

SIMPLYGUARD MAC, IPAD & IPHONE WARRANTY AGREEMENT

Coverage summary

- Parts and labour coverage
- No Lemon Guarantee on new Mac
- Two (2) Accidental Damage from Handling (ADH) events for a new iPad, or a new iPhone, or a new Mac
- Coverage within Canada and the United States of America including Alaska and Hawaii, excluding Puerto Rico
- International coverage where Apple Retail stores exist

Terms and Conditions

This Agreement is associated with the serial number of the Equipment purchased as indicated on the sales invoice, regardless if the owner is the original purchaser or another party.

This Plan does not include software support, telephone support, and coverage for other products. It does not apply to expendable or consumable parts. The Administrator, at its sole option, may elect to repair, rebuild, or replace the defective Equipment in whole or in part, to restore normal functions. The Administrator may use genuine Apple parts, refurbished parts, or third-party parts equivalent to new in performance and reliability to have the defective Equipment repaired or rebuilt.

Should the Administrator decide not to repair the Equipment, it will either provide replacement Equipment that is equal or better functionality, or issue a credit for the current Loss Value, not to exceed the original Equipment invoice price. The credit will be valid at a designated SimplyGuard reseller location and the remaining Extended Warranty and the claims history will be transferred to the replacement Equipment. Accidental Damage from Handling (ADH) coverage does not transfer to Equipment replaced because of an ADH event.

Extended Warranty

The Extended Warranty Plan provides extended parts and labour warranty coverage for a Mac or an iPhone or an iPad, and a monitor, when the monitor is purchased on the same invoice as a new Mac. On a new Mac, new iPhone, new iPad or new monitor It commences immediately following the expiry of the manufacturer's limited warranty, and terminates at the end of the term specified on the original sales invoice. On a pre-owned Mac or iPad it begins 30 days following the purchase of the Equipment. There is a maximum cumulative lifetime repair value of \$1,200.00 per monitor.

No Lemon Guarantee

During the term of the Extended Warranty Plan, if the Equipment is a new Mac and had three previous repairs to a major component (e.g. logic board), and requires a fourth covered major repair, the Administrator will either provide replacement Equipment that is equal or better functionality, or issue a credit for the current Loss Value, not to exceed the original purchase price as calculated in the section headed Loss Value usable at a SimplyGuard reseller location. If the Equipment was purchased new within 90 days of the fourth-service claim the Administrator will replace the Equipment with new Equipment of the same model or one of equal or greater functionality. The No Lemon Guarantee is deemed to be fulfilled immediately upon the replacement of the Equipment or a store credit being issued. The No Lemon Guarantee will not be transferred to the new Equipment.

Accidental Damage from Handling (ADH)

The Accidental Damage from Handling (ADH) Coverage Plan provides parts and labour warranty coverage for a new Mac or new iPhone or new iPad after damage has occurred due to mishandling. It commences immediately from the invoice date and continues for as long as the customer's account is in good standing, and terminates at the end of the term specified on the original sales invoice or upon the expiry of the Extended Warranty component of this agreement, whichever is soonest.

ADH coverage only applies to operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional external event (e.g. drops and liquid contact) that arises from your normal daily usage of the Equipment as intended for such Equipment. ADH coverage does not cover theft of all or part of the Equipment, or cosmetic damage, or normal wear and tear or reckless conduct associated with handling and use of the Equipment.

The Equipment is eligible for a maximum two (2) ADH service events during the term of the Warranty. The first ADH event is subject to a service fee of \$129.99 for a Mac or \$129.99 for an iPhone or \$49.99 for an iPad, plus applicable tax. The second ADH event is subject to a service fee of \$259.99 for a Mac, or \$259.99 for a iPhone, or \$99.99 for an iPad, plus applicable tax. An "ADH service event" is defined as an occasion when the Equipment is brought into a service centre for servicing the damage caused by ADH. You may be asked to provide an explanation of where and when the accident occurred with a detailed description of the actual event. The claim will be denied if you fail to pay a service fee or fail to provide information relating to the accident when asked.

