

General Terms and Conditions for the Care Plan

Under the conditions listed below for the Care Plan («Service Plan») you are entitled to the following services via Data Quest AG. The regulations define the result of the mutual rights and obligations.

I. Insured Products

The following products qualify for the use of the Service Plan: All Apple computers (except Apple Server, Apple Displays, iPhone and iPod).

II. Scope of Service

For a period of three to five years from the date on which the customer has purchased the qualified product(s), Data Quest AG shall cover the costs for all materials and workmanship according to the registered service plan (i.e. the insured product).

III. Service locations

Service locations are all branches of the Data Quest AG, thus including Data Quest AG, Letec, Computer Takeaway, XTND and Ingenodata.

IV. Scope of Service abroad

Insured repair services that occur outside Switzerland, can be refunded by prior request and authorisation if complied with the following below provisions:

- (A) The provision of repair services in a service facility is not reasonable.
- (B) The repair services are fulfilled and provided by an Apple Authorised Service Provider (AASP).
- (C) The serial number can be seen on the service document and complies / matches with the insured product.
- (D) The repairs have been paid outright by the customer.
- (E) The application for refund should be made to:
Data Quest AG, Moosmattstrasse 36, CH-8953 Dietikon

V. Insured repair services

During the term of the service plan, the Data Quest AG support is provided by the measures specified below, to repair the insured product in accordance with the provisions of the service plan. The repair commitment is understood to the effect that the Data Quest AG restores the normal operational state of the insured product in accordance with the original product specifications.

The following applies to this service plan:

(A) Following delivery of the insured product, the service plan document and invoice for the computer to the specified service location, Data Quest AG will provide the spare parts and the necessary labor for the elimination of errors on the covered product under this service plan.

(B) Data Quest AG strives with reasonable effort, to repair the insured product as quickly as possible after delivery. As a result of unforeseen circumstances for which Data Quest AG are not to be held responsible, the period of the repair can potentially take longer.

(C) Data Quest AG can use (at its discretion) new or refurbished replacement parts with the same function, components or modules that have been manufactured from new, refurbished or used parts to repair the insured product. The replaced parts of the insured product will become the property of the Data Quest AG.

The following benefits are not provided/included with this service plan:

- (A) Installation of the insured product.
- (B) Repair or software troubleshooting.
- (C) Repairs due to damages caused by:
Accident, neglect, improper use (including improper temperature or humidity), exceptional physical or electrical stress or interference, failure of or fluctuations in the power supply, lightning, static electricity, fire or force majeure (natural hazards), theft and attempted repairs or intervention by third parties, which are carried out without the authorisation of the Data Quest AG.
- (D) Repair of equipment whereby the serial number has been altered or removed.
- (E) Fixing problems caused by components that are not part of the insured product. This applies to all parts, which are not part of the basic configuration of the insured product.

- (F) The services that were provided after the date of acquisition of claims under this service plan resulted in government regulations.
- (G) Repairing damage to the software and to its data files. The exclusion also covers damage to the operating system software, drivers, utilities, etc.
- (H) Recovery or replacement of any data or software that were stored on the insured product.
- (I) Repair, replacement or maintenance of components that are exposed to natural wear and tear such as the external housing (scratches), buttons, knobs, levers and mechanical parts, and batteries of portable computers.
- (J) Payment of costs of delivery of the insured product at the service center.
- (K) Adoption of costs incurred by the provision of a loan unit for the period in which the insured product will be repaired.

VI. Service requirements

In order to avail of the benefits of this service plan, the customer must bring the defective device into the service center and provide the service plan and the original invoice. Customers who purchased their device and service plan at Data Quest AG directly are automatically registered for the extended warranty. Customers who purchase only the service plan, must when buying provide a copy of the Apple Computer invoice with the serial number. Only in this way it is ensured that the service plan is fully registered. All customers are required to keep the service plan and the invoice for the computer and submit a claim in the event of the repair issue, otherwise the extended warranty may be denied.

VII. Liability

Data Quest AG's warranty will only provide the legal regulations within the limits listed below. Data Quest AG assumes no liability for indirect or consequential damages that you may incur, loss of business profits, lost profits or anticipated savings arising in connection with the obligations established by Data Quest AG as part of the service plan. The customer is responsible to make a backup copy of the system software, applications and all data on a separate disk before repair. Likewise, it is for the customer to reinstall the software and data. In any case, there is no liability for Data Quest AG for the loss of data (that is transferred).

VIII. Termination

If the insured product has no spare parts available, Data Quest AG is entitled to terminate this service plan, assuming you have been notified with the intention to terminate thirty (30) days in writing in advance. Upon termination of this Service Plan by Data Quest AG, the customer receives a pro rata refund for the unexpired term of the service plan.

IX. Transfer of service plan

A service plan can never be transferred to another device with a different serial, unless the device is replaced by another within the first year by Apple. The customer is however entitled to his / her rights to the use this service plan to transfer to a new owner of the insured product. Therefore the client would have to send the following information to careplan@dataquest.ch:

Serial number, name and address of the previous owner/s, name and address of the new owner/s, as well as the email address. With this information, we will can overwrite the service plan to the new owner. The change is confirmed with the new owner via eMail.

X. Other provisions

- (A) Data Quest AG is entitled to use subcontractors within the scope of services for this service plan, however they are not relieved of their duty and obligations.
- (B) This service plan ends with the exception of paragraph IV. Only in Switzerland and only referred to in Paragraph II. «Scope of service».
- (C) Data Quest AG are not obliged to renew this service plan. In the event that Data Quest AG offer a renewal, this will determine the Data Quest AG rates and conditions.
- (D) When acquiring rights under this Service Plan, Data Quest AG will be provided with specific data. This data is provided to Data Quest AG and companies carrying out the repairs and is commissioned to carry out the repair under the laws and legislation regarding the protection of personal data that is processed and stored.
- (E) This service plan is subject to Swiss law.