



AppleCare Protection Plan for iPhone

Getting Started Guide

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AppleCare Protection Plan for iPhone

Fact Sheet

Service and support from the people who know your iPhone best

Every iPhone comes with one year of repair coverage and 90 days of technical support. The AppleCare Protection Plan for iPhone extends your coverage to two years from the date of your iPhone purchase.¹ Whether you use iPhone with a Mac or PC, just one phone call can help resolve most issues.

Coverage information

This comprehensive plan is available for all iPhone models within their one-year limited warranty.

If you sell the covered iPhone before the AppleCare Protection Plan for iPhone expires, you may transfer the plan to the new owner.² For each iPhone you want to cover, you must purchase a separate AppleCare Protection Plan for iPhone.

Keep your Proof of Coverage document, the original iPhone sales receipt, and the AppleCare Protection Plan for iPhone receipt. Apple may require proof of purchase if any questions arise about the eligibility of your iPhone for the AppleCare Protection Plan.

Technical support options

If you experience difficulties with your iPhone, try the troubleshooting steps on the iPhone Support website at www.apple.com/support/iphone/. If you're not able to resolve the issue, AppleCare representatives can help troubleshoot your iPhone and its connection with iTunes. Apple technical support contact information and hours of operation are listed in the *Quick Reference Guide*. Under the AppleCare Protection Plan for iPhone, Apple offers the same complete service for both Mac and Windows users.

Hardware service

This plan extends repair and replacement service from the Apple one-year warranty to two years from your iPhone purchase date. This plan also extends service coverage to the iPhone battery when its capacity to hold an electrical charge has depleted fifty percent (50%) or more from its original specification.

Either the carry-in or direct mail-in service option may apply when you obtain service. Refer to the *Quick Reference Guide* for additional details about obtaining service. The replacement equipment that Apple provides as part of the repair or replacement service may be new, used, or refurbished.

1. This plan extends your service coverage to two years from the date of your iPhone purchase. The plan must be purchased while your iPhone is still under its original one-year warranty. Service coverage may be subject to certain restrictions. AppleCare Protection Plan benefits are in addition to any legal rights provided by consumer protection laws in your jurisdiction.
2. See the enclosed *AppleCare Protection Plan Terms and Conditions* for complete details.

AppleCare Protection Plan for iPhone

Quick Reference Guide

Try these simple steps before contacting Apple for help.

If you experience problems with your iPhone, try the troubleshooting steps on the iPhone Support website at www.apple.com/support/iphone/. As a precaution, back up all content before you troubleshoot your iPhone.

Verify that you have the latest iTunes.

You can download the latest iTunes at www.apple.com/itunes/download/.

Visit the iPhone Support website.

The iPhone Support website has links to service option availability, iPhone tutorial, discussions, and other resources to answer various how-to questions, which are available 24 hours a day at www.apple.com/support/iphone/.

Contact Apple for more assistance.

If the steps in this guide do not resolve your issue, contact Apple. An Apple representative will ask you for your AppleCare Protection Plan for iPhone agreement number or your iPhone serial number, which is

located on the SIM tray or in the About screen on your iPhone. From the Home screen, tap Settings > General > About and scroll down.

In the U.S. or Canada

800-My-iPhone (800-694-7466)

Seven days a week

8:00 A.M. to 8:00 P.M. Central time* or

9:00 A.M. to 9:00 P.M. Eastern time*

- * Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and international contact information at www.apple.com/contact/phone_contacts.html.

Terms and Conditions

Your AppleCare Protection Plan for iPhone (herein referred to as the “Plan”) is governed by these Terms and Conditions and constitutes your contract with Apple as described in section 7.1 below. Subject to these Terms and Conditions, your Plan (i) covers defects for the Apple-branded iPhone product listed in your Plan’s Certificate or Proof of Coverage document (“Plan Confirmation”), an Apple-branded iPhone Bluetooth headset, if used with the covered iPhone and originally purchased by you up to two (2) years before your iPhone purchase or during the term of the Plan, and the hardware accessories that are contained in the covered iPhone’s original packaging (collectively the “Covered Equipment”), and (ii) provides you with access to telephone technical support and web-based support resources for the Covered Equipment. To obtain the Plan Confirmation you must register your Plan’s unique agreement or registration number (“Plan Agreement Number”) as described in the instructions included in the Plan’s packaging. Customers choosing the Auto-Registration option, where available, will automatically receive their Plan Confirmation. The duration of the Plan (“Coverage Period”) is for the period ending on the date specified in your Plan Confirmation. The price of the Plan is listed on the Plan’s

original sales receipt. Apple may restrict service provided under this Plan to the Covered Equipment's original country of purchase.

1. Repair Coverage

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

software residing or recorded in the Covered Equipment, before making the Covered Equipment available for service.

- b. *Limitations.* The Plan does not cover:
- (i) Installation, removal or disposal of the Covered Equipment, or installation, removal, repair, or maintenance of non-Covered Equipment (including accessories, attachments, or other devices) or network or cellular service external to the Covered Equipment;
 - (ii) Damage to the Covered Equipment caused by accident, abuse, neglect, misuse (including faulty installation, repair or maintenance by anyone other than Apple or an Apple Authorized Service Provider), unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes;
 - (iii) Covered Equipment with a serial number that has been altered, defaced or removed;
 - (iv) Problems caused by a device that is not the Covered Equipment, including equipment that is not Apple-branded, whether or not purchased at the same time as the Covered Equipment;

- (v) Service necessary to comply with the regulations of any government body or agency arising after the date of this Plan;
- (vi) Problems caused by the function of a network or cellular service or viruses or other software problems introduced into the Covered Equipment;
- (vii) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety;
- (viii) Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
- (ix) Preventative maintenance on the Covered Equipment;
- (x) The provision of replacement equipment during the period when the Covered Equipment is being serviced;
- (xi) Damage to, or loss of any software or data residing or recorded in the Covered Equipment. THE CONTENTS OF YOUR IPHONE WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF SERVICE. Your iPhone or a replacement iPhone will be returned to you as your iPhone was configured when originally purchased, subject to applicable updates. Apple may install system software (“iPhone OS”) updates as part of your service that will prevent the iPhone from reverting to an earlier version of the

- iPhone OS. Third party applications installed on the iPhone may not be compatible or work with the iPhone as a result of the iPhone OS update. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Plan;
- (xii) Defects caused by normal wear and tear or otherwise due to normal aging of the product;
 - (xiii) Protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship, and ; or
 - (xiv) Except as specifically provided herein, any other damages that do not arise from defects in materials and workmanship or ordinary and customary usage of the Covered Equipment.
- c. *Service Options.* Apple may provide service through one or more of the following options:
- (i) *Carry-in service.* Return the Covered Equipment requiring service to an Apple-owned retail store location offering carry-in service. Service will be performed at the location, or the store may send the Covered Equipment to an Apple repair service location to be repaired. Once you are notified that service is complete, you will promptly retrieve the product.

