

# AppleCare+ for Business Essentials

## Terms and Conditions

The following terms are in addition to the terms of Your Apple Business Manager Agreement ("**Agreement**") and the Apple Business Essentials Software Addendum with Apple.

THIS APPLE CARE+ FOR BUSINESS ESSENTIALS SERVICE PLAN ("SERVICE PLAN") BETWEEN YOU (HEREINAFTER, "INSTITUTION" AND "YOU" AND "YOUR") AND APPLE GOVERNS YOUR INSTITUTION'S AND YOUR INSTITUTION'S AUTHORIZED USERS' USE OF THE SERVICES INCLUDED UNDER THIS SERVICE PLAN. YOU AGREE THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR INSTITUTION AND YOUR INSTITUTION'S AUTHORIZED USERS TO THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). BY CLICKING "AGREE" OR BY CONTACTING APPLE TO OBTAIN SERVICES UNDER THE SERVICE PLAN OR BY REGISTERING THE SERVICE PLAN, AS THE CASE MAY BE, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS, AGREE THAT THESE TERMS AND CONDITIONS APPLY AND GOVERN THE DELIVERY OF ALL SERVICES UNDER THE SERVICE PLAN IF YOU AND YOUR AUTHORIZED USERS MAKE USE OF THE SERVICE PLAN.

THE BENEFITS CONFERRED BY THIS SERVICE PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER THE APPLE ONE (1) YEAR LIMITED WARRANTY, AND APPLICABLE LAWS AND REGULATIONS AS WELL AS ANY COMPLIMENTARY TECHNICAL SUPPORT THAT COMES WITH APPLE DEVICES. THIS SERVICE PLAN SHALL NOT PREJUDICE THE RIGHTS GRANTED BY APPLICABLE LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES UNDER APPLICABLE STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF THE NON-PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

ALL REFERENCES TO INSTITUTION OR YOU INCLUDE AUTHORIZED USERS. TO THE EXTENT THERE IS A CONFLICT BETWEEN THESE SERVICE PLAN TERMS AND CONDITIONS AND ANY OTHER APPLE BUSINESS MANAGER OR APPLE BUSINESS ESSENTIALS TERMS AND CONDITIONS, WITH RESPECT TO THE PROVISION OF APPLE CARE SERVICE AND SUPPORT, THESE SERVICE PLAN TERMS AND CONDITIONS SHALL CONTROL.

### **1. The Service Plan Generally**

This Service Plan governs the services provided to You and Your employees, contract employees or other authorized end users as allowed in writing by Apple ("Authorized Users") under this Service Plan and includes the terms and conditions in this document, Your Service Plan Confirmation, and/or the original sales receipt/invoice for Your Service Plan ("Plan Confirmation"). The Service Plan is a non-insurance, supplemental warranty providing hardware services and technical support services for Apple TV, iPad, iPhone, iPod, Mac, or other devices authorized in writing by Apple as eligible for inclusion in the Service Plan ("Service Plan Eligible Device Types") and the bundled accessories contained in the original packaging with the Service Plan Eligible Device Types listed in Your Plan Confirmation (collectively the "Authorized Devices" as defined below). Your Plan Confirmation is incorporated by reference into these Terms and Conditions. Your

Plan Confirmation will be provided to You at the time of purchase and accessible to You by logging into Your Apple Business Manager account at [business.apple.com](https://business.apple.com).

In addition to the Authorized Devices, Apple will also provide Hardware Services and Technical Support Services for the following if used with Authorized Devices: (i) one Apple Pencil and one Apple-branded iPad keyboard purchased from Apple and used with an iPad Authorized Device, referred to as "iPad Input Devices"; (ii) Apple-branded mice, Magic Trackpad, an Apple-branded keyboard purchased with a Mac mini, Mac Pro, or Mac Studio, Apple memory modules (RAM) and an Apple USB SuperDrive ("Mac Accessories") if originally purchased no earlier than two years before the Authorized Device purchase; and (iii) Apple battery chargers (collectively referred to as the "Included Equipment").

You and your Authorized Users are permitted to use the Service Plan only for purposes and in the manner expressly permitted by this Service Plan and in accordance with all applicable laws and regulations. Your Institution is not permitted to use this Service Plan for any unlawful, improper, inappropriate, or illegal activity. For the avoidance of doubt, the Institution is responsible for compliance with the Terms and Conditions of this Service Plan by its Authorized Users (including making sure that Authorized Users are aware of and understand these Service Plan Terms and Conditions) and any actions taken by Institution's Authorized Users shall be deemed to have been taken by the Institution and the Institution shall be responsible to Apple for all such actions. Institution is responsible for obtaining and shall obtain all necessary rights and consents from all of its Authorized Users in connection with use of the Services set forth in this Service Plan and to allow Apple to provide the Services under this Service Plan (including using and maintaining personal data). Additionally, the Services under this Service Plan are not permitted to be re-sold in any manner by the Institution or its Authorized Users to any person or entity, which includes but is not limited to integrating with or leveraging services or information provided as part of the Services or otherwise using the Services in any way.

As more fully described below, this Service Plan includes three distinct services: (a) high-end repair or replacement hardware service provided via Apple service channels for defects in materials and workmanship on Authorized Devices and Included Equipment after expiration of any limited warranty provided with the original hardware for an additional period determined by the Service Plan purchased ("Hardware Services"); (b) repair or replace for any reason service credits ("Service Credits"); and (c) enhanced technical support services including unlimited end-user priority support on a 24 hours a day, 7 days a week basis ("24/7 Basis"), access to Apple's IT Department Technical Support, and proactive support and customer success ("Technical Support Services"). The Hardware Services, Service Credits, and Technical Support Services, collectively the ("Services").

Apple is the provider of the services, which permits You, under these Terms and Conditions, to (i) enroll Authorized Devices that are owned or controlled by You, (including leased devices ) or have been designated for use by Authorized Users (Authorized User BYOD devices for User Plans only) only, and that are eligible for use under the Service Plan; (ii) enroll Authorized Users who are eligible to use the Service Plan; and/or (iii) access relevant software, Apple Business Manager portal, Apple Business Essentials app and other tools necessary to facilitate and use the Service Plan.

You may request, and Apple may approve, in its sole discretion, other similar users to be included as "Authorized Users"; however, no other parties shall be included in this definition without Apple's prior written consent. "Contract Employees" means individuals who perform work or provide services on behalf of the Institution on a non-piece-rate basis and who have internal access to the Institution's private information technology and/or secured access to the Institution's secured premises. An Authorized User or Contract Employees cannot be persons or entities who perform no work or services for the Institution as such person or entities are not permitted users of the Services under the Service Plan.

