

CONSUMER TERMS AND CONDITIONS

Select Developers Individual Purchase Program

BINDING AGREEMENT

Upon ordering any product or service from the Canada Consumer Apple Store ("Apple Store"), these Consumer Terms and Conditions, when accepted by you, will constitute a legally valid and binding agreement between yourself and Apple Canada Inc ("Apple").

PRODUCTS/SERVICES PURCHASED AND PRICES

The Head Office of Apple is located at **7495 Birchmount Road, Markham, Ontario L3R 5G2**. Apple will provide you with a copy of the Consumer Terms and Conditions once you have placed your order. The products and/or services ordered by you will be described in your Invoice. Your total payment due, including all taxes, shipping and customs charges, if any, will be as set forth in the Invoice.

DELIVERY

The products and services ordered by you will be delivered to you at the address provided by you on check-out at the Apple Store, as set forth in the Invoice.

SHIPPING

Your method of shipping will be selected by you at check-out, and will be set forth in the Invoice, along with the cost associated therewith.

Please see below, General Terms and Conditions, Shipping Options and expected delivery dates.

GENERAL TERMS AND CONDITIONS

Hours Of Operation

If you would like product and pricing information, our Apple Store sales team is available to assist you 24 hours a day, 7 days a week at 1-800-MY-APPLE (692-7753). French assistance is available 9:00am to 7:00pm EST, Monday to Friday.

For order status information, or other assistance with an order you have already placed with the Apple Store, please contact Apple Sales Support at 1-800-MY-APPLE, between the hours of 9:00am and 7:00pm EST, Monday to Friday. French assistance is also available between the hours of 9:00am and 7:00pm EST, Monday to Friday.

Eligibility

Only ADC Members with available hardware assets are eligible to purchase from the ADC Select Member Store.

Product Quantity/Assets

Products and quantities available to Select Program members are listed at:
<http://developer.apple.com/membership/canada.html>

Canadian Sales to End-Users Only

The Apple Store will only sell and ship product within the boundaries of Canada. No shipments can be made to PO Box addresses or addresses outside Canada. Products purchased at the Apple Store may not be exported.

Sales To End-Users Only

The Apple Store sells and ships products to end-user consumers only, not for resale.

Return & Refund Policy

If you have received an incorrect product due to an Apple shipping or order processing error or are not satisfied with your purchase of a pre-built product from Apple, please call 1-800-MY-APPLE for a Return Material Authorization (RMA) request within 14 calendar days of the receipt of the product. If the item is returned unopened in the original box, we will exchange it or offer you a refund based on your original method of payment. The product must be returned to the Apple warehouse within 14 calendar days of the issuance of the RMA. All products must be packed in the original, unmarked packaging including any accessories, manuals, documentation and registration that shipped with the product. A 10% open box fee will be assessed on any opened hardware or accessory. You may be asked to provide a major credit card for Apple to assess the 10% open box restocking fee.

Please note that Apple does not permit the return of or offer refunds for the following products:

1. Product that is custom configured to your specifications
2. Opened memory
3. Opened software*
4. Electronic software downloads
5. Personalized iPods
6. Software Up to Date Program Products (SW upgrades)

* You may return software after rejecting the licensing terms, provided the software is not installed on a computer. However, software that contains a printed software licence may not be returned if the seal or sticker on the software media packaging is broken.

- **NOTE:** Apple asks that you use a carrier recommended by Apple keeping the following criteria in mind: (1) use a carrier that offers shipment tracing and (2) either insure your package for safe return to Apple or declare full value of the shipment so that you are completely protected if the shipment is lost or damaged in transit. If you choose not to (1) use a carrier that offers shipment tracing and/or (2) insure or declare the full value of the product, you will be responsible for the loss or damage to the product during shipping.

Dead On Arrival (DOA) Product: System Failure Out of the Box

An Apple-branded hardware product is considered DOA if it shows symptoms of a hardware failure preventing basic operability, upon its first use out of the box. If you discover that your product may be DOA please call AppleCare Technical Support at 1-800-263-3394 within 30 calendar days of the invoice date. AppleCare Technical Support will determine if the product is DOA and offer you the following options:

- **Replacement:** The same product that you ordered will be shipped to you at Apple's expense. An Apple Store sales support representative will contact you within 24 hours of your call with the replacement product delivery time, and the process to return the DOA product. Product must be deemed DOA by AppleCare Technical Support within 30 calendar days of the invoice date in order to receive a replacement unit.
- **Service:** You may have the product repaired; however, once serviced the product is no longer eligible for replacement.