- (ii) *Direct mail-in service.* If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid way bills (and if you no longer have the original packaging, Apple may send you packaging material) and you will ship the Covered Equipment to Apple's repair service location in accordance with its instructions. Once service is complete, the Apple repair service location will return the Covered Equipment to you. Apple will pay for shipping to and from your location if all instructions are followed.
- (iii) Do-It-Yourself Parts service is available for many Covered Equipment parts or accessories, 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 a replacement part to you with installation instructions 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 or return a replaced part that is ineligible for service, 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) Apple is not responsible for any labor costs you incur relating to Do-It-Yourself Parts service. Should you require further assistance, contact Apple at the toll-free telephone number listed below.

Apple reserves the right to change the method by which Apple may provide repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service. Service options, parts availability and response times may vary.

- d. *Obtaining Repair or Replacement Service.* To obtain service under this Plan, access the Apple website (www.apple.com/support) or call the toll-free telephone number listed below. Telephone

numbers may vary according to your location. When accessing the website, follow the instructions for requesting repair service provided by Apple. If calling, an Apple technical support representative will answer, request your Plan Agreement Number, advise you and determine what service is necessary for the Covered Equipment. All service is subject to Apple's prior approval. Location of service may vary due to your location. Keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan. Proof of purchase may be required if there is any question as to your product's eligibility for Plan coverage.

2. Technical Support

- a. *Telephone and Web Support.* Your eligibility for technical support begins on the date your Covered Equipment's complimentary technical support expires or the date your Coverage Period begins, whichever is later, and terminates at the end of the Coverage Period ("Technical Coverage Period"). During the Technical Coverage Period Apple will provide you with access to telephone technical support and web-based technical support resources. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when

hardware repairs are required. Apple will provide technical support for the Covered Equipment, iPhone OS, software applications that are pre-installed with the Covered Equipment (“iPhone Software”) and connectivity issues between the Covered Equipment and a supported computer, meaning a computer that meets the Covered Equipment’s connectivity specifications and runs an operating system that is supported by the Covered Equipment. Apple will provide support for the then-current version of the iPhone OS and iPhone Software, and the prior Major Release. For purposes of this section, “Major Release” means a significant version of software that is commercially released by Apple in a release number format such as “1.0” or “2.0” and which is not in beta or pre-release form.

- b. *Limitations.* The Plan does not cover:
- (i) Issues that could be resolved by upgrading software to the then current version;
 - (ii) Your use of or modification to the Covered Equipment, the iPhone OS or iPhone Software in a manner for which the Covered Equipment or software is not intended to be used or modified;
 - (iii) Third-party products or their effects on or interactions with the Covered Equipment, the iPhone OS or iPhone Software;
 - (iv) Your use of a computer or operating system that is unrelated

- to iPhone Software or connectivity issues with the Covered Equipment;
- (v) Apple software other than the iPhone OS or iPhone Software, as covered under the Plan;
 - (vi) iPhone OS software or any Apple-branded software designated as “beta,” “prerelease,” or “preview” or similarly labeled software; and
 - (vii) Damage to, or loss of any software or data residing or recorded in the Covered Equipment.
- c. *Obtaining Technical Support.* You may obtain technical support by calling the toll-free telephone number listed below. The Apple technical support representative will provide you technical support. Apple’s hours of service are described below. Apple reserves the right to change its hours of technical service and telephone numbers at any time. Web-based support resources are offered to you at the Apple website (www.apple.com/support).

3. Your Responsibilities

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

- a. Provide your Plan Agreement Number and serial number of the Covered Equipment;
- b. Provide information about the symptoms and causes of the

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

4. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APPLE'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. APPLE SPECIFICALLY DOES NOT WARRANT THAT 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. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

5. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel either call Apple at the telephone number below, or send or fax written notice with your Plan Agreement Number to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. (fax number

512-674-8125). A copy of the Plan's original proof of purchase must accompany your notice. Unless local law provides otherwise, if you cancel within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund less the value of any service provided under the Plan. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the original purchase price, based on the percentage of unexpired Coverage Period, less (a) a cancellation fee of twenty-five (\$25 USD) dollars or ten percent (10%) of the pro-rata amount, whichever is less, and (b) the value of any service provided to you under the Plan. Unless applicable local law provides otherwise, Apple may cancel this Plan if service parts for the Covered Equipment become unavailable, upon thirty (30) days' prior written notice. If Apple cancels this Plan, you will receive a pro-rata refund for the Plan's unexpired term.

6. Transfer of Plan

Subject to the restrictions set forth below, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (a) the transfer must include the original Proof of Purchase, the Plan's Certificate and all of the Plan's packaging material, including printed materials and these Terms and Conditions; (b) you notify Apple of the transfer by sending, faxing or emailing notice of transfer to Apple Inc., ATTN: Agreement Administration,

MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S., fax number 916-399-7337 or agmts_transfer@apple.com, respectively, and (c) the party receiving the Plan reads and agrees to accept the Terms and Conditions of the Plan. When notifying Apple of the transfer of the Plan, you must provide the Plan Agreement Number, the serial numbers of the Covered Equipment being transferred, and the name, address, telephone number and email address of the new owner.

7. General Terms

- a. Apple may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
- b. Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.
- c. You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.
- d. This Plan is offered and valid only in the United States of America. This Plan is not offered to persons who have not reached the age of majority. This Plan may not be available in all states, and is not available where prohibited by law.
- e. In carrying out its obligations Apple may, at its discretion and solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between you and Apple.

- f. You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with the Apple Customer Privacy Policy.
- g. Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Apple regarding the processing of data, and Apple will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding how your data may be impacted by being processed in this way, contact Apple at the telephone numbers provided.
- h. Apple will protect your information in accordance with Apple Customer Privacy Policy available at URL www.apple.com/legal/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 to update your personal contact preferences or you may contact Apple at privacy@apple.com.

- i. The Terms and Conditions of this Plan prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's entire understanding with respect to the Plan.
- j. Your rights under the Plan are in addition to any warranty rights you may be entitled to. You must purchase and register the Plan while your Apple-branded iPhone is within Apple's One Year Limited warranty. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.
- k. There is no informal dispute settlement process available under this Plan.
- l. For Plans sold in the United States, "Apple" is **AppleCare Service Company, Inc.** an Arizona corporation with its registered office at c/o CT Corporation System, 2394 East Camelback Road, Phoenix, Arizona 85016, doing business in the state of Texas as Apple CSC, Inc., and the obligations of such Plans are backed by the full faith and credit of the provider, AppleCare Service Company, Inc.
- m. The Administrator for Plans sold in the United States is Apple Inc. (the "Administrator"), a California corporation with its registered office at 1 Infinite Loop, Cupertino, California 95014. The Administrator is responsible for the collection and transfer to AppleCare Service Company, Inc. of the purchase price for the Plan and for the administration of claims under the Plan.

- n. Except where prohibited by law, the laws of the state of California govern Plans purchased in the United States. If the laws of any jurisdiction where this Plan is purchased are inconsistent with these terms, including the jurisdictions of Arizona, Florida, Georgia, Nevada, Oregon, Vermont, Washington, and Wyoming, the laws of that jurisdiction will control.
- o. Support services under this Plan may be available in English only.
- p. There is no deductible payment due in respect of a claim made under this Plan.
- q. The Plan will not be cancelled due to pre-existing conditions in the Covered Equipment that are eligible for service under the Plan.

