

## **AppleCare+ for Apple Display AppleCare+ for Mac**

### **How Consumer Rights Affect this Plan**

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER PROTECTION LAWS AND REGULATIONS. THIS PLAN SHALL NOT PREJUDICE THE RIGHTS GRANTED BY APPLICABLE CONSUMER LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF THE NON-PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

### **1. The Plan**

This contract (the "Plan") governs the services provided by Apple and includes the terms in this document. For purchased Fixed-Term or Annual Plans, the Plan also includes your Plan Confirmation ("Plan Confirmation") and the original sales receipt for your Plan. Your Plan Confirmation will be provided to you at the time of purchase or sent to you automatically thereafter. For Complimentary Cover (see below), your Plan includes your electronic proof of coverage or, if you have elected to receive hardcopy documents, the original proof of purchase of the Covered Equipment (collectively, the "Proof of Coverage"). Your Proof of Coverage will be provided to you at the time you purchase your Covered Equipment or sent to You automatically thereafter. You may obtain a copy of your Plan Confirmation or Proof of Coverage by going to [mysupport.apple.com/products](https://mysupport.apple.com/products).

Benefits under this Plan are additional to your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support. The terms of the Plan apply the same whether for the complimentary 7-day coverage ("Complimentary Cover") (see below), or a purchased fixed term of coverage ("Fixed-Term Plan") or an annual recurring term of coverage ("Annual Plan"), except where otherwise noted. Your Fixed-Term Plan or Annual Plan may be paid by you or a third party who finances your Plan (a "Plan Payment Provider").

The Plan covers the following equipment (collectively, the "Covered Equipment"): (i) the Apple-branded Mac computer or display listed on your Plan Confirmation (including any Apple-branded stand and/or VESA mount included with or purchased at the same time as your Apple-branded display), and the Apple-branded accessories contained inside the original packaging ("Covered Device"), and (ii) an Apple-branded mouse, Magic Trackpad, and/or Apple-branded keyboard if included with the Covered Device (or purchased with a Mac mini, Mac Pro, or Mac Studio) an Apple-branded VESA mount and/or stand if included or purchased with a Mac Covered Device, Apple memory modules (RAM) and an Apple USB SuperDrive ("Mac Accessories") if used with the Covered Device and originally purchased no earlier than two years before the Covered Device purchase. The Covered Equipment must have been purchased or leased as new from Apple or an Apple Authorised Reseller. Where legal ownership of the Covered Equipment has been transferred to You, the Plan must have been transferred to You pursuant to clause 10. Covered Equipment includes any replacement product provided to You by Apple under clauses 3.1 or 3.2 of this Plan.

### **2. Plan Term and Renewal**

This Plan provides cover on a Complimentary basis or pursuant to your purchased Fixed-Term Plan or Annual Plan. The type of coverage you have will be specified in your Plan Confirmation or Proof of Coverage.

As further explained below, for Complimentary Cover the Plan coverage begins when you purchase Covered Equipment and continues for seven (7) days from the date of purchase of the Covered Equipment. For Fixed-Term Plans and Annual Plans, the Plan begins when you purchase the Plan and continues through the date specified in your Plan Confirmation (the "Plan Term").

### 2.1 Complimentary Cover

Upon purchase of Covered Equipment, you may receive seven (7) days of Complimentary Cover under this Plan. As stated in your Proof of Coverage, the Complimentary Cover will start on the date the Covered Equipment was purchased and terminate at midnight on the 7th day (i.e., one week) after the purchase date of the Covered Equipment ("Complimentary Term"). If you received Complimentary Cover, upon termination of the Complimentary Term, you may purchase either an Annual Plan or Fixed-Term Plan, which will take effect on the date that plan is purchased. For purposes of clarification, Complimentary Cover will end on expiration of the Complimentary Term.