"Authorized Devices" means those Apple-branded devices expressly authorized by Apple that are owned or controlled by You (including leased devices), have been designated for use by Authorized Users (BYOD devices,) and that are Service Plan Eligible Device Types for use in the Service. For the avoidance of doubt, devices that are personally-owned by an individual (e.g., "BYOD" devices) are permitted to be enrolled in the user-based version (a "User Plan" as described below), not the device-based plans (a "Device Plan" as described below) of the Service Plan if the devices are configured and managed as part of the Service Plan, including but not limited to the initial enrollment flow for a device, settings to supervise a device, as well as making configuration mandatory, and/or the ability to lock an MDM profile, unless otherwise agreed by Apple in writing. If You add a BYOD device to a User Plan, You represent and warrant to Apple that the Authorized User has authorized You to add such device to the Service Plan. Not all devices are eligible to be added to the Service Plan. Apple reserves the right to set limitations on the Services under User Plans applicable to BYOD devices and to require You to remove any BYOD devices from Your account at any time, in Apple's sole discretion.

### **Administrator Accounts**

As set forth in Your Apple Business Manager Agreement, You may create Administrator accounts for Your Administrators to use in administering the Service Plan. When You create Administrator accounts, all features and functionality of the Service Plan that You select to be available will be enabled for such accounts, and You are responsible for appropriately enabling these Administrator accounts and for all activity in connection with these accounts. You acknowledge and agree that these Administrator accounts may be used only to access and manage the Service Plan for account management purposes.

### **Managed Apple IDs**

As set forth in Your Apple Business Manager Agreement, You may create Managed Apple IDs for Your Authorized Users to access and use as part of the Service Plan in accordance with these Terms and Conditions. You are responsible for deciding which features and functionality of the Service Plan to enable for Your Authorized Users and for the creation, use, and management of Managed Apple IDs. In connection with this Service Plan, You agree to deploy Managed Apple IDs only for Your Institution's own internal business purposes and only to Your Authorized Users. You agree not to share, sell, resell, rent, lease, lend, or otherwise provide access to Managed Apple IDs to anyone other than Your Authorized Users. You may disable, suspend, or delete Managed Apple IDs (e.g., if an Authorized User leaves the Institution) in the Service Plan. Apple reserves the right to limit the number of Managed Apple IDs that may be created for Your Authorized Users and the number of Authorized Devices associated with an account.

## **Licenses**

As part of the Service Plan, You have the right to have a non-exclusive, non-assignable, non-transferable, royalty-free license with a limited right (the "License") to access and use the Services during the Service Plan Term solely for Your Institution's purposes and subject to these Terms and Conditions. You may permit Your Authorized Users to use the Services for the foregoing purposes, and You are responsible for Your Authorized Users' compliance with these Terms and Conditions. You and Your Authorized Users do not acquire any right or license to use the Services, or any of its features, beyond the scope and/or duration of the Services specified in these Terms and Conditions or Plan Confirmation. You and Your Authorized User's right to access and use the Services will terminate upon cancellation, termination and/or expiration of the Terms and Conditions. Except as otherwise expressly stated in these Terms and Conditions, You agree that Apple has no obligation to provide any Apple software, services or products as part of the Services.

As part of this Service Plan, there are different license types You can purchase: (1) a device-based License ("Device Plan"); (2) a user-based License (multiple versions) ("User Plan"); or (3) a license as otherwise defined and agreed to in writing by Apple (each a "Service Plan License Type"). Except where otherwise specified in these Terms and Conditions, a license entitles You to the Services specified in these Terms and Conditions specific to the Service Plan License Type that You purchased.

## **2. The Plan Term**

The Service Plan begins when You purchase the Service Plan and continues, unless cancelled, through the date specified in Your Plan Confirmation or as listed in Your Apple Business Manager account (the "Plan Term"). Apple will not provide services beyond the end of this Service Plan.

Your Service Plan Term is one (1) month, which will automatically renew each month unless cancelled as set forth in the "Cancellation" Section 12 below, including in the event that Apple is no longer able to service Your Covered Equipment due to the unavailability of service parts, in which case Apple will provide You with sixty (60) days' prior written notice of cancellation, or as otherwise required by law.

You agree to make all required payments by the due date. You will be billed for each Service Plan and Service Plan License Types at the end of each month in arrears for the days any and all licenses that were active in that month. Apple will calculate the number of days that the Service Plan and Service Plan License Types were in effect to which You and Your Authorized User(s) were eligible for the Services in the month and will bill (charge the credit card on file) a pro-rated daily amount corresponding to the number of days the Service Plan and Service Plan License Types were in effect in that month. Additionally, You acknowledge and agree that You are responsible for any charge not covered by a Service Credit regardless of the reason (each a "Paid Repair"). If Paid Repairs are available under Your Service Plan (i.e., not available for Service Plans billed through resellers or carriers), You agree that You will be billed by Apple for such Paid Repairs at the end of each month and that Apple will charge the credit card on file for any such Paid Repairs at the end of each month. If you purchased this Service Plan through a reseller or carrier, please see the reseller's or carrier's terms and conditions with respect to specific charges and charges associated with cancellation. If You do not make the required payment on time by the due date, Your Service Plan will cease from

the due date. Apple or any reseller or carrier billing partner has the right, but not the obligation, to accept any late payment and allow Your Service Plan to continue from the date of late payment. If You purchased Your Service Plan from Apple, If the price of Your Service Plan is subject to change upon renewal, You will be notified in advance of any price increase, in accordance with Section 13 of this Service Plan. For Service Plans purchased through resellers or carriers, please see the reseller's or carrier's terms and conditions with respect to price changes. Subsequent to the effective date of a Service Plan cancellation, You will be charged for any Services rendered by Apple to You or an Authorized User under a Service Plan that has been cancelled at Apple's then applicable out-of-warranty prices and You agree that Apple can charge the credit card on file for such charges upon cancellation.