8. State Variations

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

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

If you cancel this Plan pursuant to Section 5 of these Terms and Conditions, and we fail to refund the purchase price to you within thirty (30) days for California, New York, Missouri and Washington residents, within forty-five (45) days for Alabama, Hawaii, Maryland,

Minnesota, Nevada, South Carolina, Texas and Wyoming residents, and within sixty (60) days for New Mexico residents, we are required to pay you a penalty of 10% per month for the unpaid amount due and owing to you. The right to cancel and receive this penalty payment only applies to the original owner of the Agreement and may not be transferred or assigned. The obligations of the provider under this service contract are backed by the full faith and credit of the provider, AppleCare Service Company, Inc.

California Residents

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

Colorado Residents

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

Connecticut Residents

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

Florida Residents

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

Michigan Residents

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

Nevada Residents

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

- a. Failure by the holder to pay an amount due;
- b. Conviction of the holder of a crime which results in an increase in the service required;
- c. Discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder;
- d. Discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the

effective date of the Plan and which substantially and materially increases the service required under the Plan;

- e. A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

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

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

- (i) If Apple cancels this Plan, Apple shall refund to Nevada consumers the portion of the purchase price that is unearned. Apple may deduct any outstanding balance on your account from the amount of the purchase price that is unearned when calculating the amount of the refund. If Apple cancels a contract pursuant to NRS 690C.270, it may not impose a cancellation fee.
- (ii) Except as otherwise provided in this section, a Nevada resident who is the original purchaser of this Plan, who submits to Apple a request in writing to cancel the Plan in accordance with the terms of the Plan, shall receive a refund of the portion of the Plan's purchase price that is unearned.

- (iii) If you request the cancellation of this Plan, Apple may impose the cancellation fee described in the Plan, but will not deduct the value of any service provided.
- (iv) When Apple calculates the amount of a refund pursuant to subsection (ii), it may deduct from the portion of the purchase price that is unearned: (a) any outstanding balance on the account; and (b) any cancellation fee imposed pursuant to this Plan. AppleCare Service Company, Inc. backs this Plan for Nevada residents by its full faith and credit.

New Hampshire Residents

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

New Mexico Residents

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

- a. Failure by the holder to pay an amount due;

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

North Carolina Residents

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

Oregon Residents

In the event you do not receive satisfaction under this contract, you may contact the Oregon Department of Consumer and Business Services by mail at the Department of Consumer and Business

Services, Oregon Insurance Division, 350 Winter Street NE, Salem, OR 97301; or by telephone via Consumer Advocacy, at 888-877-4894.

South Carolina Residents

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

Tennessee Residents

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

Texas Residents

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

Wisconsin Residents

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

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

Wyoming Residents

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

duties under the Plan or a substantial breach of your duties relating to the Covered Equipment or its use.

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

Toll-Free Numbers

In the U.S:

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

Seven days a week

8:00 A.M. to 8:00 P.M. Central time*

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

APP iPhone NA v5.3

Terms and Conditions

Your AppleCare Protection Plan for iPhone (herein referred to as the “Plan”) is governed by these Terms and Conditions and constitutes your contract with Apple Canada Inc., 7495 Birchmount Road, Markham, Ontario, L3R 5G2, Canada. Subject to these Terms and Conditions, your Plan (i) covers defects for the Apple-branded iPhone product listed in your Plan’s Certificate or Proof of Coverage document (“Plan Confirmation”), an Apple-branded iPhone Bluetooth headset if used with the covered iPhone and originally purchased by you within two (2) years from the purchase of the Plan and the hardware accessories that are contained in the covered iPhone’s original packaging (collectively the “Covered Equipment”), and (ii) provides you with access to telephone support and web-based support resources for the Covered Equipment. To obtain the Plan Confirmation you must register your Plan’s unique agreement or registration number (“Plan Agreement Number”) as described in the instructions included in the Plan’s packaging. Customers choosing the Auto-Registration option, where available, will automatically receive their Plan Confirmation. The duration of the Plan (“Coverage Period”) is for the period ending on the date

specified in your Plan Confirmation. The price of the Plan is listed on the Plan's original sales receipt. Apple may restrict service provided under this Plan to Canada.

1. Repair Coverage

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

software residing or recorded in the Covered Equipment, before making the Covered Equipment available for service.

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

- (i) Installation, removal or disposal of the Covered Equipment, or installation, removal, repair, or maintenance of non-Covered Equipment (including accessories, attachments, or other devices) or network or cellular service external to the Covered Equipment;
- (ii) Damage to the Covered Equipment caused by accident, abuse, neglect, misuse (including faulty installation, repair or maintenance by anyone other than Apple or an Apple Authorized Service Provider), unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes;
- (iii) Covered Equipment with a serial number that has been altered, defaced or removed;
- (iv) Problems caused by a device that is not the Covered Equipment, including equipment that is not Apple-branded, whether or not purchased at the same time as the Covered Equipment;

- (v) Service necessary to comply with the regulations of any government body or agency arising after the date of this Plan;
- (vi) Problems caused by the function of a network or cellular service or viruses or other software problems introduced into the Covered Equipment;
- (vii) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety;
- (viii) Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
- (ix) Preventative maintenance on the Covered Equipment;
- (x) The provision of replacement equipment during the period when the Covered Equipment is being serviced;
- (xi) Damage to, or loss of any software or data residing or recorded in the Covered Equipment. THE CONTENTS OF YOUR iPhone WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF SERVICE. Your iPhone or a replacement iPhone will be returned to you as your iPhone was configured when originally purchased, subject to applicable updates. Apple may install system software (“iPhone OS”) updates as part of your service that will prevent the iPhone from reverting to an earlier version of the iPhone OS. Third

- party applications installed on the iPhone may not be compatible or work with the iPhone as a result of the iPhone OS update. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Plan;
- (xii) Defects caused by normal wear and tear or otherwise due to normal aging of the product;
 - (xiii) Protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship; or
 - (xiv) Except as specifically provided herein, any other damages that do not arise from defects in materials and workmanship or ordinary and customary usage of the Covered Equipment.
- c. *Service Options.* Apple may provide service through one or more of the following options:
- (i) Carry-in service. Return the Covered Equipment requiring service to an Apple-owned retail store location offering carry-in service. Service will be performed at the location, or the store may send the Covered Equipment to an Apple repair service location to be repaired. Once you are notified that service is complete, you will promptly retrieve the product.

- (ii) Direct mail-in service. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid way bills (and if you no longer have the original packaging, Apple may send you packaging material) and you will ship the Covered Equipment to Apple's repair service location in accordance with its instructions. Once service is complete, the Apple repair service location will return the Covered Equipment to you. Apple will pay for shipping to and from your location if all instructions are followed.
- (iii) Do-It-Yourself Parts service is available for many Covered Equipment parts or accessories, 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 with installation instructions 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 or return a replaced part that is ineligible for service, 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) Apple is not responsible for any labor costs you incur relating to Do-It-Yourself Parts service. Should you require further assistance, contact Apple at the toll-free telephone number listed below.

