

Apple Hardware Two (2) Year Limited Warranty

Consumer Law

The benefits conferred by the above-mentioned plans apply in addition to all rights you may have under consumer law, including but not limited to those relating to non-conforming goods. None of the terms of these plans will have any detrimental effect on your consumer law rights.

If you can assert consumer law rights in addition to any rights you have under the plan, you have the choice of making a claim pursuant to consumer law or under the plan.

Important: The terms of the plan shall not apply to consumer law claims

For further information about consumer law, please contact your local consumer organisation.

WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. APPLE DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, APPLE LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT APPLE'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

1. The Plan.

This service contract governs the hardware services and technical support provided to you by XtraMicro Limited ("iStore") or its successor in title under the above-mentioned plans (each referred to herein as the "Plan") for the Apple Hardware ("Covered Equipment") listed on your proof of coverage document ("Plan Confirmation"). It excludes all accessories including those that are shipped within the original box.

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iCare is an extended warranty plan offered by iStore in Tanzania. It should not be mistaken for AppleCare Protection Plan. iCare is ONLY applicable for Tanzania and any repair claims can only be made in Tanzania at iStore.

2. When Coverage Begins and Ends.

Coverage begins when you purchase the product and ends **two years** later ("Coverage Period"). The maximum coverage period is two years from the date of purchase for MacBooks, iMacs, iPads and iPhones. To obtain your Plan Confirmation, register your Covered Equipment and your Plan's registration number ("Plan Agreement Number") with iStore. If auto-registration is available, your original sales receipt will be your Plan Confirmation. The terms of this Plan, the original sales receipt for your Plan and the Plan Confirmation are each part of your service contract. The price of the Plan is contained in the original sales receipt. The hardware service and technical support coverage provided by the Plan is additional to the coverage provided by the manufacturer's hardware warranty and complimentary technical support.

3. What is covered?

3.1 Hardware Service

If during the Coverage Period, you submit a valid claim by notifying iStore that (i) a defect in materials and workmanship has arisen in the Covered Equipment, or (ii) the capacity of a covered battery to hold an electrical charge has depleted fifty (50%) per cent or more from its original specifications, iStore will either (a) repair the defect at no charge, using new parts or parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Equipment with a replacement product that is at least functionally equivalent to the original product. If iStore exchanges the Covered Equipment, the original product becomes iStore's property and the replacement product is your property with coverage for the remaining period of the original plan.

3.2 Covered Equipment

This plan covers the Apple Hardware listed on the warranty card only. Any other products or accessories whether purchased together or separately are not covered by this plan.

3.3 Technical Support

During the Coverage Period, iStore will provide you with access to telephone and web-based technical support resources. Technical support may include assistance with installation, launch, configuration, troubleshooting, and

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recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required. iStore will provide support for the then-current version of the supported 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. The scope of technical support provided to you will vary according to your Plan, as described below.

3.4 Scope of Technical Support

(i) Under iCare for Apple Hardware, iStore will provide technical support for the Covered Equipment, Mac OS, iPad/ iPhone OS and software applications that are pre-installed with the Covered Equipment (referred to as "Apple 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.

4. What is not covered?

4.1 Hardware Service.

The Plan does not apply to:

(i) Installation, removal or disposal of the Covered Equipment, or the provision of equipment while the Covered Equipment is being serviced;

(ii) Damage caused by

(a) a product that is not the Covered Equipment,

(b) accident, abuse, misuse, liquid contact, fire, earthquake or other external cause,

(c) operating the Covered Equipment outside the permitted or intended uses as described by the manufacturer in the user manual, technical specifications or other published guidelines for the Covered Equipment, or

(d) service (including upgrades and expansions) performed by anyone who is not a representative of iStore or an Apple Authorized Service Provider ("AASP");

(iii) Covered Equipment with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer;

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- (iv) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to iStore in its entirety;
- (v) Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
- (vi) Consumable parts, such as batteries, except in respect of battery coverage under iCare 3.1 (II) or unless failure has occurred due to a defect in materials and workmanship;
- (vii) Preventative maintenance on the Covered Equipment; or
- (viii) Defects caused by normal wear and tear or otherwise due to normal aging of the product.
- (ix) Accessories that are used with the Apple device including but not limited to power adapter, charging cable, Apple pencil and covers and sleeves. These are considered as consumables.