Unless specified otherwise in these Plan terms and conditions, the Complimentary Cover will be subject to all of the rights, benefits, and obligations provided by this Plan, including priority access to telephone and web-based technical support for Covered Equipment, additional hardware service options, consumed battery, and coverage for up to two incidents of accidental damage that occur and are Reported to Apple during the 7-Day Complimentary Term. For purposes of clarification, (i) the accidental damage cover, priority access to Technical Support as well as access to the additional hardware service options and consumed battery coverage provided under the Complimentary Cover end on expiration of the Complimentary Term and (ii) if seeking ADH services under the Complimentary Term, any ADH must occur and be Reported to Apple during the Complimentary Term.

### 2.2 Annual Plans

For Annual Plans, your Plan term is for a 12-month (i.e., one (1) year) term of coverage that, subject to the provision of a renewal notice, automatically renews every 12 months, unless cancelled earlier in accordance with clause 9 of this Policy, and which is paid for on a yearly, recurring basis. In the event that Apple is no longer able to service your Covered Equipment due to the unavailability of service parts, Apple will provide you with thirty (30) days' prior written notice of non-renewal, or as otherwise required by law. Annual Plans may not be available for all Covered Devices.

### 2.3 Fixed-Term Plans

Fixed-Term Plans are paid for on a one-time basis by You or via a payment plan agreement with a Payment Plan Provider for a 36-month term of coverage for the Covered Equipment.

For Annual Plans and any Fixed-Term Plan paid in installments (where available), you agree to have the credit card, debit card or other authorized payment source *i.e.* Apple Pay (the "Payment Source") used for your initial Plan purchase (or your first Plan payment where not otherwise paid for by a Plan Payment Provider) kept on file to automatically charge in advance of the first day of each renewal term or installment billing period (as the case may be) following your initial payment. If your Payment Source cannot be charged for any reason, and you have not otherwise made the appropriate payment on time, your Plan coverage will cease from the due date. Apple has the right, but not the obligation, to accept any late payment and allow your Plan to continue from the date of late payment.

You can find the price of the Annual or Fixed-Term Plan on the original sales receipt as provided by Apple or another seller from whom you've purchased your Plan (a "Reseller").

### **3. What is Covered?**

#### 3.1 Hardware Services for Defects or Consumed Battery ("Hardware Service")

If during the Complimentary Term or Plan Term, you submit a valid claim by notifying Apple that a defect in materials and workmanship has arisen in the Covered Equipment or, in relation to Covered Equipment which uses an integrated rechargeable battery, where the capacity of the Covered Device's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications, Apple will, at its discretion, either: (i) repair the defect at no charge, using new parts or previously used Apple genuine parts that have been tested and pass Apple functional requirements, or (ii) exchange the Covered Equipment with a replacement product that is new or comprised of new and/or previously used Apple genuine parts that have been tested and pass Apple functional requirements.

All replacement products provided under this Plan will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different color) as the original product. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage effective for the remainder of the Complimentary Term or Plan Term, and the replacement Apple-branded device will become the new Covered Equipment under this Plan.

Apple may use Covered Equipment or replacement parts for service that are sourced from a country that is different from the country from which the Covered Equipment or original parts were sourced.

The Covered Equipment can only be repaired or replaced and no cash benefit will be payable by AIG if You make a claim.

#### 3.2 Services for Accidental Damage from Handling ("ADH Service")

If, during the Complimentary Term or Plan Term, you submit a valid claim by notifying Apple that the Covered Equipment has failed due to accidental damage from handling resulting from an unexpected and unintentional external event (for example, drops and damage caused by liquid contact from spills) ("ADH"), Apple will, at its discretion and subject to your payment of the service fee described below, either (i) repair the defect using new parts or previously used Apple genuine parts that have been tested and pass Apple functional requirements, or (ii) exchange the Covered Equipment with a replacement product that is new or comprised of new and/or previously used Apple genuine parts that have been tested and pass Apple functional requirements. All replacement products provided under this Plan will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different color) as the original product. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage effective for the remainder of the Complimentary Term or Plan Term. The replacement Apple-branded device will become the new Covered Equipment under this Plan.