Apple reserves the right to change the method by which Apple may provide repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service. Service options, parts availability and response times may vary.

d. *Obtaining Repair or Replacement Service*

To obtain service under this Plan, access the Apple website (www.apple.com/ca/support or

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

2. Technical Support

- a. *Telephone and Web Support.* Your eligibility for technical support begins on the date your Covered Equipment's complimentary technical support expires or the date your Coverage Period begins, whichever is later, and terminates at the end of the Coverage Period ("Technical Coverage Period"). During the Technical Coverage Period Apple will provide you with access to telephone technical support and web-based technical support resources. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing

files; interpreting system error messages; and determining when hardware repairs are required. Apple will provide technical support for the Covered Equipment, iPhone OS, software applications that are pre-installed with the Covered Equipment (“iPhone Software”) and connectivity issues between the Covered Equipment and a supported computer, meaning a computer that meets the Covered Equipment’s connectivity specifications and runs an operating system that is supported by the Covered Equipment. Apple will provide support for the then-current version of the iPhone OS and iPhone Software, and the prior Major Release. For purposes of this section, “Major Release” means a significant version of software that is commercially released by Apple in a release number format such as “1.0” or “2.0” and which is not in beta or pre-release form.

- b. *Limitations.* The Plan does not cover:
- (i) Issues that could be resolved by upgrading software to the then current version;
 - (ii) Your use of or modification to the Covered Equipment, the iPhone OS or iPhone Software in a manner for which the Covered Equipment or software is not intended to be used or modified;
 - (iii) Third-party products or their effects on or interactions with the Covered Equipment, the iPhone OS or iPhone Software;

- (iv) Your use of a computer or operating system that is unrelated to iPhone Software or connectivity issues with the Covered Equipment;
 - (v) Apple software other than the iPhone OS or iPhone Software, as covered under the Plan;
 - (vi) iPhone OS software or any Apple-branded software designated as “beta,” “prerelease,” or “preview” or similarly labeled software; and
 - (vii) Damage to, or loss of any software or data residing or recorded in the Covered Equipment.
- c. *Obtaining Technical Support.* You may obtain technical support by calling the toll-free telephone number listed below. The Apple technical support representative will provide you technical support. Apple’s hours of service are described below. Apple reserves the right to change its hours of technical service and telephone numbers at any time. Web-based support resources are offered to you at the Apple website (www.apple.com/ca/support and <http://www.apple.com/ca/fr/support>).

3. Your Responsibilities

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

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

4. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO

MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APPLE'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. APPLE SPECIFICALLY DOES NOT WARRANT THAT 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. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

5. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel either call Apple at the telephone number below, or send or fax written notice with your Plan Agreement Number to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. (fax number 512-674-8125). A copy of the Plan's original proof of purchase must accompany your notice. Unless local law provides otherwise, if you cancel within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund less the value of any service provided under the Plan. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the original purchase price, based on the percentage of unexpired Coverage Period, less (a) a cancellation fee of twenty-five (\$25 USD) dollars or ten percent (10%) of the pro-rata amount, whichever is less, and (b) the value of any service provided to you under the Plan. Unless applicable local law provides otherwise, Apple may cancel this Plan if service parts for the Covered Equipment become unavailable, upon thirty (30) days' prior written notice. If Apple cancels this Plan, you will receive a pro-rata refund for the Plan's unexpired term.

6. Transfer of Plan

Subject to the restrictions set forth below, you may make a one-time permanent transfer of all of your rights under the Plan to another

party, provided that: (a) the transfer must include the original Proof of Purchase, the Plan's Certificate and all of the Plan's packaging material, including printed materials and these Terms and Conditions; (b) you notify Apple of the transfer by sending, faxing or e-mailing notice of transfer to Apple Inc., ATTN: Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S., fax number 916-399-7337 or agmts_transfer@apple.com, respectively, and (c) the party receiving the Plan reads and agrees to accept the Terms and Conditions of the Plan. When notifying Apple of the transfer of the Plan, you must provide the Plan Agreement Number, the serial numbers of the Covered Equipment being transferred, and the name, address, telephone number and email address of the new owner.

7. General Terms

- a. Apple may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
- b. Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.
- c. You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.

- d. This Plan is offered and valid only in Canada. This Plan is not offered to persons who have not reached the age of majority. This Plan is not available where prohibited by law.
- e. In carrying out its obligations Apple may, at its discretion and solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between you and Apple.
- f. You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with the Apple Customer Privacy Policy.
- g. Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Apple regarding the processing of data, and Apple will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding how your data may be impacted by being processed in this way, contact Apple at the telephone numbers provided.

- h. Apple will protect your information in accordance with Apple Customer Privacy Policy available at URL www.apple.com/legal/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 to update your personal contact preferences or you may contact Apple at privacy@apple.com.
- i. The Terms and Conditions of this Plan prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's entire understanding with respect to the Plan.
- j. Your rights under the Plan are in addition to any warranty rights you may be entitled to. You must purchase and register the Plan while your Apple-branded iPhone is within Apple's One Year Limited warranty. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.
- k. There is no informal dispute settlement process available under this Plan.
- l. The obligations of such Plans are backed by the full faith and credit of the provider, Apple Canada Inc.

- m. The laws of the Province of Ontario shall be the relevant law of this Plan. This choice of law does not include the conflicts of laws provisions thereof nor the UN Sales Convention.
- n. There is no deductible payment due in respect of a claim made under this Plan.

Toll-Free Numbers

In Canada:

800-263-3394

Seven days a week

9:00 A.M. to 9:00 P.M. Eastern time*

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

APP iPhone Canada v1.4

Fiche d'informations

Des services et une assistance fournis par les personnes qui connaissent le mieux votre iPhone

Chaque iPhone bénéficie d'une garantie d'un an sur les réparations et d'une assistance technique de 90 jours. Le programme AppleCare Protection Plan pour iPhone prolonge la durée de votre couverture à deux ans à compter de la date d'achat de votre iPhone.¹ Que vous utilisiez l'iPhone avec un Mac ou un PC, un coup de fil peut suffire pour résoudre vos problèmes.

Informations concernant la garantie

Ce programme complet est disponible pour tous les modèles iPhone couverts par la garantie limitée d'un an. Si vous vendez l'iPhone couvert avant l'expiration du contrat AppleCare Protection Plan pour iPhone, vous pouvez transférer le programme au nouveau propriétaire.² Pour chaque iPhone que vous souhaitez couvrir, vous devez acheter un contrat AppleCare Protection Plan pour iPhone séparé.

Veillez à conserver le document faisant office de preuve de garantie, c'est-à-dire la facture originale de l'iPhone ou de l'AppleCare Protection Plan pour iPhone. Une preuve d'achat peut vous être demandée par

Apple en cas de doute concernant l'application de la couverture à votre iPhone par le programme AppleCare Protection Plan.

Options d'assistance technique

Si des problèmes se présentent lors de l'utilisation de votre iPhone, suivez les instructions de dépannage présentes sur le site web d'assistance iPhone à l'adresse www.apple.com/ca/fr/support/iphone/. Si vous ne parvenez pas à résoudre le problème, le personnel AppleCare peut vous aider à dépanner votre iPhone et dépanner des problèmes de connexion avec iTunes. Vous trouverez la liste des coordonnées et des horaires du service d'assistance technique d'Apple dans le *Guide de référence rapide*. Sous la garantie du programme AppleCare Protection Plan pour iPhone, Apple fournit le même service d'assistance complet aux utilisateurs Mac et aux utilisateurs Windows.