DOA Terms and Conditions

- These DOA terms and conditions only apply to Apple-branded hardware products currently offered through the Apple Store. As new products are offered, Apple reserves the right to determine whether or not these terms and conditions apply.
- These DOA terms and conditions do not apply to third party products which do not bear the Apple brand name. You may call the manufacturer directly with any third party product issues.
- If the product is deemed DOA by AppleCare Technical Support 30 calendar days after the invoice

date, Apple's standard product warranty will apply.

- If the product is deemed by AppleCare Technical Support NOT to be DOA, Apple's standard product warranty will apply.
- Shipping will be arranged at Apple's expense for all products determined by AppleCare technical support to be DOA.

Apple reserves the right to test returned DOA product. If the customer misrepresents the condition of the product, Apple may impose a fee, for wrongful return, of \$500 to the customer.

Defective Items

Apple Branded Products

If you discover what you believe is a product defect for any Apple branded product please contact Apple Technical Support at 1-800-263-3394. Such a defect, if any, is covered under the terms of your product's warranty. Please refer to the warranty information and other support documentation that came with your product.

Non-Apple Branded Third Party Products

If you discover what you believe is a product defect for any 3rd party product, please contact the manufacturer directly for information regarding the manufacturers' standard warranties.

Note: Products sold through this web site which do not bear the Apple branded name are serviced and supported exclusively by their manufacturers in accordance with terms and conditions packaged with the products. Apple's Limited Warranty does not apply to products that are not Apple-branded, even if packaged or sold with Apple products.

1-Click®

1-Click is a registered service mark of Amazon.com, Inc., used under licence. 1-Click is a convenient feature that allows you to make purchases from the Apple Store with a single click of your mouse. You must have a valid Apple Store Account to activate 1-Click features. To activate your 1-Click features you should follow instructions provided to you. Once you have activated 1-Click features, you simply select the products you wish to purchase and click the "Buy with 1-Click" button. When purchasing products using 1-Click, you will have 90 minutes to change items in your 1-Click order (except for Electronic Software Downloads). By activating 1-Click preferences, you agree with Apple's Consumer Terms and Conditions. (Note: this feature may not be available in all areas).

Electronic Software Downloads

• *Electronic Software Download Process*

Using a valid Apple Store Account, you can select downloadable software products for purchase at the Apple Store. At the time of checkout, we will obtain an authorization from the credit card you have provided to the Apple Store. Assuming that your credit card authorization has been received, you will receive instructions in the form of a link to begin downloading your software.

If, during download, the transmission is interrupted in any way, you can use your Apple Store Account and password again to begin the downloading process. Once you complete your order, you will receive a separate email acknowledgment that provides information about your purchase.

If your credit card authorization is not approved, you will receive instructions on how to complete your purchase.

Questions regarding download procedures for downloadable software products should be directed to the Apple Store at 1-800-MY-APPLE.

Please read the product information for Electronic Software Downloads carefully since software download purchases are non-refundable.

● **Electronic Software Download Sales Tax**

Applicable sales tax will be charged for downloadable software purchases as required by local law in the jurisdiction where the purchaser resides.

● **QuickTime Pro Keys**

You can purchase the QuickTime Pro Key at the Apple Store using a valid Apple Store account. At the time of checkout, we will obtain an authorization from the credit card you provide. If the credit card authorization is approved, you will receive an email notification that includes installation instructions and a Key Code. See the instructions for Macintosh at: <http://www.apple.com/quicktime/upgrade/unlock-mac.html> and for Windows at: <http://www.apple.com/quicktime/upgrade/unlock-win.html>

If your credit card authorization is not approved, you will receive instructions on how to complete your purchase.

● **QuickTime Pro Keys Sales Tax**

Applicable sales tax will be charged for downloadable software purchases as required by local law in the jurisdiction where the purchaser resides.

Proof Of Purchase

Apple will send you confirmation of your order by regular mail or email (if you have supplied us with your email address) when your order is shipped.

Custom Configured Product

We are pleased to offer product custom configured to your specifications*, and encourage you to review your order carefully. Since the product is built to your specifications the order cannot be modified, returned or cancelled once your order is in production.

* Certain products and rules apply. Please see the Apple Store web site for eligible product offers.

Payment Methods

Credit Card

The Apple Store accepts Visa, MasterCard, and American Express. You may pay by credit card no matter which ordering method you use (internet, fax, mail or phone). At the time your order is placed, Apple obtains a pre-approval from the credit card company for the amount of the order. Credit card billing occurs when your order ships. In the event a credit is given to you, the same credit card that you used to make your purchase will be credited.