Apple may use Covered Equipment or replacement parts for service that are sourced from a country that is different from the country from which the Covered Equipment or original parts were sourced.

The Covered Equipment can only be repaired or replaced, and no cash benefit will be payable by AIG if You make a claim.

If seeking ADH services under the Complimentary Term, please note that any ADH must occur and be Reported to Apple during the Complimentary Term.

Each time you receive services for ADH is a "Service Event". **Exclusions apply as described below. Further, in connection with Annual and Fixed-Term Plans, services for ADH expire and all of Apple's obligations to you under this Section are fulfilled in their entirety once Apple has provided to you two (2) Service Events within each twelve (12)-month period based on your Plan's original purchase date as specified on the original sales receipt. Any unused Service Events will expire and you will get two (2) new ADH Service Events to use within the next twelve (12)-month period of continued coverage. All other Plan benefits continue throughout.**

**For the Complimentary Cover, you are entitled to two (2) Service Events during the Complimentary Term provided the ADH occurs and is Reported to Apple during the Complimentary Term. Any unused Service Events during the Complimentary Term will expire at the end of the Complimentary Term.**

**Important:** Please refer to Section 4 for exclusions on provision of ADH Service.

For Complimentary, Annual, and Fixed-Term Plans, the following service fees apply to each Service Event:

	Mac	Apple Display
Tier 1 ADH Service Event - Screen Only ADH Damage - External Enclosure-only ADH Damage	A\$149	A\$149
Tier 2 ADH Service Event - Other Accidental Damage	A\$429	A\$429

*\*Fees include applicable taxes payable by you*

To qualify for the Tier 1 ADH Service Event fee, the Covered Equipment must have no additional damage beyond the screen-only damage (if applicable) or the external enclosure-only damage where such additional damage would prevent Apple from repairing the display or external enclosure. ADH damage to the Apple-branded stand and/or VESA mount used with your Apple-branded display will be treated as external enclosure-only ADH damage. Covered Equipment with additional damage will be charged the price of the Tier 2 ADH Service Event.

The ADH Services under the Plan is provided to you as a beneficiary under a group policy of insurance which Apple has entered into with AIG Australia Limited (ABN 93 004 727 753, AFS Licence No 381686) of Level 13, 717 Bourke Street, Docklands Vic 3008, Australia (as "Insurer") in the country or jurisdiction where you purchased the Plan.

Please note that if you seek service under this Plan in a country other than your country of purchase, the service fee will need to be paid in that country's currency and at that country's applicable rate – for further details, including regarding applicable fees by country, please visit the AppleCare+ support website at [apple.com/au/legal/sales-support/applecare/applecareplus/au/mac/](https://apple.com/au/legal/sales-support/applecare/applecareplus/au/mac/).

Note, Service Fees are payable during the Complimentary Term and are payable as your contribution to the cost of, as applicable, the repair or replacement of the Covered Device.

### 3.3 Technical Support

During the Complimentary Term or Plan Term, Apple will provide you with priority access to telephone and web-based technical support for Covered Equipment ("Technical Support"). Your Technical Support starts on expiration of the complimentary technical support provided by Apple, which starts on the date you purchase the Covered Equipment. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (excluding data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required or ADH coverage may be applicable. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, the term "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.

Apple Technical Support is limited to the following: (i) the Covered Equipment, (ii) the Apple-branded Operating System ("macOS") and Apple-branded software applications that are pre-installed on or designed to operate with the Covered Equipment ("Consumer Software"), (iii) use of the graphical user interface for server administration and network management issues on Apple's operating system server software ("macOS Server"), and (iv) connectivity issues between the Covered Equipment and a computer or device that meets the Covered Equipment's connectivity specifications and runs an operating system supported by the Covered Equipment.