Service de réparation du matériel

Ce programme étend le service de réparation et de remplacement de la garantie Apple d'un an à deux ans à compter de la date d'achat de votre iPhone. Il prolonge également la couverture de service sur la batterie iPhone lorsque sa capacité à retenir une charge électrique est réduite de cinquante pour cent (50 %) ou plus par rapport à sa capacité d'origine.

Les options de service après-vente en magasin ou d'enlèvement à domicile par transporteur peuvent s'appliquer. Reportez-vous au *Guide de référence rapide* pour en savoir plus sur l'obtention du service.

L'équipement de remplacement fourni par Apple dans le cadre du service de réparation ou de remplacement peut être neuf, d'occasion ou reconditionné.

1. Ce programme étend votre couverture de service à deux ans à compter de la date d'achat de votre iPhone. Le plan doit être acheté lorsque votre iPhone est encore sous sa garantie d'origine d'un an. La couverture du service peut être soumise à certaines conditions. Les avantages du programme AppleCare Protection Plan s'ajoutent à ceux de tous les droits légaux garantis par les lois de protection du consommateur dans votre juridiction.
2. Pour de plus amples informations, consultez les *Conditions Générales du programme AppleCare Protection Plan*.

Guide de référence rapide

Essayez les opérations faciles à réaliser suivantes avant d'appeler Apple pour obtenir de l'aide.

Si vous avez des problèmes avec votre iPhone, essayez les procédures de dépannage disponibles sur le site web d'assistance iPhone à l'adresse www.apple.com/ca/fr/support/iphone/. Par mesure de précaution, il est recommandé de sauvegarder le contenu de votre iPhone avant d'appliquer ces procédures.

Vérifiez que vous disposez de la dernière version d'iTunes disponible.

Vous pouvez télécharger la dernière version d'iTunes à l'adresse www.apple.com/ca/fr/itunes/download/.

Consultez le site web d'assistance iPhone.

Sur le site web d'assistance iPhone, vous trouverez des liens permettant de vérifier la disponibilité d'une option de réparation, des guides d'initiation relatifs à l'iPhone, des forums de discussion et d'autres ressources répondant à des questions variées concernant l'utilisation et le dépannage. Ces ressources sont disponibles 24 heures sur 24 à l'adresse www.apple.com/ca/fr/support/iphone/.

Coordonnées d'assistance Apple.

Si ces procédures ne permettent pas de résoudre le problème, contactez Apple pour obtenir une assistance. Lorsque vous appelez Apple, il vous est demandé d'indiquer le numéro de votre AppleCare Protection Plan pour iPhone ou le numéro de série de votre iPhone situé dans le compartiment de la SIM ou repris dans l'écran « À propos de » de l'appareil. Sur l'écran d'accueil, sélectionnez Réglages > Général > À propos de, puis faites défiler vers le bas.

Canada

1-800-263-3394

7 jours sur 7

De 9H00 à 21H00 (Heure de l'Est)

- * Les numéros de téléphone et les heures d'ouverture au public peuvent varier et sont susceptibles de changer. Vous trouverez la toute dernière liste des contacts nationaux et internationaux à l'adresse www.apple.com/contact/phone_contacts.html.

Modalités

Votre programme AppleCare Protection Plan pour iPhone (ci-après le « Programme ») est régi par les présentes modalités et ces modalités constituent votre contrat auprès d'Apple Canada Inc., 7495, Birchmount Road, Markham (Ontario) L3R 5G2 Canada. Sujet aux présentes modalités, votre Programme (i) couvre les vices du ou des produits iPhone de marque Apple énumérés dans le Certificat ou la Preuve de garantie de votre Programme (ci-après « Confirmation d'adhésion au Programme ») et un micro-casque Bluetooth pour iPhone s'il est utilisé avec l'iPhone couvert et acheté à l'origine par vous dans les deux (2) ans de l'achat du Programme, ainsi que les matériels inclus dans l'emballage original de l'iPhone (collectivement désigné comme le « Produit couvert »), et (ii) vous fournit une assistance téléphonique et l'accès à des ressources d'aide Internet pour le Produit couvert. Pour obtenir la Confirmation d'adhésion au Programme, vous devez enregistrer votre numéro unique de contrat ou d'adhésion (ci-après « Numéro de contrat du Programme ») tel que indiqué aux instructions incluses dans l'emballage du Programme. Les Clients qui ont choisi l'option d'adhésion automatique (Auto-Registration), dans les cas où elle est offerte, recevront automatiquement une Confirmation d'adhésion au

Programme. Le terme de ce Programme (ci-après « Période de garantie ») est pour la période terminant à la date indiquée à la Confirmation d'adhésion au Programme. Le prix du Programme figure sur l'original de la facture du Programme. Apple peut limiter la prestation de service en vertu du Programme au Canada.

1. Garantie de réparation

- a. *Portée de la Garantie.* Votre garantie couvrant les vices prend effet à la date d'expiration et de terminaison de votre garantie matérielle Apple pour le Produit couvert (« Période de la garantie de réparation »). Apple s'engage, à sa discrétion, à réparer ou à remplacer le Produit couvert affecté (a) si au cours de la Période de la garantie de réparation, le Produit couvert présente des vices de matériau ou de main-d'œuvre, ou (b) si au cours de la Période de la garantie, la capacité de la pile iPhone couverte de maintenir une charge électrique a diminué de cinquante pour cent (50%) ou plus de ses caractéristiques originales (après avoir été entièrement rechargé et le matériel iPhone couvert joue de la musique ou vidéo quand toutes les options sont à leur état initial). Apple fournira les pièces et la main-d'œuvre, mais pourra vous demander de remplacer vous-même certaines pièces faciles à installer. Ce processus est décrit ci-dessous. Le produit de remplacement et les pièces de rechange fournis par Apple peuvent être fabriqués à partir de pièces neuves, fournis

par Apple peuvent être fabriqués à partir de pièces neuves ou équivalentes à neuf du point de vue de rendement et fiabilité. Toute pièce de rechange ou produit de remplacement sera équivalent du point de vue fonctionnel à la pièce ou au produit remplacé, et demeurera couvert pour la Période de garantie restant à courir en vertu du Programme. Toute pièce ou produit remplacé devient la propriété d'Apple. Apple vous recommande fortement d'enregistrer comme copie de sauvegarde des données et logiciels qui résident ou sont stockés dans le Produit couvert avant d'assurer la disponibilité du Produit couvert pour le service de réparation ou de remplacement.