### **3. Services Provided under the Service Plan**

#### 3.1 Hardware Services

If during the Service Plan Term, You or Your Authorized User submits a valid service request by notifying Apple that (i) a defect in materials and workmanship has arisen in the Authorized Device or Included Equipment, or (ii) in relation to an Authorized Device or Included Equipment which uses an integrated rechargeable battery, where the capacity of the Authorized Device's or Included Equipment's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications, Apple will either (a) repair the defect at no charge using new parts or previously used Apple genuine parts that have been tested and pass Apple functional requirements, or (b) exchange the Authorized Device or Included Equipment with a replacement device ("Replacement Device") that is new or comprised of new and/or previously used Apple genuine parts and has been tested and passed Apple functional requirements. Apple will use reasonable efforts to repair the Authorized Device. All Replacement Devices provided under this Service Plan will at a minimum have the same or substantially similar features (e.g., a different model with the same features or the same model in a different color) as the original product. If Apple exchanges the Authorized Device, or Included Equipment, the original Authorized Device or Included Equipment turned in to Apple becomes Apple's property and the Replacement Device becomes the Institution's (or the Authorized User's if a BYOD device under a User Plan) property and shall be considered an Authorized Device or Included Equipment. The Service Plan will apply to the replacement Authorized Device or Included Equipment for the remaining period of the Service Plan.

#### 3.2 Service Credits

Depending on the Service Plan that You purchased and the License provided, during the Service Plan Term, You will be provided with service credits that give You the right to seek replacement or repair services for any reason for Apple TV, iPad, iPod and iPhone only, and/or the right to seek repair service for any reason for Mac ("Service Credits").

#### **Exclusions apply as described below.**

The number of Service Credits depends on the License purchased.

The Device Plan License entitles You to one (1) Service Credit per twelve (12)-month period based on Your Service Plan's original purchase date as specified in Your Apple Business Manager account. The Service Credits expire and all of Apple's obligations to

You under this Section are fulfilled in their entirety once Apple has provided Service Credit service. Any unused Service Credits at the end of the applicable twelve (12)-month period will expire and You will get one (1) new Service Credit to use within the next succeeding twelve (12)- month period of continued coverage. All other Plan benefits continue throughout.

The User Plan License entitles You to one of two Service Credit plans depending on what User Plan License that You purchase. There is a user-based, User Plan License under which You can enroll one Authorized User and three (3) Authorized Devices and You get two (2) Service Credits per twelve (12)-month period based on Your Service Plan's original purchase date as specified or in Apple Business Manager account. Alternatively, there is a user-based, User Plan License under which You can enroll one (1) Authorized User and one (1) Authorized Device and You get one (1) Service Credit per twelve (12)-month period based on Your Service Plan's original purchase date as specified or in Apple Business Manager account. Under both of the user-based, User Plan Licenses, the Service Credits expire and all of Apple's obligations to You under this Section are fulfilled in their entirety once Apple has provided Service Credit service. Any unused Service Credits at the end of the applicable twelve (12)-month period will expire and You will get one (1) or two (2) new Service Credits depending on user-based, User Plan Licenses purchased to use within the next succeeding twelve (12)- month period of continued coverage. All other Plan benefits continue throughout.

Additionally, there is an approval process function in Apple Business Manager that will allow administrator oversight over the usage of Service Credits. Instructions on how to manage and execute the approval process can be found in the Apple Business Manager User Guide.

Use of a Service Credit on an iPad Input Device will count as a separate Service Credit from that of an iPad and count towards Your Service Credit usage, even if You intend to use Your Service Credit on both an iPad and an iPad Input Device at the same time.

Apple will exchange or repair the Authorized Device with a Replacement Device that is new or comprised of new and/or previously used Apple genuine parts that have been tested and pass Apple functional requirements. All Replacement Devices provided under this Service Plan will at a minimum have the same or substantially similar features as the original product (e.g., a different model with the same features or the same model in a different color). If Apple exchanges the Authorized Device or replacement part, the original Authorized Device or part thereof becomes Apple's property and the Replacement Device or replacement part is Your property (or the property of Your Authorized User if under a User Plan a BYOD device is involved in the replacement) and will be included in the Service Plan for the remainder of the Service Plan Term.

### 3.3 Hardware Service and Service Credit Options

Apple will provide Hardware Services and Service Credit options to the Institution through one or more of these service options:

(a) On-Site Service. On-site service is available if on-site service is available for the type of Authorized Device product, and if the location of the Authorized Device is within the scope of the on-site service. Appointments, if eligible, will be available via the Apple appointment scheduler via either the Apple Support app or online via [support.apple.com](https://support.apple.com). When on-site service is requested within the service area and is otherwise available for the type of Authorized Device product, Apple will dispatch a

service technician or designated courier to the location of the Authorized Device. Service will either be performed at that location, or the service technician or designated courier will transport the Authorized Device to an Apple Authorized Service Provider ("AASP") or an Apple repair service ("ARS") location for service. If service is completed at an AASP or ARS location, Apple will arrange for transportation of the Authorized Device back to the Institution or Authorized User following service. Apple will use reasonable efforts to provide a service technician or designated courier at the location within the response times specified at appointment creation. If a service technician or designated courier visits a location at an agreed time and no person is available to provide access, Apple may charge a fee for the call. Further information about onsite service, including service area and response times, is available via the Apple appointment scheduler via the Apple Support app or online via [support.apple.com](https://support.apple.com).

(b) Carry-in Service. Carry-in service is available for most Authorized Devices, as long as the Institution or Authorized User has made arrangements with an Apple-owned retail store location or an Apple Authorized Service Provider ("AASP") that offers carry-in service for testing and repair services, including providing the necessary Service Plan information. Service will be performed at the store or AASP location, or the store may send the Authorized Device to an Apple repair service ("ARS") site for service. Once the Institution or its Administrator or Authorized User is notified that service is complete, the Institution, or its Administrator or its Authorized User must promptly retrieve the Authorized Device or if available, You may arrange for the Authorized Device to be delivered to Your location within the on-site service area by calling Your service representative. Shipping charges may apply.

(c) Mail-in Service. Direct mail-in service also is available for most Authorized Devices and Included Equipment products. If Apple determines that Your Authorized Device or Included Equipment is eligible for mail-in service and You or Your Authorized User chooses this option, Apple will send or deliver to You or Your Authorized User prepaid way bills (and if You or Your Authorized User no longer have the original packaging, packaging material) and You or Your Authorized User will ship the Authorized Device or Included Equipment to an ARS site in accordance with Apple's instructions. Once service is complete, the ARS site will return the Authorized Device or Included Equipment to You or Your Authorized User. Apple will pay for shipping the Authorized Device or Included Equipment to and from Your or Your Authorized User's location if You or Your Authorized User follow all instructions.

(d) Express Replacement Service ("ERS") or Do-It-Yourself ("DIY") Parts Service. ERS is available for certain Authorized Device products. DIY parts service is available for many Authorized Devices or parts and Included Equipment and this will allow Your information technology or similar department ("IT Department") to service Your own Authorized Device or Included Equipment, if You choose to do so. If ERS or DIY parts service is available, the following process will apply.

