair, or maintenance of non-Covered Equipment (including accessories, attachments, or other devices) or network or cellular service external to the Covered Equipment;
- (ii) Damage to the Covered Equipment caused by accident, abuse, neglect, misuse (including faulty installation, repair or maintenance by anyone other than Apple or an Apple Authorized Service Provider), unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, liquid contact, acts of God or other external causes;
- (iii) Covered Equipment with a serial number that has been altered, defaced or removed;
- (iv) Problems caused by a device that is not the Covered Equipment, including equipment that is not Apple-branded, whether or not purchased at the same time as the Covered Equipment;
- (v) Service necessary to comply with the regulations of any government body or agency arising after the date of this Plan;
- (vi) Problems caused by the function of a network or cellular service or viruses or other software problems introduced into the Covered Equipment;
- (vii) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety;
- (viii) Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
- (ix) Preventative maintenance on the Covered Equipment;
- (x) The provision of replacement equipment during the period when the Covered Equipment is being serviced;

(xi) Damage to, or loss of any software or data residing or recorded in the Covered Equipment. THE CONTENTS OF YOUR COVERED EQUIPMENT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF SERVICE. Your Covered Equipment or a replacement product will be returned to you as your Covered Equipment was configured when originally purchased, subject to applicable updates. Apple may install system software (“iOS”) updates as part of your service that will prevent the Covered Equipment or a replacement product from reverting to an earlier version of the iOS. Third party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment or a replacement product as a result of the iOS update. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Plan;

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

(xiii) Protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship; and

(xiv) Except as specifically provided herein, any other damages that do not arise from defects in materials and workmanship or ordinary and customary usage of the Covered Equipment.

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

(i) Carry-in service. Return the Covered Equipment requiring service to an Apple-owned retail store or an Apple Authorized Service Provider location offering carry-in service. Service will be performed at the location, or the store may send the Covered Equipment to an Apple repair service location to be repaired or replaced. Once you are notified that service is complete, you will promptly retrieve the product.

(ii) Direct mail-in service. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid way bills (and if you no longer have the original packaging, Apple may send you packaging material) and you will ship the Covered Equipment to Apple’s repair service location in accordance with its instructions. Once service is complete, the Apple repair service location will return the Covered Equipment or a replacement product to you. Apple will pay for shipping to and from your location if all instructions are followed.

(iii) Do-It-Yourself service is available for the Covered Equipment and many Covered Equipment parts or accessories, allowing you to service your own product. If Do-It-Yourself service is available in the circumstances, the following process will apply.

(A) Do-It-Yourself 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, Do-It-Yourself 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 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) Do-It-Yourself 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 and any requirements for the disposal of the replaced part.

(C) Apple is not responsible for any labor costs you incur relating to Do-It-Yourself service. Should you require further assistance, contact Apple at the telephone number listed below.

(iv) Collect and Return Service. If Apple determines that your Covered Equipment is eligible for Collect and Return Service under the circumstances, Apple may collect the Covered Equipment from your location, exchange it at your location or send the Covered Equipment to an Apple repair service location to be repaired or replaced, and return it to the location the Covered Equipment was picked up from. Collect and Return Service may be called Pickup and Delivery Service in certain countries.

(v) Advance Replacement Service (“ARS”). If Apple determines that your Covered Equipment is eligible for ARS, and you chose to order ARS by providing Apple or its authorized agent your credit card details, Apple will ship to your designated location a new or refurbished replacement product and you will return the Covered Equipment in accordance with Apple’s shipping instructions to Apple so that it receives the Covered Equipment within ten (10) days from the date the replacement product is shipped to you. Apple will retain the Covered Equipment, and you will retain the replacement product. If you fail to return the Covered Equipment in accordance with Apple’s shipping instruction or if the Covered Equipment is not eligible for service under the Plan, your credit card will be charged for the authorized amount.

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 options, parts availability and response times may vary according to the country where service is requested. If you seek service in a country that is not the country of purchase, you may be responsible for shipping and handling charges, compliance with applicable import and export laws, custom duties, V.A.T. and other associated taxes and charges. For international service, Apple may repair or exchange defective products and parts with comparable products and parts that comply with local standards.

#### **d. Obtaining Repair or Replacement Service**

To obtain service under this Plan, access the Apple website ([www.apple.com/support/country](http://www.apple.com/support/country)) or call the telephone number listed below. Telephone numbers may vary according to your location. When accessing the website, follow the instructions for requesting repair service provided by Apple. If calling, an Apple technical support representative will answer, request your Plan Agreement Number, advise you and determine what service is necessary for the Covered Equipment. All service is subject to Apple's prior approval. Location of service may vary due to your location. Keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan. Proof of purchase may be required if there is any question as to your product's eligibility for Plan coverage.