4.2 Technical Support.

The Plan does not include:

- (i) Issues that could be resolved by upgrading software to the then current version;
- (ii) Your use of or modification to the Covered Equipment, or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified according to the manufacturer's user manual, technical specifications or other published guidelines for the Covered Equipment;
- (iii) Third-party products or their effects on or interactions with the Covered Equipment, the Mac OS, Mac OS Server, iPhone Software, Apple TV Software or Consumer Software;
- (iv) Your use of a computer or operating system under iCare that is unrelated to Apple Software or connectivity issues with the Covered Equipment;
- (v) Apple software other than the IOS or Consumer Software as covered under the applicable Plan;
- (vi) Mac OS/ IOS software or any Apple-branded software designated as "beta", "pre-release," or "preview" or similarly labelled software;
- (vii) Third-party web browsers, email applications, and Internet service provider software, or the IOS configurations necessary for their use; or

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(viii) Damage to, or loss of any software or data residing or recorded on the Covered Equipment. Recovery and reinstallation of software programs and user data are not covered under this Plan.

(ix) This Warranty does not apply: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship; (c) to damage caused by use with a third party component or product that does not meet the Apple Product's specifications (Apple Product specifications are available at www.apple.com under the technical specifications for each product and also available in stores); (d) to damage caused by accident, abuse, misuse, fire, earthquake or other external cause; (e) to damage caused by operating the Apple Product outside Apple's published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP"); (g) to an Apple Product that has been modified to alter functionality or capability without the written permission of Apple; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Apple Product, (i) if any serial number has been removed or defaced from the Apple Product, or (j) if Apple receives information from relevant public authorities that the product has been stolen or if you are unable to deactivate passcode-enabled or other security measures designed to prevent unauthorized access to the Apple Product, and you cannot prove in any way that you are the authorized user of the product (eg. by presenting proof of purchase)

5. How to Obtain Service and Support?

You may obtain hardware services and technical support by accessing the iStore support resources described below. If calling, an iStore technical support representative will answer, request your Plan Agreement Number or Covered Equipment serial number, before providing assistance. Keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan, as it will be required if there is any question as to your product's eligibility for coverage.

iStore Location	194 Chato Street, Mikocheni, Dar es Salaam
Telephone	022 2775225
Mobile	0777 784786
Website	www.istore.co.tz
Email	support@istore.co.tz

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5.1 Accidental Incidents Covered in addition to manufacturing defect

For iPhones, during the validity of this agreement, one incidence of accidental damage is included. An administration fee shall be payable as shown in the table below

1. Screen Damage
2. Any other physical damage
 - if phone is repairable then it will be repaired
 - If phone is not repairable then option to purchase a new device at a 20% discount on retail price.

Accidental Damage Administration Fee

Model	Administration Fee
iPhone 12 Pro Max	US \$185
iPhone 12 Pro	US \$130
iPhone 12	US \$130
iPhone 12 mini	US \$130
iPhone 11 Pro Max	US \$185
iPhone 11 Pro	US \$130
iPhone 11	US \$130
iPhone XR	US \$130
iPhone SE2	US \$130

 All fees shown are excluding VAT

Theft and loss – is not covered by this agreement. It is the responsibility of the client to insure for theft and loss of device.

6. Hardware Service Options

6.1 iStore will at its option provide hardware services through one or more of the following options:

(i) Carry-in service. Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an iStore-owned retail store. Service will be

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performed at the location, or the store or service provider may send the Covered Equipment to an Apple repair service (“ARS”) location to be serviced. Once you are notified that service is complete, you will promptly retrieve the Covered Equipment.

(ii) Onsite service. Onsite service is available but it will be subject to an additional charge.

(iii) Mail-in service. Direct mail-in service is available for most Covered Equipment. If iStore determines that your Covered Equipment is eligible for mail-in service, iStore will ask you to contact a selected courier company in your area and you will ship the Covered Equipment to a service location in accordance with iStore’s instructions. Once service is complete, the service location will return the Covered Equipment to you. The customer will be required to pay for shipping to the iStore and iStore will pay for shipping to your location if all instructions are followed.

(iv) Service where iStore requires return of the replaced product, part or accessory. iStore may require a credit card authorization as security for the retail price of the replacement product, part or accessory and applicable shipping costs. If you are unable to provide credit card authorization, service may not be available to you and iStore will offer alternative arrangements for service. iStore will ship a replacement product, part or accessory to you with installation instructions, if applicable, and any requirements for the return of the replaced product, part or accessory. If you follow the instructions, iStore will cancel the credit card authorization, so you will not be charged for the product, part or accessory and shipping to and from your location. If you fail to return the replaced product, part or accessory as instructed or return a replaced product, part or accessory that is ineligible for service, iStore will charge the credit card for the authorized amount.

6.2 This contract only covers service in Tanzania. If you require service when not in Tanzania you will be responsible for shipping and handling charges to transport the device to and from Tanzania.