(1) Service where Apple requires return of the replaced Authorized Device or part. Apple may require a credit card authorization to serve as security for the retail price of the replacement Authorized Device or part and applicable shipping costs. If credit card authorization is not able to be provided or obtained, ERS service may not be available to You or Your Authorized User and Apple will offer an alternative

arrangement for service. Apple will ship a Replacement Device or part to You or Your Authorized User with installation instructions, if such are applicable, and any requirements for the return of the replaced Authorized Device or part. If the instructions are followed, You will not be charged for the Replacement Device or part and shipping to and from Your location. If You fail to return the replaced Authorized Device or part as instructed or return a replaced Authorized Device or part that is ineligible for ERS service, Apple will charge the credit card for the authorized amount.

(2) Service where Apple does not require return of the replaced product or part. Apple will ship You or Your Authorized User free of charge a Replacement Device or part accompanied by instructions for installation, if applicable, and any requirements for the disposal of the replaced product or part.

(3) Apple is not responsible for any labor costs You incur in respect to ERS or DIY parts service. Should You require further assistance with the ERS or DIY service after You receive the Replacement Device or part, You should contact Apple.

(e) Apple may change the method by which Apple provides repair or replacement service to You, and Your Authorized Device or Included Equipment's eligibility to receive a particular method of service. Service will be limited to the options available in the country where and when service is requested. Service option availability, parts availability and response times may vary. Apple may use Replacement Devices or replacement parts for service that are sourced from a country that is different from the country from which the Authorized Device or its original parts were sourced. If service is not available for the Authorized Device or Included Equipment in a country that is not the country of purchase, Apple may not be able to provide service and You may be required to return to the country of device purchase for service or You may be responsible for shipping and handling charges to facilitate service in a country where service is available. If You or Your Authorized User seeks service in a country that is not the country of purchase, You and Your Authorized User must 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. If international service is available, Apple may repair or exchange products and parts with comparable products and parts that comply with local standards.

### 3.4 Technical Support Services

#### 3.4.1 IT Department Technical Support

During the Service Plan Term, Apple will provide technical support services ("Support Services") on Apple software products or related technologies ("Supported Products") for the applicable Service Plan all as described at the following online webpage: [apple.com/legal/sales-support/applecare/applecareplus/business-essentials/ac-plus-business-essentials-service.pdf](https://apple.com/legal/sales-support/applecare/applecareplus/business-essentials/ac-plus-business-essentials-service.pdf) (the "AppleCare+ for Business Essentials Service Plan Support Page"). Apple reserves the right to amend the Support Services provided and/or Supported Products included under the Service Plan, at any time, by posting updates to the AppleCare+ for Business Essentials Service Plan Support Page. Apple will not amend the Support Services and/or Supported Products in a way that (i) materially reduces the benefits provided to Institution under the Support Services, (ii) materially impacts



Apple's obligation to deliver the Support Services to Institution, or (iii) materially impacts the rights or benefits that Institution receives under the Support Services. For any updates that affect Institution's Service Plan, Apple will notify Institution of the update via the email address registered by the Institution no less than thirty (30) days prior to the effective date of the update. The terms described at the AppleCare+ for Business Essentials Service Plan Support Page, as may be amended from time to time, are incorporated into these Terms and Conditions as if fully set forth herein. In the event of any inconsistencies between the terms in this document and the terms at the AppleCare+ for Business Essentials Service Plan Support Page, the terms at the AppleCare+ for Business Essentials Service Plan Support Page will govern.

### 3.4.2 End-User Technical Support

During the Service Plan Term, Apple will provide You or Your Authorized Users with priority access to telephone and web-based technical support resources ("End-User Technical Support") on a 24/7 basis as described on the AppleCare+ for Business Essentials Service Plan Support Page: [apple.com/legal/sales-support/applecare/applecareplus/business-essentials/ac-plus-business-essentials-service.pdf](https://apple.com/legal/sales-support/applecare/applecareplus/business-essentials/ac-plus-business-essentials-service.pdf). Apple reserves the right to amend the End-User Technical Support included under the Service Plan, at any time, by posting updates to the AppleCare + for Business Essentials Service Plan Support Page. Apple will not amend the End-User Technical Support in a way that (i) materially reduces the End-User Technical Support benefits provided to Institution, (ii) materially impacts Apple's obligation to deliver End-User Technical Support Services to Institution, or (iii) materially impacts the rights or benefits that Institution receives under the End-User Technical Support. For any updates that affect Institution's Service Plan, Apple will notify Institution of the update via the email address registered by Institution no less than thirty (30) days prior to the effective date of the update. The terms described at the AppleCare+ for Business Essentials Service Plan Support Page, as may be amended from time to time, are incorporated into these Terms and Conditions as if fully set forth herein. In the event of any inconsistencies between the terms in this document and the terms at the AppleCare+ for Business Essentials Service Plan Support Page, the terms at the AppleCare+ for Business Essentials Service Plan Support Page will govern.

End-User Technical Support may include assistance with installation, launch, configuration, troubleshooting, and recovery (excluding data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when Hardware Services are required. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, the term "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.

### 3.5 Scope of End-User Technical Support

Under the Service Plan, Apple will provide End-User Technical Support for the following:

- (a) Authorized Devices and/or Included Equipment.

(b) Apple-branded Operating System including macOS, iOS, iPadOS, tvOS, and watchOS operating systems ("OS") and Apple- or Beats-branded software applications that are pre-installed on or designed to operate with the Authorized Devices, and any successor versions thereof, including, but not limited to, Keynote, Pages, Numbers, Photos, iMovie, GarageBand, Final Cut Pro, Logic Pro, Motion, Compressor, and MainStage (also referred to collectively as "Apple Software").

(c) Connectivity issues between Authorized Devices and a laptop or desktop computer, a compatible television, or other compatible wireless device that meets the Authorized Device's or Included Equipment's connectivity specifications and runs an operating system supported by the Authorized Device or Included Equipment.

**Exclusions/Limitations apply as described below.**

**4. Plan Limitations**

4.1 Hardware Services and Service Credits

Apple may restrict Hardware Service and use of the Service Credits to the country where the Authorized Devices and Included Equipment was originally purchased.