## **2. Technical Support**

a. Telephone and Web Support. Your eligibility for technical support begins on the date your Covered Equipment's complimentary technical support expires or the date your Coverage Period begins, whichever is later, and terminates at the end of the Coverage Period ("Technical Support Coverage Period"). During the Technical Support Coverage Period Apple will provide you with access to telephone technical support and web-based technical support resources. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware repairs are required. Apple will provide technical support for the Covered Equipment, iOS, software applications that are pre-installed with the Covered Equipment ("Product Software") and connectivity issues between the Covered Equipment and a supported computer, meaning a computer that meets the Covered Equipment's connectivity specifications and runs an operating system that is supported by the Covered Equipment. Apple will provide support for the then-current version of the iOS and Product 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.

b. Limitations. The Plan does not cover:

- (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 iOS or Product 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 iOS or Product Software;
- (iv) Your use of a computer or operating system that is unrelated to Product Software or connectivity issues with the Covered Equipment;
- (v) Apple software other than the iOS or Product Software, as covered under the Plan;
- (vi) iOS, Product Software or any Apple-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software; and
- (vii) Damage to, or loss of any software or data residing or recorded in the Covered Equipment.

c. Obtaining Technical Support

You may obtain technical support by calling the telephone number listed below. The Apple technical support representative will provide you technical support. Apple's hours of support are described below. Apple reserves the right to change its hours of technical support and telephone numbers at any time. Web-based support resources are offered to you at the Apple website ([www.apple.com/support/country](http://www.apple.com/support/country)).

## **3. Your Responsibilities**

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

- a. Provide your Plan Agreement Number and serial number of the Covered Equipment;
- b. Provide information about the symptoms and causes of the problems with the Covered Equipment;
- c. Respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;
- d. Follow instructions Apple gives you, including but not limited to refraining from sending Apple products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions; and
- e. Update software to currently published releases prior to seeking service.

#### **4. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APPLE'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. APPLE SPECIFICALLY DOES NOT WARRANT THAT (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 UNDER THIS PLAN WILL BE UNINTERRUPTED OR ERROR-FREE.

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

#### **5. Cancellation**

You may cancel this Plan at any time for any reason. If you decide to cancel either call Apple at the telephone number below, or send or fax written notice with your Plan Agreement Number to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. fax number 916-405-3973 or [agmts\\_transfer@apple.com](mailto:agmts_transfer@apple.com). A copy of the Plan's original proof of purchase must accompany your notice. Unless local law provides otherwise, if you cancel within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund less the value of any service provided under the Plan. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the original purchase price, based on the percentage of unexpired Coverage Period, less (a) a cancellation fee of twenty-five (\$25 USD) dollars or ten percent (10%) of the pro-rata amount, whichever is less, and (b) the value of any service provided to you under the Plan. Unless applicable local law provides otherwise, Apple may cancel this Plan if service parts for the Covered Equipment become unavailable, upon thirty (30) days' prior written notice. If Apple cancels this Plan, you will receive a pro-rata refund for the Plan's unexpired term.

#### **6. Transfer of Plan**

- a. Transfer of the Plan and the Covered Equipment. 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 a copy of the Plan's original proof of purchase, the Plan's Certificate and all of the Plan's packaging material, including printed

materials and these Terms and Conditions; (b) you notify Apple of the transfer by sending, faxing or e-mailing notice of transfer to Apple Inc., ATTN: Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S., fax number 916-405-3655 or [agmts\\_transfer@apple.com](mailto:agmts_transfer@apple.com), respectively, and (c) the party receiving the Plan reads and 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 numbers of the Covered Equipment being transferred, a copy of the Plan's original proof of purchase and the name, address, telephone number and email address of the new owner.

b. Transfer of Plan Coverage to a New Apple Product. You may make a one time, permanent transfer of the coverage under the Plan to a new Apple product that is purchased within thirty (30) days of the Covered Equipment purchase by providing notice to Apple within the thirty (30) days of registering your Plan. The transfer is in lieu of cancelling your Plan for a full refund. The new product must be the same model as the Covered Equipment and at the time of transfer both products must be covered under Apple's 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 the to Apple as set forth in Section 6(a) above. Your coverage for defects on the new Covered Equipment begins on the date the Apple hardware warranty expires and terminates at the end of the Coverage Period. Your eligibility for technical support begins on the date your new Covered Equipment's complimentary technical support expires or the date your Coverage Period begins, whichever is later, and terminates at the end of the Coverage Period.

## 7. General Terms

a. Apple may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

b. Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.

c. You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.

d. This Plan is offered and valid only in the United States of America and Canada. This Plan is not offered to persons who have not reached the age of majority. This Plan may not be available in all states or provinces, and is not available where prohibited by law.

e. In carrying out its obligations Apple may, at its discretion and solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between you and Apple.

f. You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with the Apple Customer Privacy Policy.

g. Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Apple regarding the processing of data, and Apple will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding how your data may be impacted by being processed in this way, contact Apple at the telephone numbers provided.