**Exclusions apply as described below.**

## **4. What is not Covered?**

### 4.1 Hardware Service and ADH Service

Apple may restrict Hardware Service and ADH Service to the country where the Covered Equipment was originally purchased.

Apple will not provide Hardware Service or ADH Service in the following circumstances:

- (a) to protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment;
- (b) to conduct preventative maintenance;
- (c) to replace Covered Equipment that is lost or stolen;
- (d) to repair damage, including excessive physical damage (e.g., products that have been crushed, bent or submerged in liquid), caused by reckless, abusive, willful or intentional conduct, or any use of the Covered Equipment in a manner not normal or intended by Apple;
- (e) to install, remove or dispose of the Covered Equipment or the equipment provided to you while the Covered Equipment is being serviced;
- (f) to repair damage caused by a product that is not Covered Equipment;
- (g) to repair any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced (including for upgrades and expansions), modified, installed or altered by anyone other than Apple or an authorized representative of Apple;
- (h) to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;
- (i) to repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
- (j) to repair damages caused by fire, earthquake, flood, or other similar external causes;
- (k) to protect against damage caused by the presence of hazardous materials, including, but not limited to, biological materials and allergens, that present a risk to human health;

(l) other than covered losses specifically stated in this Plan, the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; or

(m) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code.

Installation of third-party parts may affect your coverage. As a condition of receiving Hardware or ADH Service, all Covered Equipment must be returned to Apple in its entirety including all original parts or Apple-authorized replacement components. The restriction does not prejudice your consumer law rights.

#### 4.2 Technical Support

Apple will not provide Technical Support in the following circumstances:

- (a) For use or modification to the Covered Equipment, the macOS, or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified;
- (b) For issues that could be resolved by upgrading software to the then-current version;
- (c) For third-party products or their effects on or interactions with the Covered Equipment, the macOS, macOS Server, or Consumer Software;
- (d) For your use of a computer or macOS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
- (e) For software other than the macOS, macOS Server, or Consumer Software;
- (f) For macOS software for servers, except when using the graphical interface for server administration and network management issues on macOS Server on a Covered Device;
- (g) For any Consumer Software designated as "beta", "pre-release," or "preview" or similar designation;
- (h) For damage to, or loss of any software or data that was residing or recorded on the Covered Equipment (note: the Plan does not cover the recovery or reinstallation of software programs and user data);
- (i) For third-party web browsers, email applications, and Internet service provider software, or the macOS configurations necessary for their use;
- (j) Other than covered losses specifically stated in this Plan, the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; or
- (k) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code.

### **5. How to Obtain Service and Support?**

You may obtain any service under this Plan or Technical Support by calling Apple or accessing [support.apple.com/en-au](https://support.apple.com/en-au). You must provide the Plan Agreement Number or Covered Device serial number. You must also, upon request, present your Plan Confirmation, and the original sales receipt for your Covered Device and your Plan.

## 6. Service Options

Apple will provide Hardware or ADH Service to you through one or more of these options:

(a) Carry-in service. Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an Apple-owned retail store location or to a service provider authorized by Apple that offers carry-in service. Service will be performed for you at the store, or the store may send the Covered Equipment to an Apple repair service ("ARS") site for service. You must promptly retrieve the Covered Equipment.

(b) Onsite service. Onsite service is available for many desktop and portable computers as well as for the Apple-branded display if the location of the Covered Equipment is within 80 kilometers radius of an Apple Authorised Onsite Service Provider. Certain parts serviceable under do-it-yourself parts service, as described below, are not eligible for onsite service. If Apple determines that onsite service is available, Apple will dispatch a service technician to the location of the Covered Equipment. Service will be performed at the location, or the service technician will transport the Covered Equipment to an Apple Authorised Services Provider ("AASP") or Apple Repair Service ("ARS") location for repair. If the Covered Equipment is repaired at an AASP or an ARS location, Apple will arrange for transportation of the Covered Equipment to your location following service. If the service technician is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

(c) Mail-in service. Direct mail-in service is available for most Covered Equipment. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid waybills (and, if needed, packaging material). You must ship the Covered Equipment to an ARS site in accordance with Apple's instructions. Once service is complete, the ARS site will return the Covered Equipment to you. Apple will pay for shipping to and from your location if you follow all instructions.