Apple will not provide Hardware Services or allow use of Service Credits in the following circumstances:

- (a) to protect against normal wear and tear or otherwise due to normal aging of the product, or to repair cosmetic damage such as scratches, dents, broken plastic on ports not affecting the functionality of the Authorized Device and in the case of Hardware Service the Authorized Device or Included Equipment;
- (b) to conduct preventative maintenance;
- (c) to replace Authorized Devices and Included Equipment that is lost or stolen;
- (d) to repair damage caused by misuse, reckless, abusive, willful, or intentional conduct, or any use or operation of the Authorized Devices or Included Equipment in a manner not normal or intended by Apple;
- (e) to repair damage caused by (i) a product that is not the Authorized Device or Included Equipment, (ii) operating the Authorized Device or Included Equipment outside the permitted or intended uses described by the manufacturer, or (iii) service (including hardware upgrades and expansions) performed by anyone who is not a representative of Apple or an authorized representative of Apple;
- (f) to install, remove or dispose of the Authorized Devices and Included Equipment provided to You while the Authorized Devices and Included Equipment Covered is being serviced;
- (g) to repair damage caused by a product that is not an Authorized Device or Included Equipment;
- (h) to repair any damage to Authorized Devices and Included Equipment (regardless of the cause) if the Authorized Devices and Included Equipment has been opened,

serviced, modified, or altered by anyone other than Apple or an authorized representative of Apple;

(i) to repair pre-existing conditions of the Authorized Devices and Included Equipment if You purchased the Service Plan after You purchased the Authorized Devices. For the avoidance of doubt, purchase of the Service Plan for any devices and use of Service Credits on such devices in close temporal proximity may be evidence that such device had pre-existing damage at the time of purchase of the Service Plan and that such Service Plan was improperly purchased. In such cases, Apple, in its sole discretion, may not perform Hardware Services or allow use of Service Credits;

(j) to repair any damage to Authorized Devices and Included Equipment with a serial number that has been modified, altered, defaced, or removed or has been modified to alter its functionality or capability without the written permission of the manufacturer;

(k) to repair damages caused by fire, earthquake, flood or other external causes;

(l) Authorized Devices or Included Equipment containing hazardous material, including, but not limited to, biological materials and allergens that present a risk to human health;

(m) Excessive or catastrophic damage (e.g., Authorized Device that is crushed, bent, or partially or wholly submerged in liquid);

(n) to protect against, or in any way to apply to, the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Authorized Devices or, if applicable, Included Equipment as a result of any cause or loss other than covered losses specifically stated in this Service Plan, including any unauthorized access or unauthorized use of such Authorized Devices or Included Equipment, a denial of service attack, or receipt or transmission of malicious code;

(o) to protect against, or in any way to apply to, the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Authorized Devices or, if applicable, Included Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code; or

(p) Installation of third-party parts may affect Your right to obtain service. As a condition of receiving Hardware Services or Service Credits, all Authorized Devices and Included Equipment must be returned to Apple in their entirety including all original parts or Apple-authorized replacement components.

#### 4.2 Technical Support

The Technical Support Service described in section 3.4 of this Service Plan does not include:

(a) Issues that could be resolved by upgrading software to the then current version, provided, however, that Apple will provide Institution or Authorized User with instructions and support on upgrading software;

- (b) For use of the OS and Apple Software as server-based applications;
- (c) Institutions or its Authorized User's use of or modification to the Authorized Devices or Included Equipment, the OS, or Software in a manner for which the Authorized Devices or Included Equipment or Software is not intended to be used or modified;
- (d) End-User Technical Support for third-party products and software or their effects on or interactions with the Authorized Devices or Included Equipment, the OS, or Software;
- (e) Technical Support for OS software or any Apple-branded software designated as "beta", "prerelease," or "preview" or similarly labeled or designated software;
- (f) Third-party web browsers, email applications, and internet service provider software, or the OS configurations necessary for their use;
- (g) Damage to, or loss of any software or data residing or recorded on the Authorized Devices or Included Equipment; Recovery and reinstallation of software programs and user data are not included under this Service Plan;
- (h) Issues relating to internet, scripting, FX scripting, programming, compiling, debugging, infrastructure design, content creation, content customization, multimedia project planning/design, resource management, budgeting, training, or other issues except as otherwise specifically described as being within the scope of the Support Services under Your Service Plan;
- (i) to protect against, or in any way to apply to, the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Authorized Devices or , if applicable, Included Equipment as a result of any cause or loss other than covered losses specifically stated in this Service Plan, including any unauthorized access or unauthorized use of such Authorized Devices or Included Equipment, a denial of service attack, or receipt or transmission of malicious code; or
- (j) to protect against, or in any way to apply to, the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Authorized Devices or, if applicable, Included Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code;

## **5. Technical Support Limitations**

### 5.1 Support Incidents

A "Support Incident" is a specific, discrete problem whose origin can be isolated to a single cause. Apple will make best efforts to resolve a Support Incident but does not guarantee that Support Incidents will be resolved. Apple, in its sole discretion, will determine what constitutes a Support Incident and, to the extent permitted by law, if the

Support Incident is resolved. Generally, a Support Incident is resolved when the Institution receives one of the following: (a) information that resolves the problem; (b) information on how to obtain a software solution that will resolve the problem; (c) notice that the problem is caused by a known, unresolved issue or an incompatibility issue with a Supported Product; (d) information that identifies the problem as being resolved by upgrading to a newer release of the Supported Product; or (e) notice that the problem has been identified as a hardware equipment issue.

## 5.2 Response Times

Apple will provide Support Services on a 24/7 Basis subject to any exceptions described on [support.apple.com](https://support.apple.com). Apple will make best efforts to respond to a Support Service request diligently within the response time described under the Service Plan, but does not guarantee that a resolution will be provided within a specific time period.

## 5.3 Use

Support Services are not intended for use in connection with high-risk activities or functions, including, without limitation, the operation of nuclear facilities, aircraft navigation, communication systems, systems used to dispatch first responders, air traffic control services, life support systems or services, or other activities in which the failure of the Support Services quickly to attain a desired result could lead to death, personal injury, or severe physical or environmental damage.

## 5.4 Administrator Contacts for Support Services

Other than for End-User Technical Support, Support Services are provided to persons or agents designated by Institution at time of registration and as allowed under the Service Plan ("Administrator Contacts"). Support Service engagement begins with Apple's T1 and T2 support and is passed over to the T3 team via email. The initiator and the Administrator Contacts will be added to the email for further troubleshooting and engagement. The Administrator Contacts can be changed by the Institution via Apple Business Manager account as described in the instruction documents delivered at the start of the Service Plan.

## **6. Obtaining Service and Support**

You may obtain services by following the instructions provided in Your Plan Confirmation by calling Apple, accessing the Apple Business Essentials app, or going to Apple support web page. Detailed instructions on how to obtain service and support will be available in Apple Business Manager account portal and Apple Business Manager User Guide.

