

# EXHIBIT B

## Terms and Conditions

Your AppleCare Protection Plan ("Plan") is governed by these Terms and Conditions and constitutes your service contract with the Apple entity applicable to your country of residence described in section 10k below ("Apple").

### 1. Coverage

- a. Coverage. For the period ("Coverage Period") stated in your Plan's Certificate or Proof of Coverage document ("Plan Confirmation"), Apple (i) covers defects in materials and workmanship for the Apple-branded product(s) listed on the Plan Confirmation ("Covered Equipment"), and (ii) provides you with access to telephone support and web based support resources for the Covered Equipment. Apple's obligation to repair or replace shall extend only to Covered Equipment located in the United States of America or Canada except for (A) portable computers, meaning those that can operate independently without a power cord, and (B) Mac mini, for which Apple will provide global repair and replacement service.
- b. Plan Confirmation. To obtain the Plan's 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"). Education institutions choosing the Auto-Enrollment option, where available, will automatically receive a Plan Confirmation document. If you purchased the Plan along with the Apple-branded product to be covered at an Apple-owned retail store, the sales receipt provided to you, which also states the total consideration you paid for the Plan, may contain the Plan Agreement Number, which confirms your product's coverage under the Plan and your receipt will serve as your Plan's Confirmation.
- c. Date Coverage Begins. Your coverage for defects begins on the date your Covered Equipment's Apple hardware warranty expires. Your telephone support eligibility begins on the date your Covered Equipment's complimentary new product telephone support expires. One Apple-branded display is covered under the Plan, if purchased at the same time and enrolled with a covered Mac mini, Power Mac, or PowerBook computer. An Apple-branded mouse and keyboard are also covered under the Plan if included with the Covered Equipment. An AirPort Extreme Card, an AirPort Express and AirPort Extreme Base Station, an Apple-branded DVI to ADC display adapter, and Apple RAM modules are also covered under the Plan if owned by you and used with the Covered Equipment.

### 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, Apple will, at its option, repair or replace the affected Covered Equipment. Apple will provide both parts and labor, but may direct that you replace certain readily installable parts yourself, as described below.



- 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 will 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) 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 located in the United States of America or Canada. Apple will dispatch a service technician to the location of the Covered Equipment to perform repair or replacement service. If a service technician visits your location at agreed times and you are absent, service may be subject to an additional charge.
  - (iii) Direct mail-in service is available for most Covered Equipment products. If Apple determines that your product 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 to you. Apple will pay for shipping to and from your location if all instructions are followed.
  - (iv) Do-It-Yourself Parts service is available for many Covered Equipment parts, allowing you to service your own product. If Do-It-Yourself Parts service is available in the circumstances, the following process will apply.
    - (a) Do-It-Yourself Parts service where Apple requires return of the replaced part. Apple may require a credit card authorization as security for the retail price of the replacement part and applicable shipping costs. If you are unable to provide credit card authorization, Do-It-Yourself Parts service may not be available to you and Apple will offer alternative arrangements for service. Apple will ship you a replacement part accompanied by instructions on installation and any requirements for the return of the replaced part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the part and shipping to and from your location. If you fail to return the replaced part as instructed, Apple will charge the credit card for the authorized amount.
    - (b) Do-It-Yourself Parts service where Apple does not require return of the replaced part. Apple will ship you free of charge a replacement part accompanied by instructions on installation and any requirements for the disposal of the replaced part.
    - (c) General. Apple is not responsible for any labor costs relating to Do-It-Yourself Parts service. Should you require further assistance, contact Apple at the numbers listed in the *AppleCare Quick Reference Guide*.

Apple reserves the right to change at any time 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, including but not limited to onsite service. Your eligibility to receive a particular method of service may vary from country to country depending on service parts availability.

- d. Replacement Parts and Products. In the event Apple repairs or replaces 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 products or parts and will assume the remaining coverage under the Plan. The parts and products that are replaced become Apple's property.
- e. 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 such as external modems) or electrical 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, 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) Recovery or replacement of any data or software stored on the Covered Equipment;
  - (vii) The provision of replacement equipment during the period when the Covered Equipment is being repaired;
  - (viii) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety;
  - (ix) Cosmetic damage to the Covered Equipment (including but not limited to scratches, dents and broken plastic on ports, that does not otherwise affect its functionality or materially impair your use);
  - (x) Consumable parts, such as batteries, unless damage has occurred due to a defect in materials and workmanship; and
  - (xi) Preventative maintenance on the Covered Equipment.