(d) Do-it-yourself ("DIY") parts service. DIY parts service is available for many Covered Equipment. This allows you to service your own Covered Equipment. In any case, Apple is not responsible for any labor costs you incur in respect to DIY parts service. If DIY parts service is available, the following process will apply:

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

(ii) Service where Apple does not require return of the replaced Covered Equipment part. Apple will ship you free of charge a replacement Covered Equipment part accompanied by instructions for installation, if applicable, and any requirements for the disposal of the replaced part.

Should you require further assistance, you should contact Apple at the telephone numbers listed below.

Apple may change the method by which Apple provides repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service.

Service will be limited to the options available in the country where you request service. Service options, parts availability and response times may vary. If service is not available for the Covered Equipment in a country that is not the country of purchase, you may be responsible for shipping and handling charges to facilitate service in a country where service is available. If you seek service in a country that is not the country of purchase, you must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated sales taxes and charges. For international service, Apple may repair or exchange products and parts with comparable products and parts that comply with local standards.

## **7. Your Responsibilities**

To receive service or support under an Annual or Fixed-Term Plan, you agree to (i) provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, (ii) provide information about the symptoms and causes of the issues with the Covered Equipment, (iii) respond to requests for information needed to diagnose or service the Covered Equipment, (iv) follow instructions Apple gives you, (v) update software to currently published releases prior to seeking service, and (vi) back up software and data residing on the Covered Equipment.

To receive service or support under a Complimentary Term, you agree to (i) provide your Proof of Coverage, (ii) proof of purchase of the Covered Equipment showing the date the Covered Equipment was purchased, (iii) provide information about the symptoms and causes of the issues with the Covered Equipment, (iv) respond to requests for information needed to diagnose or service the Covered Equipment, (v) follow instructions Apple gives you, (vi) update software to currently published releases prior to seeking service, and (vii) back up software and data residing on the Covered Equipment.

To receive ADH services under the Complimentary Term, any ADH must occur and be Reported to Apple during the Complimentary Term. Reported means that you have (i) contacted Apple at [support.apple.com/en-au](https://support.apple.com/en-au) or created a Genius Bar appointment and (ii) received a Case ID for your incident. To be clear, you must receive a Case ID for your ADH claim to be Reported. ADH incidents Reported to Apple beyond the Complimentary Term will not be covered.

DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT, REFORMAT THE STORAGE MEDIA, AND REINSTALL THE COVERED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED EQUIPMENT PRIOR TO SERVICE. Apple will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install macOS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the macOS. Third party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the macOS update. You will be responsible for reinstalling all other software programs, data and passwords.

## **8. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS, AND THE INSURER, WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED EQUIPMENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE 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 OR THE INSURER'S OBLIGATIONS UNDER

THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES' AND AGENTS' AND THE INSURER'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THIS PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THIS PLAN. APPLE SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE THE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER 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 REPLACEMENT 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.

## **9. Cancellation (not applicable to Complimentary Cover)**

### 9.1 Your Cancellation Rights

Regardless of your method of purchase, you may cancel this Plan at any time for any reason by sending written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, Sydney South, NSW 1235.

#### (a) Cancellations with the return of your Covered Device:

Regardless of your Policy type, to cancel this Policy with the return of Your Covered Equipment (with the exception of an Apple authorized trade in program addressed in section 9.3) as permitted by the original sales channel's return policy, go to the original sales channel of Your Covered Equipment purchase (whether an Apple Authorised Reseller or Apple). You (or Your Payment Plan Provider) will receive a full refund of Premium.