## **7. Institution Responsibilities**

### 7.1 General

To receive Services, Institution must follow the access instructions provided by Apple. Institution is responsible for all fees in establishing and maintaining email and telephone communications with Apple. Institution and Authorized Users will cooperate with Apple when requesting Support Services by providing requested information and responding

to questions about the symptom and causes to Apple necessary to assist in diagnosing any technical issue. Institution and its Authorized User must follow all instructions Apple provides. Institution must update software to currently published releases prior to seeking service. Institution is responsible for backing up software and data residing on Authorized Devices and for any and all restoration or reconstruction of lost or altered files, data, or programs. Institution will maintain and implement a complete data backup and disaster recovery plan. Institution is solely responsible for any and all security of its confidential, proprietary, or classified information. Institution, its Administrator, its Technical Contacts, and its Authorized Users will not disclose to Apple confidential, proprietary or any information that is subject to intellectual property rights, which may expose Apple to liability. Institution, its Administrator, its Technical Contacts, and its Authorized Users will have a reasonable understanding of the Supported Products for which it seeks Support Service and the computer system on which it is operating. Institution, its Administrator, its Technical Contacts, or its Authorized Users may not transfer any right to Hardware Services, Service Credits (or rights to use Service Credits), Support Services, or any other services hereunder to any third party, including to any person who is or was a former Administrator, former Technical Contact, or former Authorized User. Such Hardware Services, Service Credits, Support Services, and other services hereunder are provided for the internal use of Institutional only, and any unauthorized distribution of Hardware Services, Service Credits, Support Services, or any other services hereunder will be grounds for immediate termination of this Service Plan. Institution will take reasonable measures to prevent the unauthorized distribution and use of Hardware Services, Service Credits, Support Services, or any other services hereunder. Institution will not abuse its receipt or use of Support Services, including, but not limited to, accessing Support Services to perform routine updates or other task reasonably within the purview and skill of Institution's own IT Department.

In the event that Support Services or other services hereunder are provided at any Institution's location as part of a Service Plan, Institution will ensure that Apple or its authorized representative is granted access to the location at the arranged time. Institution will secure a safe working environment sufficient for Apple to perform the Support Services.

**DURING HARDWARE SERVICE OR SERVICE CREDIT SERVICE, APPLE MAY DELETE THE CONTENTS OF THE AUTHORIZED DEVICES AND INCLUDED EQUIPMENT AND REFORMAT THE STORAGE MEDIA.** Apple will return Your Authorized Device or Included Equipment or provide a Replacement Device as the original Authorized Device or Included Equipment was originally configured, subject to applicable updates. Apple may install OS updates as part of Hardware Service or Service Credit Service that will prevent the Authorized Device or Included Equipment from reverting to an earlier version of the OS. Third-party applications installed on the Authorized Device or Included Equipment may not be compatible or work with the Authorized Device or Included Equipment as a result of the OS update. Institution or its Authorized Users will be responsible for reinstalling all other software programs, data, and passwords.

## **8. Limitation of Liability**

**THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER 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. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

## **9. Remote Access Support Services**

As part of the Service Plan, Apple may provide Support Services via internet remote access, whereby it will access, and if permitted by Institution, control and gather, information on Institution's computer through the installation and use of remote access software. Installation and use of the remote access software by or on behalf of Institution indicates its permission for Apple to provide Support Services in this way. All or portions of the remote access software files may remain on Institution's computer after the Support Service session is finished. Title to the remote access software and all intellectual property rights included therein remains with Apple and/or its licensors. Use of the applicable remote access software may be subject to additional licensing terms available at [apple.com/legal/sales-support/remote-support/](https://apple.com/legal/sales-support/remote-support/). Institution may not disassemble or reverse engineer any portion of the remote access software. While remote access Support Services are provided, Apple will only access, control and gather information on Institution's computer that it reasonably believes is necessary to analyze and provide assistance for the Support Incident. Apple recommends that Institution close all files and applications that are not pertinent to the Support Incident. The remote access software or the features of Institution's computer will allow Institution to terminate the remote access Support Service session at any time.

## **10. Disclaimer of Warranty**

**ALTHOUGH APPLE CANNOT GUARANTEE THAT A SUPPORT INCIDENT WILL BE RESOLVED, APPLE WILL MAKE REASONABLE EFFORTS TO PERFORM SUPPORT SERVICES UNDER THE SERVICE PLAN IN A PROFESSIONAL MANNER. TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, APPLE AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, RELATING TO OR ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**APPLE SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE THE AUTHORIZED DEVICES OR INCLUDED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.**

## **11. Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, APPLE'S, ITS EMPLOYEES, AGENTS AND ITS LICENSOR'S LIABILITY UNDER THESE TERMS AND CONDITIONS IS LIMITED TO THE AMOUNTS PAID BY INSTITUTION FOR THE SERVICE PLAN ORDERED BY INSTITUTION. IN NO EVENT SHALL APPLE, ITS EMPLOYEES, AGENTS AND/OR ITS LICENSOR HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOST REVENUE OR PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF USE OR EQUIPMENT OR FACILITIES, RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA, FAILURE TO MAINTAIN CONFIDENTIALITY OF DATA, OR INTERRUPTION OF BUSINESS, ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS UNDER ANY THEORY OF LIABILITY (WHETHER IN TORT, INCLUDING NEGLIGENCE, CONTRACT, OR OTHERWISE), WHETHER OR NOT APPLE, ITS EMPLOYEES, AGENTS AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. OTHER DISCLAIMERS MAY BE CONTAINED IN THE LICENSING TERMS APPLICABLE TO THE REMOTE ACCESS SOFTWARE AVAILABLE AT [apple.com/legal/sales-support/remote-support/](https://apple.com/legal/sales-support/remote-support/).**

## **12. Cancellation**

You may cancel this Service Plan at any time for any reason. If You decide to cancel this Service Plan, You can cancel directly via Your Apple Business Manager account. You may also call Apple at the telephone number below for assistance to do so, or You may send written notice with Your Service Plan Agreement Number to the appropriate address listed in the table below. Unless local law provides otherwise, Your cancellation is effective immediately. Apple will calculate the number of days that the Service Plan and Service Plan License Types were in effect to which You and Your Authorized User(s) were eligible for the Services in the month and will bill (charge the credit card on file) a pro-rated daily amount corresponding to the number of days the Service Plan and Service Plan License Types were in effect in that month. Additionally, You acknowledge and agree that upon cancellation that You are responsible for any unpaid Paid Repairs, if Paid Repairs are available under Your Service Plan. You agree that You will be billed by Apple for such unpaid Paid Repairs on cancellation and that Apple will charge the credit card on file for any such unpaid Paid Repairs upon cancellation. If you purchased through a reseller or carrier, please see the reseller's or carrier's terms and conditions with respect to specific charges and charges associated with cancellation.