- b. *Exclusions.* Ce Programme ne couvre pas:
- (i) l'installation, l'enlèvement ou le déplacement du Produit couvert; l'installation, l'enlèvement, le déplacement, la réparation ou l'entretien d'un produit non couvert (y compris les accessoires, périphériques ou autres dispositifs tels que les modems externes); du service de réseau ou cellulaire qui n'est pas inhérent au Produit couvert;
 - (ii) les dommages au Produit couvert attribuables à un accident, à un abus, à une négligence, à une mauvaise utilisation (notamment l'installation, la réparation ou l'entretien inappropriés réalisés par quelqu'un d'autre qu'Apple ou qu'un prestataire de services agréé Apple), la modification

non autorisée, un environnement inadapté (notamment une température ou une humidité inadéquates), des contraintes ou des interférences physiques ou électriques inhabituelles, une variation ou surtension de l'alimentation électrique, la foudre, l'électricité statique, un incendie ou un cas fortuit ou une autre cause étrangère;

- (iii) le Produit couvert dont le numéro de série a été modifié, dégradé ou supprimé;
- (iv) des problèmes causés par un dispositif étranger au Produit couvert, y compris le matériel qui n'est pas de marque Apple, qu'il ait été ou non acquis au même moment que le Produit couvert;
- (v) le service nécessaire pour assurer la conformité avec la réglementation d'une agence ou d'un organisme gouvernemental, qui aurait été adoptée après la date de ce Programme;
- (vi) les problèmes causés par le fonctionnement d'un service de réseau ou cellulaire, par des virus ou d'autres problèmes de logiciels introduits dans le Produit couvert;
- (vii) le Produit couvert qui aurait été perdu ou volé. Ce Programme ne couvre que le Produit couvert qui est retourné à Apple dans son intégralité;

- (viii) les dommages esthétiques causés au Produit couvert (notamment, les égratignures, le bossellement et le bris des pièces en plastique des ports);
- (ix) l'entretien préventif du Produit couvert;
- (x) la mise à disposition de produits de remplacement au cours de la période de prestation de service;
- (xi) les dommages affectant ou perte des logiciels ou données qui résident ou sont stockés dans le Produit couvert. **LES CONTENUS DE VOTRE iPhone SERONT PERDUS ET LE SUPPORT DE STOCKAGE SERA REFORMATÉ DURANT LA PRESTATION DU SERVICE.** Votre iPhone ou un iPhone de rechange vous sera retourné selon la configuration qui existait au moment de son achat, sous réserve des mises à jour applicables. Apple pourrait au titre du service, installer des mises à jour du logiciel de base (« iPhone OS ») qui empêcheront l'iPhone de revenir à une version précédente de l'iPhone OS. Les applications de tiers installées sur l'iPhone peuvent ne pas être compatibles ni fonctionner à la suite de la mise à jour de l'iPhone OS. Vous êtes responsable de la réinstallation des autres programmes logiciels, données et mots de passe. La récupération et la réinstallation des programmes logiciels et données de l'utilisateur ne sont pas couvertes par le présent Programme;

- (xii) les défauts résultant d'usure normale ou autrement du vieillissement normal du produit;
 - (xiii) les revêtements protecteurs qui selon leur conception, diminuent avec le temps à moins que le défaut résulte d'un vice de matériau ou de main-d'œuvre; et
 - (xiv) sauf tel que prévu expressément aux présentes, tout autre dommage résultant d'un vice de matériau ou de main-d'œuvre ou de l'utilisation ordinaire et habituelle du Produit couvert.
- c. *Options offertes pour le service.* Apple pourra fournir la prestation des services en question moyennant l'une ou plusieurs des méthodes suivantes:
- (i) Service après-vente en magasin. Vous devez remettre le Produit couvert défectueux à un magasin de détail appartenant à Apple qui offre un service après-vente en magasin. Les services de réparation ou de remplacement seront réalisés sur place ou dans un centre de réparation Apple auquel le magasin aura fait parvenir le Produit couvert qui devrait être réparé. Vous devez récupérer le Produit promptement après avoir été avisé de sa réparation ou de son remplacement.
 - (ii) Le service de réparation par envoi du matériel en panne par courrier. Lorsque Apple décide que votre Produit

couvert peut être réparé moyennant ce service, Apple vous enverra des lettres de transport prépayées (et au cas où vous ne posséderiez plus l'emballage original, Apple peut vous faire parvenir un emballage) afin que vous expédiez le Produit couvert à l'un des centres de réparation Apple conformément à ses instructions. Lorsque la réparation est terminée, le centre de réparation Apple vous renvoie le Produit couvert. Apple paiera les frais d'expédition aller-retour à partir de l'endroit où est situé le Produit couvert à la condition que vous respectiez toutes les instructions fournies par Apple.

- (iii) Le service de réparation par envoi de pièces à installer vous-même est offert pour un grand nombre de pièces du Produit couvert, afin que vous répariez votre propre produit. Lorsque les circonstances permettent ce service, la procédure suivante s'applique.
 - (A) Le service de réparation par envoi de pièces à installer vous-même pour lequel Apple exige le retour des pièces remplacées. Apple peut exiger une autorisation de débit du compte de votre carte de crédit comme garantie du prix de détail de la pièce de rechange et des frais d'expédition applicables. Si vous n'êtes pas en mesure de fournir une telle autorisation, le service de réparation

par envoi de pièces à installer vous-même peut vous être refusé, et Apple vous proposera d'autres solutions pour la réparation. Apple vous expédiera une pièce de rechange avec des instructions sur son installation et toute exigence relative au retour de la pièce remplacée. Si vous vous conformez aux instructions, Apple annulera l'autorisation de débit du compte de votre carte de crédit, de sorte que votre compte ne sera pas débité pour le prix de la pièce et les frais de transport aller-retour à partir de l'endroit où le Produit couvert est situé. Si vous omettez de retourner la pièce remplacée de la manière prescrite ou si vous retournez une pièce qui n'est pas admissible au service, Apple facturera le compte de votre carte de crédit pour le montant autorisé.

- (B) Le service de réparation par envoi de pièces à installer vous-même pour lequel Apple n'exige pas le retour des pièces remplacées. Apple vous enverra gratuitement une pièce de rechange accompagnée des instructions pour l'installation et toute condition relative à la disposition de la pièce remplacée.
- (C) Apple n'est pas responsable du coût de la main-d'œuvre relié au service de réparation par envoi de pièces à installer vous-même. Si vous exigez une assistance

supplémentaire, veuillez communiquer avec Apple au numéro de téléphone sans frais indiqué ci-dessous.

Apple se réserve le droit de modifier à tout moment la méthode par laquelle Apple peut vous fournir le service de réparation ou de remplacement, et le droit de votre Produit couvert à bénéficier d'une méthode particulière de service. Les options de service, la disponibilité des pièces de rechange et le temps de réponse sont susceptibles de varier

d. *Obtention d'un service de réparation ou de remplacement*

Pour obtenir un service en vertu du présent Programme, veuillez visiter le site web d'Apple (www.apple.com/support ou <http://www.apple.com/ca/fr/support>) ou composer le numéro de téléphone sans frais indiqué ci-dessous. Les numéros de téléphone peuvent varier selon votre localisation. Lorsque vous accéderez au site web, suivez les instructions pour la demande de service de réparation fournies par Apple. Si vous appelez le numéro de téléphone, un représentant du service d'assistance technique répondra, demandera votre Numéro de contrat du Programme, vous conseillera et déterminera quel service est requis pour le Produit couvert. Tout service est sujet à l'approbation préalable d'Apple. L'endroit de service peut varier à cause de votre localisation. Conservez votre Confirmation d'adhésion au Programme ainsi que l'original de la facture

afférente au Produit couvert et à votre adhésion au Programme. Une preuve d'achat peut vous être demandée en cas de doute concernant la couverture de votre produit par le Programme .