#### (b) All other cancellations:

##### (i) For Fixed-Term Plans:

To cancel a Fixed-Term Plan, call Apple, or you may send written notice with your Plan Agreement Number to the location appropriate to your country of purchase listed in Section 11. You must send a copy of the Plan's original proof of purchase with your notice.

Unless local law provides otherwise, cancellation refunds will be provided as follows:

(A) If you cancel within thirty (30) days of your Plan's purchase, or receipt of this Plan, whichever occurs later, you will receive a full refund less the value of any benefits provided to you under the Plan.

(B) 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. The pro rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase using the calculation set forth in Section 11 for your country of purchase.

##### (ii) For Annual Plans:

To cancel an Annual Pay Plan, you may:

(A) Turn off your next Annual Plan billing renewal through your billing platform (if available); or

(B) Call your billing provider (whether a Reseller or Apple) to cancel your Annual Plan.

Unless applicable local law provides otherwise, in either case, your cancellation will be deferred until midnight on the last day of the year for which the last annual payment was paid. Your Annual Plan will remain active until the end of that year at which point it will be cancelled and no cancellation refund will be provided. For an immediate cancellation of your Annual Plan, you must call your billing provider (whether a Reseller or Apple). You will receive a pro-rata refund based on the percentage of unexpired time remaining in your Annual Plan Term, less the value of any service provided to you under the Plan.

Your failure to timely and fully make any annual payment will be deemed an expression of your intent to cancel your Plan and no cancellation refund will be provided.

If your Annual Plan is financed by a third party, contact the financing entity to cancel your Plan. Apple may return any refund owed to the financing entity who paid Apple for your Plan.

## 9.2 Apple's Cancellation Rights

Unless applicable local law provides otherwise, Apple may cancel this Plan (both on its own behalf and on behalf of the Insurer) for fraud or material misrepresentation, or if service parts for the Covered Equipment are not available, upon thirty (30) days' prior written notice. If local law permits and Apple cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

## 9.3 Cancellation Upon Authorized Trade-in

For Annual Plans, if you trade in your Covered Device to Apple or an Apple Authorized Reseller as part of an Apple authorized trade-in program, that trade in will be deemed an expression of your intent to cancel your Annual Plan. Depending on the date of your trade in, You may be entitled to a refund pursuant to clause 9.1(b)(ii).

## 9.4 Effect of Cancellation

Upon the effective date of your early cancellation, Apple's future obligations under this Plan to you are fully extinguished.

## **10. Transfer of Fixed-Term Plan (not applicable to Complimentary Cover)**

For Fixed-Term Plans only, You may make a one-time permanent transfer of all of your rights under a Fixed-Term Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan's printed materials and this service contract; (ii) you notify Apple of the transfer by sending notice of transfer to the location appropriate for your country as listed in Section 11, and (iii) the other party accepts the terms of this service contract. If you financed the purchase of your Plan, the transferee must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the cancellation provisions applicable as described in Section 9.1. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial number of the Covered Equipment, and the name, address, telephone number and email address of the new owner.

To transfer your Plan, send written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, Sydney South, NSW, 1235.

## **11. Plan Changes**

The Plan terms and conditions originally issued to you will remain in effect for the duration of your Complimentary Term or Plan Term and each Annual Plan renewal, if applicable, unless Apple notifies you of revised Plan terms and conditions.

Unless local law provides otherwise, Apple may, at any time, revise any of the terms and conditions of this Plan, including the price and applicable service fees, upon thirty (30) days' written notice to you, or any lesser period, if applicable or any longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method.