<b>Contact Information</b>		
<b>Country</b>	<b>Address</b>	<b>Phone Number</b>
United States	AppleCare Administration, Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S.A.	800-APL-CARE (800-275-2273)

Unless applicable local law provides otherwise, Apple may terminate a Service Plan at any time (a) if after providing Institution no less than fifteen (15) days' prior written notice, Institution fails to pay any fees due for a Service Plan, (b) if after providing Institution no less than thirty (30) days' prior written notice, Institution fails to cure a breach of these Terms and Conditions, (c) if Institution breaches a term of any software license agreement governing the use of software provided under a Service Plan, or (d) for fraud or material misrepresentation by Institution, its Administrator, other employees or agents, or any Authorized User. Unless applicable local law provides otherwise, Apple may also cancel this Service Plan if service parts for the Authorized Device or Included Equipment are not available, upon sixty (60) days' prior written notice. Sections 10, 11 and 16 will survive termination of this Service Plan for any reason.

Upon the effective date of cancellation, Apple's future obligations under this Service Plan to You or any Authorized User are fully extinguished.

### **13. Service Plan Changes**

The Service Plan Terms and Conditions originally issued to You will remain in effect for the duration of Your Service Plan Term and each Monthly Plan renewal if applicable, unless Apple notifies You of revised Service Plan terms and conditions. Apple may, at any time, revise any of the Terms and Conditions of this Service Plan, including the price and applicable service fees, upon sixty (60) days' written notice to You, or longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method. If You do not agree to the revised Service Plan terms and conditions, You may cancel the Service Plan without penalty. If You do not cancel the Service Plan within the Notice Period, the revised Service Plan terms and conditions, including any revisions to the price and applicable service fees take effect immediately at the end of the Notice Period. Your continued payment of monthly or other installment charges (if applicable) or the availability of the services or request for service under the Service Plan after receiving notice of a change in Your Service Plan terms and conditions, including with respect to a change in price or service fees, will be deemed consent by You to be bound by such revised Service Plan terms and conditions. In any event, You may cancel the Plan at any time in accordance with Section 12, but You will be responsible for any and all applicable fees for any and all services rendered, including but not limited to any applicable monthly fees, out of warranty charges, or any other applicable service fee or charge until such cancellation.

If Apple adopts any revision to this Service Plan that would broaden Your coverage without additional cost or any increase in service fees, the broadened coverage will immediately apply to this Service Plan.

#### 14. Apple; Governing Law

"Apple" is identified in the table below according to the Institution's principal place of business. **IT IS AGREED THAT THESE TERMS AND CONDITIONS ARE GOVERNED BY THE LAWS OF THE COUNTRY (OR REGION, WHERE APPLICABLE) OF PURCHASE OR, IF DIFFERENT, THE INSTITUTION'S PRINCIPAL PLACE OF BUSINESS, AND THE COURTS OF THE RESPECTIVE COUNTRIES (OR REGIONS) WILL HAVE JURISDICTION OVER THE MATTER.**

Sales Jurisdiction		
Country or Region of Purchase	Apple	Address
United States	AppleCare Service Company, Inc.	One Apple Park Way, Cupertino, CA 95014, U.S.A.

#### 15. Use of Software

In the event that software is provided as part of a Service Plan, such software is the copyrighted works of Apple Inc. and/or its licensors. Institution may install, reproduce, and use the software exclusively for the purpose of supporting the Supported Products, but, except as permitted by applicable law, may not decompile, reverse engineer, modify, rent, lease, loan or create derivative works in the software. If the software is subject to the terms of a separate license agreement, the terms of the separate license agreement will govern the use of the software. Any software that is made available to the United States Government under these Terms and Conditions is classified as "restricted computer software" as defined in clause 52.227-19 of the Federal Acquisition Regulations ("FAR"). The United States Government's rights to the software are as provided in clause 52.227-19 of the FAR.

#### 16. Data Protection and Privacy

Institution agrees and understands that it is necessary for Apple to collect, process and use Institution data in order to perform the service and support obligations under the Service Plan. This may include transferring Institution data to affiliated companies or service providers in accordance with the terms of the Apple Privacy Policy at ([apple.com/legal/privacy](https://apple.com/legal/privacy)). You agree that any information or data disclosed to Apple under this Service Plan is not confidential or proprietary to You. Apple will protect Institution's information in accordance with the Apple Privacy Policy.

If You have questions regarding the processing of Your data, contact Apple as designated in Your Apple Business Manager account or at 800-APL-CARE (800-275-2273).

Apple may record part or all of the calls between Institution's Administrator or other representatives, Authorized End Users or Technical Contacts and Apple for training, quality assurance and reference purposes.

**Important - Apple may be obligated as a matter of law and policy to report to law enforcement certain images if viewed during a support session. Institution should advise its Administrator, Authorized User, employees, agents, and contractors who may be in possession of Authorized Device or Included Equipment of this obligation.**

## **17. 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 Service Plan that are due to events outside of Apple's reasonable control.
- (c) You are not required to perform preventative maintenance on the Authorized Devices or Included Equipment to receive service under the Service Plan.
- (d) This Plan is offered and valid only in the fifty states of the United States of America and the District of Columbia. Persons who have not reached the age of majority may not purchase this Service Plan. This Plan may not be available in all jurisdictions, including all provinces or territories of the United States and is not available where prohibited by law.
- (e) In carrying out its obligations Apple may, solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between You, Your Authorized Users and Apple.
- (f) The terms of the Service Plan, including the original sales receipt of the Plan and the Plan Confirmation, shall 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 Service Plan.
- (g) Each Monthly Plan will renew automatically, unless cancelled, at its original Service Plan purchase price, unless You are notified in advance of a price change in accordance with Section 13 of this Service Plan. Apple is not obligated to renew any Service Plan. If Apple does offer renewal, Apple will determine the price and terms.
- (h) There is no informal dispute settlement process available under this Service Plan.
- (i) As used in this Plan, "Apple" is **AppleCare Service Company, Inc.**, an Arizona corporation with its registered office at c/o CT Corporation System, 3800 N. Central Avenue, Suite 460, Phoenix, Arizona 85012, and doing business in the state of Texas as Apple CSC, Inc. "Beats" is Beats Electronics LLC (a/k/a Beats by Dr. Dre), a subsidiary of Apple Inc. producing audio products, including certain Covered Equipment under the Beats brand name. Plans sold in the United States are backed by the full faith and credit of the provider, AppleCare Service Company, Inc.
- (j) The Administrator is Apple Inc. (the "Administrator"), TDLR License #300, a California corporation with its registered office at:

One Apple Park Way  
Cupertino, California 95014  
USA

The Administrator is responsible for the collection and transfer to AppleCare Service Company, Inc. of the purchase price for the Service Plan and for the administration of services under the Service Plan.