Exclusions

The Plans above do not apply to Equipment with a serial number that has been altered, defaced or removed. The Plans above do not apply to any Equipment that is missing parts or has been altered or repaired without prior consent from the Administrator or to damage caused by acts of God or natural disasters, or intentional acts and it excludes coverage for any components that are covered by any recall or quality programs provided by Apple Canada Inc.

The Plans above also do not apply to cosmetic damage to the Equipment, including but not limited to scratches and dents, that do not otherwise affect the functionality of the Equipment; moreover, the Plans do not apply to defects caused by normal wear and tear or which is otherwise due to normal aging of the product. In pre-owned Mac and iPad (SimplyGuard Lite) the battery and power adapter is warranted for a maximum of 1 year or the duration of the warranty, whichever is shorter.

If this Agreement is part of a Lease the Administrator may choose to apply any portion of the Loss Value to the last lease payments and, or the final buyout sum.

The Administrator may cancel this Plan at any time and only be responsible for refunding any paid, but unused portion of the Plan premium (if any) and compensating the Lessee for any warranty or ADH events up to and including the cancel date.

Service Options

You can bring the defective Equipment into any Simply Computing Service Centre location for diagnosis and repair.

If you are located over 100km from a Simply Computing Service location, and within 100km of an Apple Retail Store, you may have your computer repaired at the Apple Retail Store without prior authorization by the Administrator. This option is not available for Accidental Damage from Handling claims.

If no Apple Retail store is within 100km you may contact the Administrator for a list of authorized Service Providers in your area. Submit the repair estimate to the Administrator for approval. If service approval is given, have the repair completed.

Pay the Apple Store or Service Provider for the repair and submit the paid repair invoice with a detailed service work order to the Administrator for reimbursement. Only parts and labour and taxes may be reimbursed and only under the terms of this agreement. Shipping charges, loaners, or lost productivity due to Equipment failure are not reimbursable.

Loss Value

In the event that the damaged Equipment is not repairable, or the repair is the result of an ADH event, the Administrator may require you, at your expense, to send the damaged Equipment to an address designated by the Administrator. Once the condition of the damaged Equipment has been verified, the Administrator may offer replacement Equipment that is equal or better, depending on availability.

In the event of a replacement of the Equipment covered by any of these Plans, the Loss Value of the Equipment at the time of the event is calculated using straight line depreciation* for each year. The starting value for the first year will be start at 100% of the invoice price of the Mac or iPad or iPhone and the ending value will be as shown in the table below (60% for a Mac). This invoice price does not include the price of extended warranties or of other accessories.

For a Mac the beginning and ending value each year is:

Year 1: 100% of Invoice Price to 60% of Invoice Price
Year 2: 60% of Invoice Price to 45% of Invoice Price
Year 3: 45% of Invoice Price to 35% of Invoice Price
Year 4: 35% of Invoice Price to 25% of Invoice Price
Year 5: 25% of Invoice Price to 20% of Invoice Price

For an iPad and iPhone the beginning and ending value each year is:

Year 1: 100% of Invoice Price to 45% of Invoice Price
Year 2: 45% of Invoice Price to 25% of Invoice Price
Year 3: 25% of Invoice Price to 15% of Invoice Price
Year 4: 15% of Invoice Price to 5% of Invoice Price

If there is a replacement of protected Equipment, the Loss Value amount for any further events will be calculated on the invoice price of the original Equipment, not the replacement Equipment. The invoice start date used to calculate the Loss Value will remain the start date of the original Equipment, not the date of replacement of the Equipment.

Simply Financial Services Inc. is the Administrator of these plans and reserves the right to alter product offerings and specifications at any time, without notice.

Customer Service

1.877.714.1450

Monday to Friday 8:30am - 5:00pm Pacific Time

claims@simplyguard.ca