The Apple Store requires the credit card security code for your card for any telephone or online purchase. The credit card security code is an individual three or four digit number specific to your credit card that may be printed on the face of your card above the embossed account number (if American Express), or on the back of your card, on the signature panel (if Visa or MasterCard). Asking for and confirming your credit card's security code helps validate that you - and only you - are in the possession of your credit card and protects you from unauthorized use of your account.

Certified Cheque

The Apple Store accepts certified cheques and money orders as valid forms of payment. Personal or business cheques are not accepted. If you wish to pay by certified cheque or money order, you may order by phone at 1-800-MY-APPLE (692-7753). The certified cheque or money order must be payable to Apple Canada Inc., and include your web order number and/or a copy of your order. Please mail your payment to:

Apple Computer, Inc.
12545 Riata Vista Circle

MS: 198-2H50
Austin, TX 78727-6524
USA

Apple must receive your payment within 10 calendar days or your order will be cancelled. Please allow 1 business day for order processing after Apple receives your payment.

Wire Transfer

The Apple Store accepts bank wire transfers as a valid form of payment. If you would like to use a wire transfer to pay for your order, please follow these steps:

1. Contact the Apple Store at 1-800-MY-APPLE (692-7753) and place an order by phone.
2. Obtain the final dollar total of your order including tax and any applicable shipping charges from the Apple Store representative.
3. Have your bank electronically transfer the total dollar amount of your order referencing your name and web order number to: Apple Canada Inc. c/o TD Canada Trust

Bank ID: 0004
Transit: 12772
Acct #0698 5206130

Processing time varies among banking institutions, therefore the wire transfer can be delayed. Please allow 1 business day for the processing of your wire transfer.

Sales Tax

Apple Store purchases will include appropriate sales tax based on where the product is shipped and the sales tax rate(s) in effect at the time of shipping. The proof of purchase includes any applicable sales tax.

Tax-Exempt Orders

If your order is being placed on behalf of a tax-exempt individual(s), please call Apple Sales Support at 1-800-MY-APPLE. Please be prepared to provide proof of tax-exempt status. The individual name(s) on the order must exactly match the tax-exempt certificate based on the appropriate provincial requirements.

Shipping Options

As a service to our customers, Apple provides ground shipping on every order over \$75.00 at no additional charge. Orders shipped by ground service should arrive within 8-12 business days after shipping. If you prefer a faster method of shipment, you may choose to pay for expedited shipping (currently provided by Federal Express and affiliated carriers). Shipping charges are based on the total weight of the order. Express-shipped orders should arrive within 3-6 business days after shipping.

Signature is required for delivery: Most of our shipments contain valuable computer equipment. If you will not be at the shipping address to accept delivery of your product, consider shipping the item to an address where someone you trust will be available to sign for your package. Please note that we are not able to adjust the shipping address once a package has left Apple's warehouse. Title and risk of loss to all products will pass to you on delivery.

Undeliverable Packages: Occasionally packages are returned to us as undeliverable. When the carrier returns an undeliverable package to us, please contact us to make arrangements for reshipment.

Failed Delivery Attempts: Most of our carriers make three attempts to deliver a package. After three delivery attempts, the package will be returned to us.

Prices

The Apple Store endeavours to offer you competitive prices on current Apple products and selected clearance products. Your total payment due includes the price of the product (on the day of shipping) plus any applicable sales tax and expedited shipping charges. Apple reserves the right to change prices for products displayed at the Apple Store at any time.

Should Apple reduce its price on any shipped product within 10 days of shipment, you may contact Apple Sales Support at 1-800-MY-APPLE to request a credit of the difference between the price you were charged and the current selling price. To receive the credit you must notify Apple within 14 days of shipment. In the event a credit is given to you, the same credit card that you used to make your purchase will be credited.

Product Availability

Apple makes every effort to ship your product according to the estimated lead times provided by the Apple Store at checkout. The estimated lead times are in business days (Monday through Friday) excluding statutory holidays. Lead times quoted on the checkout page are for orders that are partially shipped - meaning items ship as soon as they are available. If you have requested a complete shipment, please add 3-4 additional days for transportation and order consolidation processing. Although every effort is made to ship your order according to the lead time provided, shipping dates may change due to changes in supply. If the lead time changes, Apple will contact you via email and provide a revised shipping estimate. We encourage you to contact Apple Sales Support at 1-800-MY-APPLE for order status information or navigate to: <http://www.apple.com/canadastore> and click the "Your Account" button to view the status of your order.

Given the popularity of some products, Apple may restrict the number of such items that you may purchase. Any product limit restrictions will be posted on the Apple Store web site. This information is subject to change.