### 3. Obtaining Repair Service Under This Plan

To obtain service under this Plan, access the Apple website or call the telephone number listed in 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 telephone 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 Confirmation document and your original sales receipt 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, Apple's operating system software ("Mac OS") and Apple-branded consumer applications ("Consumer Software") licensed within the last two years, except as provided in this section. Apple reserves the right to change at any time the Mac OS and Consumer Software to be covered under this Plan. This support includes 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.

- b. Limitations. The Plan does not cover:
- (i) Your use of the Mac OS and Consumer Software as server-based applications;
  - (ii) Issues that could be resolved by upgrading your (a) Mac OS, (b) Consumer Software, or (c) both to the current version, if you choose not to upgrade;
  - (iii) Your use of the Covered Equipment, the Mac OS, or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used;
  - (iv) Third-party products or their effects on the Covered Equipment, the Mac OS, or Consumer Software;
  - (v) Your modification of the Covered Equipment, the Mac OS, or Consumer Software in a manner not intended by Apple;
  - (vi) Apple software other than the Mac OS and Consumer Software;
  - (vii) Mac OS software for servers;
  - (viii) Mac OS software or any Apple-branded software designated as “beta,” “prerelease,” or “preview” or similarly labeled software; and
  - (ix) Third-party web browsers, email applications, and Internet service provider software, or the Mac OS configurations necessary for their use.

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

You may obtain technical support by calling the telephone 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 are described in the *AppleCare Quick Reference Guide*. Hours of service for technical support may be periodically modified. Apple reserves the right to change its hours of service and telephone numbers at any time. Web-based support resources are offered to you at the Apple Internet website listed in 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 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 REPLACE OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE.

## 8. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel either call Apple at the telephone number provided in the *AppleCare Quick Reference Guide*, or, send written notice with your Plan Agreement Number to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, United States of America. Your notice must be accompanied by a copy of your proof of purchase of the Plan. 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, based on the percentage of unexpired time remaining on the Plan, of the Plan's original purchase price, 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' written notice. If Apple cancels this Plan, you will receive a pro-rata refund for the Plan's unexpired term.

## 9. Transfer of Plan

You may transfer this Plan to a new owner of the Covered Equipment by sending notice of transfer to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, United States of America. You must provide the Plan 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.

## 10. Other Provisions

- 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 fifty states of the United States of America, the District of Columbia and Canada. This Plan is not valid in any other country or United States territory. This Plan is not available for Florida consumers or 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 and understand that it is necessary for Apple to collect, process and use your data in order to perform the service and support obligations under the Plan. This may include the necessity to transfer your data to affiliated companies or service providers located in the European Union, India, Japan, Canada, People's Republic of China or the U.S.
- g. 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 at [privacy@apple.com](mailto:privacy@apple.com).
- h. 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.
- i. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.
- j. There is no informal dispute settlement process available under this Plan.

- k. The Plan's legal and financial obligor in the United States of America 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 legal and financial obligor in Canada is Apple Canada Inc., 7495 Birchmount Road, Markham, Ontario, L3R 5G2, Canada.
- l. The laws of the state of California govern for Plans in the United States of America. The laws of the province of Ontario govern for Plans in Canada. If the laws of any jurisdiction where this Plan is purchased is inconsistent with these terms, including the states of Arizona, Georgia, Vermont, Washington, and Wyoming, the law of that state will control.
- m. Support under this Plan is provided in English only.
- n. 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.

## 11. State Variations

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

### **Alabama, Hawaii, Maryland, New Mexico, 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.

### **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.

### **Connecticut Residents**

*Resolution of Disputes:* 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.

### **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 pursuant to subsection (ii), 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. Apple Computer, Inc. backs this Plan for Nevada residents by its full faith and credit.

**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 work days.

**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.



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