2. Assistance technique

- a. *Assistance technique par téléphone ou Internet.* Votre admissibilité à l'assistance technique prend effet à la date d'expiration de l'assistance technique gratuite ou la date de commencement de votre Période de la garantie, selon la date la plus tardive, et termine à la fin de la Période de la garantie (« Période de la garantie technique »). Au cours de la Période de la garantie technique, Apple vous fournit une assistance technique par téléphone ainsi que des ressources Internet. Cette assistance peut comprendre l'assistance avec l'installation, le lancement, la configuration, le dépannage et la reprise (à l'exclusion de la reprise de données), y compris le stockage, la récupération et la gestion de fichiers; l'interprétation de messages d'erreur système; et la détermination de l'opportunité de réparer du matériel informatique. Apple fournira une assistance technique pour le Produit couvert, pour l'iPhone OS et les logiciels pré-installés avec le Produit couvert (ci-après « Logiciels iPhone »), et pour des questions de connectivité entre le Produit couvert et un ordinateur soutenu c.-à-d. un ordinateur qui satisfait aux spécifications de connectivité du Produit couvert et qui utilise

un système d'exploitation soutenu par le Produit couvert. Apple fournira d'assistance technique pour la dernière version de l'iPhone OS et des Logiciels iPhone ainsi que pour la version principale précédente soutenue.

Pour les fins de cet article, une « version principale » désigne une version importante du logiciel commercialisée par Apple portant un numéro de version comme « 1.0 » ou « 2.0 » mais qui n'est pas de version bêta ou préversion.

b. *Exclusions.* Le Programme ne couvre pas :

- (i) les problèmes pouvant être résolus par une mise à jour de logiciels avec la dernière version disponible;
- (ii) votre utilisation ou modification du Produit couvert, de l'iPhone OS ou des Logiciels iPhone d'une manière pour laquelle le Produit couvert ou ces logiciels n'ont pas été conçus ou pour laquelle la modification n'était pas prévue;
- (iii) les produits de tierces parties ou leurs effets sur ou interactions avec le Produit couvert, l'iPhone OS ou les Logiciels iPhone;
- (iv) votre utilisation d'un ordinateur ou système d'exploitation qui n'a aucun rapport avec les Logiciels iPhone ou des questions de connectivité du Produit couvert;
- (v) les logiciels Apple autres que l'iPhone OS et les Logiciels iPhone d'après la couverture prévue au Programme ;

- (vi) le logiciel iPhone OS ou tout autre logiciel de marque Apple de version « bêta », « préversion », « version préliminaire » ou de dénomination semblable; et
 - (vii) des dommages à ou perte des logiciels ou données qui résident ou sont stockés dans le Produit couvert.
- c. *Obtention d'un service d'assistance technique*

Vous pouvez obtenir une assistance technique en composant le numéro de téléphone sans frais indiqué ci-dessous. Le représentant du service d'assistance technique d'Apple vous offrira d'assistance technique. Les horaires de service Apple sont indiqués ci-dessous.

Apple se réserve le droit de changer ces horaires de service et les numéros de téléphone à tout moment. Des ressources d'assistance en ligne sont offertes sur le site web d'Apple (www.apple.com/support et <http://www.apple.com/ca/fr/support>).

3. Vos obligations

Afin de recevoir la prestation de service prévue ou le soutien prévu au Programme, vous convenez de vous conformer aux exigences suivantes :

- a. fournir votre Numéro de contrat du Programme et le numéro de série du Produit couvert;

- b. fournir d'information sur les symptômes et les causes des problèmes inhérents au Produit couvert;
- c. répondre aux demandes d'information notamment, le numéro de série du Produit couvert, le modèle, la version du système d'exploitation et des logiciels installés, tout périphérique connecté au ou installé sur le Produit couvert, tout message d'erreur affiché, les démarches prises avant que le problème se produit sur le Produit couvert et les mesures prises pour résoudre le problème;
- d. suivre les instructions que vous donne Apple, notamment ne pas renvoyer à Apple les produits et les accessoires pour lesquels le service de réparation ou de remplacement n'est pas offert et l'emballage du Produit couvert conformément aux instructions sur son expédition; et
- e. mettre à jour des logiciels avec des versions actuelles commercialisées avant de demander la prestation du service.

4. Limite de responsabilité

DANS TOUTE LA MESURE PERMISE PAR LA LOI APPLICABLE, APPLE, SES EMPLOYÉS ET MANDATAIRES NE SAURAIENT EN AUCUN CAS ÊTRE TENUS RESPONSABLES ENVERS VOUS OU TOUT PROPRIÉTAIRE ULTÉRIEUR, DES DOMMAGES INDIRECTS OU ACCESSOIRES RÉSULTANT DES OBLIGATIONS QUI INCOMBENT À APPLE EN VERTU DU PRÉSENT PROGRAMME, Y COMPRIS, ENTRE AUTRES, LES COÛTS AFFÉRENTS À LA REPRISE, À LA REPROGRAMMATION OU À LA REPRODUCTION DE

TOUT PROGRAMME OU DE TOUTE DONNÉE, OU À SON INCAPACITÉ À PRÉSERVER LA CONFIDENTIALITÉ DES DONNÉES, OU À LA PERTE D’AFFAIRES, DE PROFITS, DE PRODUITS OU D’ÉCONOMIES ANTICIPÉES. DANS TOUTE LA MESURE PERMISE PAR LA LOI APPLICABLE, LA LIMITE DE RESPONSABILITÉ D’APPLE ET DE SES EMPLOYÉS ET DE SON MANDATAIRE ENVERS VOUS ET TOUT PROPRIÉTAIRE ULTÉRIEUR, DÉCOULANT DU PROGRAMME, NE SAURAIT EXCÉDER LA SOMME ACQUITTÉE POUR BÉNÉFICIER DU PRÉSENT PROGRAMME. EN PARTICULIER, APPLE NE GARANTIT PAS QU’ELLE POURRA (i) RÉPARER OU REMPLACER LE PRODUIT COUVERT SANS RISQUER DE PERDRE OU D’ENDOMMAGER LES LOGICIELS OU LES DONNÉES, NI (ii) PRÉSERVER LA CONFIDENTIALITÉ DES DONNÉES.

POUR LES CONSOMMATEURS QUI BÉNÉFICIENT D’UNE LOI OU RÉGLEMENTATION SUR LA PROTECTION DES CONSOMMATEURS, LES AVANTAGES CONFÉRÉS PAR LE PRÉSENT PROGRAMME S’AJOUTENT À TOUS LES DROITS ET RECOURS PRÉVUS PAR CETTE LOI ET CES RÈGLEMENTS. DANS LA MESURE OÙ LA RESPONSABILITÉ DÉCOULANT DE CETTE LOI OU RÉGLEMENTATION SERAIT LIMITÉE, LA RESPONSABILITÉ D’APPLE EST LIMITÉE, À SON ENTIÈRE DISCRÉTION, AU REMPLACEMENT OU À LA RÉPARATION DU PRODUIT COUVERT OU À LA PRESTATION DE SERVICE. CERTAINS ÉTATS ET CERTAINES PROVINCES NE PERMETTENT PAS L’EXCLUSION OU LA LIMITATION DES DOMMAGES ACCESSOIRES AUQUEL CAS UNE PARTIE DES OU TOUTES LES LIMITATIONS CI-DESSUS PEUVENT NE PAS S’APPLIQUER.