Apple endeavours to stay at the forefront of technological advancement. For this reason, Apple reserves the right to discontinue products without notice. If a product is no longer in Apple's inventory, Apple reserves the right to cancel customer orders related to such product.

Product Warranty

All new Apple hardware products carry a one-year Limited Warranty against defects in materials and workmanship. You may review a copy of the Limited Warranty on new products, including its limitations and exclusions, before you purchase, by clicking on the following link: <http://www.apple.com/legal/warranty>

Non-Apple-branded/Third-party products are sold AS IS by the Apple Store, but may be accompanied by their manufacturers' standard warranties. AS IS products are sold by Apple as is, where is, and with all faults, and without express or implied warranties from Apple. If you have questions about any manufacturers' warranties that accompany such products, please contact the manufacturer directly.

Note: Products sold through this Web site which do not bear the Apple Brand name are serviced and supported exclusively by their manufacturers in accordance with any terms and conditions packaged with the products (unless the third-party product is preinstalled in an Apple-branded computer). Apple's Limited Warranty does not apply to products that are not Apple-branded, even if packaged or sold with Apple products. Please contact the manufacturer directly for technical support and customer service.

Software Licence

Your use of Apple branded software is on the terms of the licence in effect for the software at the time of purchase. You will be asked to agree to the terms of the applicable licence when you install the software.

You may review licence information on software products sold through the Apple Store by clicking on the following link: <http://www.apple.com/legal/sla/>

Audit Rights

Apple routinely audits the purchases of customers through the Apple Store to ensure that only eligible purchasers have ordered and that all purchase conditions have been observed. Should an audit disclose after delivery (or should Apple otherwise discover) that you were not an eligible purchaser at the time you placed your order or that you have not observed all of the conditions applicable to your purchase, you authorize Apple to do the following:

- To charge to your credit card the difference between the amount you paid for the delivered goods and the price that Apple charged the general public for the same goods at the Apple Store, in effect on the date that you placed your order; and
- Should Apple not offer to the general public the specific products that you purchased through the Apple Store, your credit card will be charged or you will be invoiced the difference between the amount you paid for the delivered goods and the price that Apple charged the general public for the closest equivalent goods at the Apple Store, in effect on the date that you placed your order.

Limitation of Liability

In no event shall Apple be liable for incidental, consequential, indirect, special damages or other damages whether in contract, tort or any other legal theory, including without limitation, (i) loss of use, revenue or profit; (ii) failure to realize expected savings or for other economic loss; (iii) damages for the replacement of equipment; (iv) cost of recovery; or (v) reprogramming or reproducing any program or data stored in or used with Apple branded products, even if Apple shall have been advised of the possibility of such potential loss or damage. The liability of Apple for direct damages relating to any Apple branded product shall be limited to the actual price paid for such Apple branded product. The foregoing limitations and exclusions apply to the extent permitted by law.

Amendment/Extension of Consumer Terms and Conditions

In the event that any of the products or services purchased by you (or access thereto) are valid for a fixed term only, the Consumer Terms and Conditions may be amended by Apple during such fixed term, or extended by Apple at the expiration thereof; provided however that in any such case, (i) notice of such amendment or extension is provided to you by Apple at least thirty (30) days but no more than ninety (90) days in advance of the date that the amendment or extension is to take effect; (ii) you are given the option to terminate the Consumer Terms and Conditions rather than agree to the amendment or extension thereof; and (iii) you are provided with a copy of such amended/extended Consumer Terms and Conditions.

Miscellaneous

- Apple is not responsible for any printing or typographical errors.
- Apple reserves the right to change or modify the terms and conditions of sale at the Apple Store at any time.
- To the extent permitted by law, all sales at the Apple Store are exclusively governed by the laws of the Province of Ontario, without giving effect to its conflict of law provisions.
- No Apple employee or agent has the authority to vary any of the Consumer Terms and Conditions, any Apple Store policies or other applicable terms and conditions governing any sale.
- Les parties concernées confirment qu'elles ont exigé que les termes et conditions du consommateur ainsi que les documents apparentés soient rédigés en Anglais. The parties hereto confirm that they have requested that these Consumer Terms and Conditions and all related documents be drafted in English.
- If any of the Consumer Terms and Conditions are deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms and conditions shall not in any way be

affected or impaired thereby.

- A waiver or default of any of the Consumer Terms and Conditions shall not be deemed to be a continuing waiver, or a waiver of any other default or any other term or condition.
- Apple shall not be liable for any failure to perform according to these Consumer Terms and Conditions, if such failure is caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of war, labour dispute, natural disaster, government action or accident.

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