(k) Except where prohibited by law, the laws of the State of California govern Service Plans purchased in the United States. If these Terms and Conditions are inconsistent with the laws of any jurisdiction where You purchase this Service Plan, including the laws of Alabama, Arizona, Florida, Georgia, Nevada, Oregon, Vermont, Washington, Wisconsin, and Wyoming, then the laws of that jurisdiction will control.

(l) Support services under this Service Plan may be available in English only.

## **18. Miscellaneous**

### 18.1 No Assignment

Institution may not assign its rights or obligations under a Service Plan without the prior consent of Apple. Any unauthorized assignment will be void.

### 18.2 Force Majeure

Apple will not be liable for performance delays or for non-performance due to causes beyond its reasonable control.

### 18.3 No Waiver

A waiver of any breach or default under this Service Plan shall not constitute a waiver of any subsequent breach or default.

### 18.4 Enforceability

If a court of competent jurisdiction holds that any provision of this Service Plan is invalid or unenforceable, the remaining portions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Service Plan.

### 18.5 Entire Agreement

The Service Plan, including any additional terms referenced on the web pages referenced and incorporated herein, constitutes the entire agreement between Apple and Institution with regard to the Service Plan, including the Support Services, provided hereunder and supersedes all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon Apple unless made in writing and signed by an authorized representative of Apple. Any term or condition on any order or other

document submitted by Institution shall be of no force or effect whatsoever and is specifically rejected.

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

One or more of the terms that appear below may apply to the Service Plan. The terms below may vary from one or more of the terms that appear above this section. Service Plan availability may vary by jurisdiction. The following jurisdiction variations will control if inconsistent with any other provisions of this Plan:

Connecticut Residents. If You purchased the Service Plan in this state, this term applies to the Service Plan:

The expiration date of the Service Plan will automatically be extended by the period that the Covered Equipment is in Apple's custody while it is being serviced. Resolution of Disputes: Disputes may be resolved by arbitration.

Florida Residents. If You purchased the Service Plan in this state, this term applies to the Service Plan:

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

Michigan Residents. If You purchased the Service Plan in this state, this term applies to the Service Plan:

If performance of the Service Plan is interrupted because of a strike or work stoppage at the Apple's place of business or in any Apple service channel, the effective period of the Service Plan shall be extended for the period of the strike or work stoppage.

Nevada Residents. If You purchased the Service Plan in this state, this term applies to the Service Plan:

Section 4.1(h): to repair any damage to the Authorized Device or Included Equipment caused by use with a third-party component or product that does not meet the Apple Product's specifications, or arising from service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP"). This exclusion shall not impact any available service You may have under this Service Plan that is unrelated to the unauthorized component(s) or service.

Cancellations: No Service Plan that has been in effect for at least seventy (70) days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Service Plan, whichever occurs first, except on the following grounds: (i) failure by the holder to pay an amount due; (ii) conviction of the holder of a crime, which results in an increase in the service required; (iii) discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder; (iv) 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 Service Plan and which substantially and materially increases the service required under the Service Plan; or (v) a material change in the nature or extent of the required service

or repair which occurs after the effective date of the Service Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Plan was issued or sold. No cancellation of a Service Plan will become effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder. If You have not made a claim and You return this contract to us, either within twenty (20) days of the date that we mailed the contract to You or within ten (10) days of the date of purchase if You were given a copy of this contract when You purchased it, then this contract shall be void and we will refund to You the purchase price of the contract.

AppleCare Service Company, Inc. backs this Plan for Nevada residents by its full faith and credit.

Except for Authorized Users who must have approval from You or Your Administrator, no prior approval for services or goods covered under the Service Plan is necessary.

New Mexico Residents. If You purchased the Service Plan in this state, this term applies to the Service Plan:

Cancellations: No Service Plan that has been in effect for at least seventy (70) days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Service Plan, whichever occurs first, except on the following grounds: (i) failure by the holder to pay an amount due; (ii) Conviction of the holder of a crime, which results in an increase in the service required; (iii) discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder; (iv) discovery of an act or omission by the holder, or a violation by the holder of any condition of the Service Plan, which occurred after the effective date of the Service Plan and which substantially and materially increases the service required under the Service Plan; or (v) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Plan was issued or sold.

North Carolina Residents. If You purchased the Service Plan in this state, this term applies to the Service Plan:

The purchase of this Service Plan is not required either to purchase or to obtain financing for the Authorized Device or Included Equipment. Apple will not cancel this Service Plan **EXCEPT** for failure to pay the purchase price for the Service Plan or as stated in Section 12 or 13.

Oregon Residents. If You purchased the Service Plan in this state, this term applies to the Service Plan:

For any inquiries regarding Your Service Plan, You can write or call Apple at the address or phone number included in this contract.

Information or data as referred to in Section 16 means data that Institution provides to Apple as part of this Service Plan. It does not mean any confidential or proprietary information or data that is stored on Authorized Devices.

Tennessee Residents. If You purchased the Service Plan in this state, this term applies to the Service Plan:

The term of this Service Plan shall be extended the number of days You are deprived of the use of the product because the product is in repair plus two (2) additional workdays.

Texas Residents. If You purchased the Service Plan in this state, this term applies to the Service Plan:

The provider may cancel this Service Plan with no prior notice for non-payment, misrepresentation, or a substantial breach of a duty by the holder relating to the Authorized Device or Included Equipment or its use.

Wyoming Residents. If You purchased the Service Plan in this state, this term applies to the Service Plan:

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 or provide such notice in Your Apple Business Manager account. Apple will mail or otherwise provide this written notice to You no less than ten (10) days prior to the date when the cancellation will take effect. This written notice to You will contain the date when the cancellation will take effect and the reasons for the cancellation. Apple is not obligated to provide prior notice if cancellation is due to nonpayment of the Service Plan, a material misrepresentation by You to Apple, a substantial breach of Your duties under the Service Plan or a substantial breach of Your duties relating to the Authorized Device or Included Equipment or its use.

Disputes that arise under this Service Plan may be settled in accordance with the Wyoming Arbitration Act.

### **Telephone Numbers**

United States – 800-APL-CARE (800-275-2273)

\* 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 [support.apple.com/en-us/HT201232](https://support.apple.com/en-us/HT201232). Toll-free numbers are not available in all countries.

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