**h. Apple will protect your information in accordance with Apple Customer Privacy Policy available at URL [www.apple.com/legal/warranty/privacy](http://www.apple.com/legal/warranty/privacy). If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access URL [www.apple.com/contact/myinfo](http://www.apple.com/contact/myinfo) to update your personal contact preferences or you may contact Apple at [privacy@apple.com](mailto:privacy@apple.com).**

i. The Terms and Conditions of this Plan prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's entire understanding with respect to the Plan.

j. Your rights under the Plan are in addition to any warranty rights you may be entitled to. You must purchase and register the Plan while your Apple-branded product 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.

k. There is no informal dispute settlement process available under this Plan.

l. For Plans sold in the United States, “Apple” is **AppleCare Service Company, Inc.** an Arizona corporation with offices at c/o Apple, 1 Infinite Loop, (MS: 3-MAL) Cupertino, CA 95014 doing business in the state of Texas as Apple CSC, Inc., and the obligations of such Plans are backed by the full faith and credit of the provider, AppleCare Service Company, Inc. For Plans sold in Canada, “Apple” is Apple Canada Inc., with offices at 7495 Birchmount Road, Markham, Ontario, L3R 5G2, Canada. Apple Canada Inc. is the legal and financial obligor for Plans sold in Canada.

m. The Administrator for Plans sold in the United States is Apple Inc. a California corporation with its registered office at 1 Infinite Loop, Cupertino, California 95014 (the “Administrator”). The Administrator is responsible for the collection and transfer to AppleCare Service Company, Inc. of the purchase price for the Plan and for the administration of claims under the Plan.

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

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

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

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

## **8. State/Country Variations**

8.1: Canada:

**Quebec Residents:** The laws of the Province of Quebec will govern this Plan and any disputes arising under it. Section 4. Limitation of Liability is not applicable to residents of Quebec.

8.2: United States:

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

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

If you cancel this Plan pursuant to Section 5 of these Terms and Conditions, and we fail to refund the purchase price to you within thirty (30) days for California, New York, Missouri and Washington residents, within forty-five (45) days for Alabama, Hawaii, Maryland, Minnesota, Nevada, South Carolina, Texas and Wyoming residents, and within sixty (60) days for New Mexico residents, we are required to pay you a penalty of 10% per month for the unpaid amount due and owing to you. The right to cancel and receive this penalty payment only applies to the original owner of the Agreement and may not be transferred or assigned. The obligations of the provider under this service contract are backed by the full faith and credit of the provider, AppleCare Service Company, Inc.

#### **California Residents**

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

#### **Colorado Residents**

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

#### **Connecticut Residents**

The expiration date of the Plan will automatically be extended by the period that the Covered Equipment is in Apple’s custody while being serviced. Resolution of Disputes: Disputes may be resolved by arbitration. Unresolved disputes or complaints may be mailed, with a copy of this Plan, to State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0846, Attn: Consumer Affairs.

#### **Florida Residents**

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

#### **Michigan Residents**

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

#### **Nevada Residents**

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

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

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

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

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

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

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

(iv) When Apple calculates the amount of a refund pursuant to subsection (ii), it may deduct from the portion of the purchase price that is unearned: (a) any outstanding balance on the account; and (b) any cancellation fee imposed pursuant to this Plan. AppleCare Service Company, Inc. backs this Plan for Nevada residents by its full faith and credit.

#### **New Hampshire Residents**

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

#### **New Mexico Residents**

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

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

#### **North Carolina Residents**

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

**Oregon Residents**

In the event you do not receive satisfaction under this contract, you may contact the Oregon Department of Consumer and Business Services by mail at the Department of Consumer and Business Services, Oregon Insurance Division, 350 Winter Street NE, Salem, OR 97301; or by telephone via Consumer Advocacy, at 888-877-4894.

**South Carolina Residents**

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

**Tennessee Residents**

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

**Texas Residents**

The provider may cancel this Plan with no prior notice for non-payment, misrepresentation or a substantial breach of a duty by the holder relating to the Covered Equipment or its use. Unresolved complaints or Contract regulation questions may be addressed to the TX Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

**Wisconsin Residents**

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

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

**Wyoming Residents**

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

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

**Telephone Numbers**

In the U.S:

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

Seven days a week

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

In Canada:

800-263-3394

Seven days a week

9:00 A.M. to 9:00 P.M. eastern time\*

\* Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and international contact information at [www.apple.com/contact/phone\\_contacts.html](http://www.apple.com/contact/phone_contacts.html). Toll-free numbers are not available in all countries.

APP iPad NA v1.3

APP iPad v. 1.3