If you do not agree to the revised Plan terms and conditions, you may cancel the Plan without penalty. If you do not cancel the Plan within the Notice Period, your continued payment of annual or other installment charges (if applicable) or request for service under the Plan after receiving notice of a change in your Plan terms and conditions, including with respect to a change in price or service fees, will be deemed consent by you to be bound by such revised Plan terms and conditions. In any event, you may cancel the Plan at any time in accordance with Section 9. If Apple adopts any revision to this Plan that would broaden your coverage without additional cost or any increase in service fees, the broadened coverage will immediately apply to this Plan.<sup>1</sup>

## 12. General Terms and Information

(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 Australia. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all jurisdictions, 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, the Insurer 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 the processing of your data, contact Apple at the telephone numbers provided at [support.apple.com/en-au/HT201232](https://support.apple.com/en-au/HT201232).

(h) **Apple will protect your information in accordance with Apple Customer Privacy Policy available at [apple.com/au/legal/privacy/](https://apple.com/au/legal/privacy/). If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access [appleid.apple.com/au/](https://appleid.apple.com/au/) to update your personal contact preferences or you may contact Apple at [apple.com/au/privacy/contact/](https://apple.com/au/privacy/contact/).**

(i) The terms of the Plan, including, where applicable, the original sales receipt of the Plan and the Plan Confirmation, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's (and, where applicable, the Insurer's) entire understanding with respect to the Plan.

(j) Apple is not obligated to renew this Plan. If Apple does offer to renew this Plan, Apple will determine the price and terms. Complimentary Cover ends on expiration of the Complimentary Term and is not subject to renewal.

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<sup>1</sup> This paragraph does not apply during the Complimentary Term.

(k) There is no informal dispute settlement process available under this Plan.

(l) The rights described in this Plan in respect of returns, refunds and warranties are in addition to the statutory rights to which you may be entitled under the *Competition and Consumer Act 2010* (Cth) and other applicable Australian consumer protection laws and regulations. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

(m) The parties to the group insurance policy for purposes of ADH coverage are Apple Pty Limited at PO Box A2629, Sydney South, NSW, 1235 ("Apple") and AIG Australia Limited (ABN 93 004 727 753, AFS Licence No 381686) of Level 12 717 Bourke Street Docklands Vic 3008 (as "Insurer").

(n) The ADH coverage is provided to you pursuant to a group insurance policy that Apple Pty Limited has purchased from the Insurer. For ADH coverage, the Insurer has provided you with a Product Disclosure Statement (PDS). A copy of the PDS can also be accessed at [apple.com/au/legal/sales-support/applecare/applecareplus/au/mac/](https://apple.com/au/legal/sales-support/applecare/applecareplus/au/mac/) and forms part of the coverage under Section 3.2. The Insurer appoints Apple to provide the Service Events under Section 3.2 of this Plan and covers the costs of such Service Events in excess of your service fee. For ADH coverage cancellation within the 30 days of purchase as set out in this Plan incorporates and is subject to the cooling off rights under the Corporations Act (2001) (Cth) for a general insurance product.

(o) In relation to ADH Services, the Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, the Insurer's parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America or the Commonwealth of Australia.

(p) Apple Pty Limited operates as a Group Purchasing Body under ASIC Corporations (Group Purchasing Bodies) Instrument 2018/751 (or any legislative instrument replacing it and having the same effect). As a Group Purchasing Body, Apple is obliged to provide you with a disclosure statement which can be accessed at [apple.com/au/legal/sales-support/applecare/applecareplus/au/mac/](https://apple.com/au/legal/sales-support/applecare/applecareplus/au/mac/). Apple is not authorised to provide any financial product advice in respect of the ADH, other than any advice in that disclosure statement.

(q) The governing law for the Plan is the law in the State of New South Wales whose courts have non-exclusive jurisdiction to hear any disputes between the parties to this Plan.

(r) Telephone Numbers. See [support.apple.com/en-au/HT201232](https://support.apple.com/en-au/HT201232) for local telephone numbers. Telephone numbers and hours of operation may vary and are subject to change. Toll-free numbers are not available in all countries.

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