5. Résiliation

Vous pouvez résilier le présent Programme à tout moment, pour tout motif. Le cas échéant, veuillez contacter Apple en composant le numéro de téléphone indiqué ci-dessous, ou en faisant parvenir ou envoyant par télécopieur, un avis écrit indiquant votre Numéro de contrat du Programme à l'adresse suivante : AppleCare Administration, P.O. Box 149125, Austin, TX 787149125, U.S. (numéro de télécopieur 512-674-8125). Une photocopie de votre preuve d'achat du Programme devrait accompagner votre avis. Sous réserve des dispositions de la loi locale, au cas où la résiliation serait effectuée dans les trente (30) jours de la date de votre adhésion au Programme, ou de celle de la réception des présentes modalités, selon la date la plus tardive, vous recevrez un remboursement complet, déduction faite de la valeur de tout service fourni dans le cadre du présent Programme. Au cas où la résiliation serait effectuée plus de trente (30) jours à partir de la réception du présent Programme, vous recevrez un remboursement au prorata du prix d'achat original du présent Programme, calculé en fonction du pourcentage de la durée de la Période de la garantie restant, déduction faite (a) de frais de résiliation de vingt-cinq dollars (25 \$ US) ou de dix pourcent (10 %) du montant au prorata, selon le montant le moins élevé des deux, et (b) de la valeur de tout service qui vous a été fourni dans le cadre de ce Programme. Sous réserve des dispositions de la loi locale, Apple peut résilier le présent Programme si les pièces de rechange pour le Produit couvert ne sont

plus disponibles moyennant un avis écrit de trente (30) jours. Si Apple résilie ce Programme, vous recevrez un remboursement au prorata de la durée du Programme restant à courir.

6. Cession du Programme

Sujet aux limitations ci-dessous, vous ne pouvez faire qu'une seule cession permanente de tous vos droits en vertu du Programme à une autre partie et ceci à condition que : (a) la preuve d'achat originale, le Certificat du Programme y compris les documents imprimés et ces modalités, fassent partie de la cession; (b) vous avisiez Apple en faisant parvenir ou envoyant par télécopieur ou courriel, un avis de transfert à Apple Inc., ATT: Agreement Administration, MS: 217AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S., numéro de télécopieur 916-399-7337, ou agmts_transfer@apple.com, respectivement; (c) la partie qui reçoit le Programme lise et convienne d'accepter les modalités du Programme. Quand vous avisez Apple de la cession du Programme, vous devez fournir votre Numéro de contrat du Programme, les numéros de série du Produit couvert faisant l'objet de la cession, une preuve d'achat du Programme, ainsi que le nom, l'adresse, le numéro de téléphone et l'adresse électronique du nouveau propriétaire.

7. Dispositions générales

- a. Apple peut sous-traiter ou confier l'exécution de ses obligations à des tierces parties sans être pour autant déchargée de ses obligations à votre égard.
- b. Apple n'est pas responsable des manquements ou retards dans l'exécution de ses obligations conformément au présent Programme qui seraient attribuables à des événements qu'elle ne peut raisonnablement maîtriser.
- c. Vous n'êtes pas tenu de réaliser un entretien préventif du Produit couvert afin de recevoir la prestation des services prévus par le présent Programme.
- d. Le présent Programme est offert et valable uniquement au Canada. Le présent Programme n'est offert à aucune personne qui n'a pas atteint sa majorité. Le présent Programme n'est pas offert dans les juridictions dans lesquelles il serait interdit par la loi.
- e. En exécutant ses obligations, Apple peut, à son entière discrétion et uniquement à des fins d'analyse de la qualité de son service à la clientèle, enregistrer tout ou partie des communications téléphoniques entre vous et Apple.

- f. Vous convenez que toute information ou donnée divulguée à Apple dans le cadre de ce Programme n'est ni confidentielle ni propriétaire. En outre, vous acceptez qu'Apple collecte et traite des données en votre nom au moment de la prestation de service. Ainsi, Apple peut être amenée à transmettre des données vous appartenant à des sociétés affiliées ou à des fournisseurs de service situés selon la politique sur la vie privée des clients d'Apple (Apple Customer Privacy Policy).
- g. Apple dispose de dispositifs de sécurité protégeant contre l'accès ou la divulgation non autorisé et la destruction illégale. Vous assumez la responsabilité des instructions que vous transmettez à Apple concernant le traitement des données et Apple s'efforcera de les respecter dans la mesure du raisonnable aux fins d'exécution du service de réparation et des obligations de soutien prévus par le présent Programme. Si vous ne consentez pas à ce qui vient d'être énoncé ou si vous avez des questions sur les conséquences d'un tel traitement de vos données, veuillez en aviser Apple en téléphonant aux numéros indiqués.

- h. Apple protégera vos renseignements personnels conformément à la politique sur la vie privée des clients d'Apple (Apple Customer Privacy Policy) affichée à l'adresse URL suivante : www.apple.com/legal/privacy ou www.apple.com/ca/fr/legal/privacy. Si vous souhaitez accéder à l'information vous concernant détenue par Apple, ou si vous voulez la modifier, veuillez accéder à l'adresse URL suivante : www.apple.com/contact/myinfo afin de mettre à jour vos coordonnées personnelles, ou communiquer avec Apple à l'adresse : privacy@apple.com.
- i. Les modalités du présent Programme prévalent sur toute modalité contraire, supplémentaire ou autre de tout bon de commande ou autre document, et constituent l'intégralité de l'accord entre vous et Apple en ce qui concerne le Programme.
- j. Vos droits en vertu du Programme s'ajoutent à tout droit de garantie dont vous pouvez bénéficier. Votre inscription au et achat du Programme doivent être faits durant la période de la garantie limitée d'un an Apple couvrant votre iPhone de marque Apple. Apple n'est pas tenue de renouveler le présent Programme. Si Apple décide de renouveler le Programme, elle en déterminera le prix et les modalités.
- k. Aucun mécanisme informel de résolution des différends n'est prévu par le présent Programme.

- l. Les obligations découlant d'udits Programmes sont garanties de pleine foi par Apple Canada Inc.
- m. Les lois de la province de l'Ontario régissent les Programmes, sauf dans les juridictions dans lesquelles il serait interdit par la loi. Toutefois, ce choix des lois de la province de l'Ontario n'inclut pas ses dispositions en matière de conflit de lois, ni la Convention des Nations Unies sur les contrats de ventes.
- n. En cas de réclamation en vertu du présente Programme, aucun paiement de franchise n'est exigible.

Numéros sans frais

Au Canada:

800-263-3394

Sept jours par semaine

De 9h00 à 21h00 heure de la côte est américaine*

- * Les numéros de téléphone et les horaires de service peuvent varier et sont sujets à des modifications. Vous trouverez l'information la plus récente sur nos représentants situés dans votre région ou dans le monde entier à www.apple.com/contact/phone_contacts.html. Les numéros sans frais ne sont pas disponibles dans tous les pays.

APP iPhone Canada v1.4

www.apple.com

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Z034-5548-A

Printed in XXXX