7. Your Responsibilities

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

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE APPLE PRODUCT STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

DURING WARRANTY SERVICE THE CONTENTS OF THE STORAGE MEDIA WILL BE DELETED AND REFORMATTED. APPLE AND ITS AGENTS ARE

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NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE APPLE PRODUCT SERVICED.

(i) Before receiving warranty service, Apple or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Apple's procedures for obtaining warranty service. Before submitting your Apple Product for warranty service you should maintain a separate backup copy of the contents of its storage media, remove all personal information that you want to protect and disable all security passwords.

(ii) Provide information about the symptoms and causes of the issues with the Covered Equipment;

(iii) 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;

(iv) Follow instructions iStore 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;

(v) Update software to currently published releases prior to seeking service; and

(vi) Remove the iCloud lock from the device prior to requesting service from iStore. This is essential as no service can be carried out without this being removed.

(vii) Following warranty service your Apple Product or a replacement device will be returned to you as your Apple Product was configured when originally purchased, subject to applicable updates. Apple may install system software updates as part of warranty service that will prevent the Apple Product from reverting to an earlier version of the system software. Third party applications installed on the Apple Product may not be compatible or work with the Apple Product as a result of the system software update. You will be responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this Warranty.

Important: Do not attempt to open the Apple Product or remove any protective caps attached to the Apple Product. Opening the Apple Product or removing protective caps may cause damage that is not covered by this Warranty. Only Apple or an AASP should perform service on this Apple Product.

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8. Limitation of Liability

8.1 This plan is for Customers in Tanzania only

8.1.1 iStore is **not** responsible for ensuring that the Plan is suitable for your required purpose.

8.1.2 Subject to clauses 8.1.3, iStore will not be liable whether in contract, tort (including negligence) or otherwise for any loss or damage caused by it or its employees or agents under and / or in connection with this Plan:

- i) where such loss or damage is not a reasonably foreseeable result of any such breach; or
- ii) for any increase in loss or damage resulting from breach by you of any term of this Plan; or
- iii) for any losses that relate to a business operated by you (including without limitation lost data, lost profits or business interruption).

8.1.3 iStore's maximum liability whether in contract, tort (including negligence) or otherwise for any loss or damage caused by it or its employees or agents under and / or in connection with this Plan shall be limited to a sum equivalent to the amount which you paid iStore for the product.

8.1.4 These terms and conditions do not affect your statutory rights as a consumer, nor your right to cancel the Plan as per Section 9. For further information about your statutory rights contact your local Trading Standards Department.

9. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel this Plan, send a written notice with your Plan Agreement Number to iStore Customer Support, 194 Chato Street, P.O. Box 1386, Dar es Salaam, Tanzania. A copy of the Plan's original proof of purchase must accompany your notice. No refund shall be given for any unused period of the plan. Unless applicable local law provides otherwise, iStore may cancel this Plan for fraud or material misrepresentation. Unless applicable local law provides otherwise, iStore may also cancel this Plan if service parts for the Covered Equipment become unavailable, upon thirty (30) days' prior written notice. If iStore cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term based on 1% of the value of your purchase.

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10. Transfer of Plan

(i) With Transfer of Covered Equipment to New Owner. 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 includes the original Proof of Purchase, and these Terms and Conditions; (b) you notify iStore of the transfer by sending a notice of transfer to iStore Customer Support, 194 Chato Street, P.O. Box 1386, Dar es Salaam, Tanzania within seven (7) working days of the transfer of the plan; and (c) the party receiving the Plan accepts the Terms and Conditions of the Plan. When notifying iStore of the transfer of the Plan, you must provide the Plan Agreement Number, the serial number/ IMEI of the Covered Equipment being transferred and the name, address, telephone number and email address of the new owner.

11. Privacy

iStore will maintain and use customer information for its internal use and it may share that information from time to time with its commercial partners in order to provide the service under this agreement.

12. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ISTORE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE APPLE PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE APPLE PRODUCT.

13. General

(i) No iStore reseller, agent, or employee is authorized to make any modification, extension, or addition to the terms of this service contract.

(ii) If any term is held to be illegal or unenforceable, it shall be severed from

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this service contract and the legality or enforceability of the remaining terms shall not be affected.

(iii) You agree that any information or data disclosed to iStore under this Plan is not confidential or proprietary to you.

(iv) The warranty extension to two (2) years is provided free of cost as a value added service.

(v) This Plan is offered and valid only if you are a resident of Tanzania

(vii) This service contract is governed by and construed under the laws of Tanzania and each party hereby submits to the EXCLUSIVE jurisdiction of the Tanzanian courts.