

**AppleCare+ for Apple TV**  
**AppleCare+ for Apple Watch**  
**AppleCare+ for Headphones**  
**AppleCare+ for HomePod**  
**AppleCare+ for iPad**  
**AppleCare+ for iPhone**  
**AppleCare+ for iPod**

## **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 Monthly and Fixed-Term 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), a fixed term of coverage ("Fixed-Term Plan"), or for a monthly recurring term of coverage ("Monthly Plan"), except where otherwise noted. Your Fixed-Term Plan or Monthly 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 TV, Apple Watch, HomePod, iPad (including an Apple Pencil and an Apple-branded iPad keyboard purchased for use with your iPad, referred to as "iPad Input Devices"), iPhone, iPod, or the Apple- or Beats-branded headphones listed on your Plan Confirmation ("Covered Device"), (ii) the accessories contained inside the original packaging of your Covered Device, and (iii) for Monthly Plans with an original Plan purchase date prior to September 2020 only, an AirPort Express or AirPort Extreme Base Station, and an AirPort Time Capsule if used with a HomePod or an iPad that is a Covered Device and purchased no earlier than two years before the HomePod or the iPad ("Connectivity Device").

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

This Plan provides cover on a Complimentary, Monthly, or Fixed-Term basis. 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 Monthly and Fixed-Term 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 a Monthly 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 Monthly Plans

For Monthly Plans, your Plan Term is one (1) month. Subject to the provision of a renewal notice, your Plan will automatically renew each month unless cancelled as set forth in the "Cancellation" Section 9 below. 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. Monthly Plans may not be available for all Covered Devices.

### 2.3 Fixed-Term Plans

For Fixed-Term Plans, your Plan Term is fixed as set forth on your Plan Confirmation. Apple is not obligated to renew your Fixed-Term Plan. If Apple does offer to renew, Apple will determine the price and terms.

For Monthly Plans and Fixed-Term Plans paid in installments (where available), you agree to have the credit card, debit card or other authorized payment source such as Apple Pay (the "Payment Source") used for your initial Plan purchase to be kept on file to be automatically charged in advance of the first day of each renewal or installment period following your initial purchase so as to renew your Plan, unless cancelled. If your Payment Source cannot be charged for any reason, and you have not otherwise made the appropriate renewal or installment payment on time, your Plan coverage will be cancelled from the date advised to you in a notice of cancellation. Subject to applicable law, 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, including to allow renewal. For Monthly Plans only, if the price of your Monthly Plan is subject to change upon renewal, you will be notified in advance of any price increase, in accordance with Section 11 of this Plan.

You can find the price of the Monthly 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 either: (i) repair the defect at no charge, using new parts or parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability.

All replacement products provided under this Plan will at a minimum be functionally equivalent to 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. Apple may use Covered Devices or replacement parts for service that are sourced from a country that is different from the country from which the Covered Device or original parts were sourced.

#### 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 (such as, drops and damage caused by liquid contact) ("ADH"), Apple will, subject to your payment of the service fee described in 3.3 below, either (i) repair the defect using new or refurbished parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability. Such replacement 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.

For ADH Services, the Covered Equipment can only be repaired or replaced in accordance with the above and no cash benefit will be payable.

Each ADH service you receive counts towards your "Service Event" limit described in clause 3.4. However, as noted in clause 3.3, a Screen and Back Glass Accidental Damage claim is subject to both Screen-Only and Back Glass-Only Service Fees, but is considered as only one individual Service Event that will count towards Your Service Event limit.

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

**Important:** Please refer to Section 4 for exclusions in connection with the provision of the ADH Service.

#### 3.3 Service Fees and Service Events

For all coverage plans (i.e., Complimentary, Fixed-Term, and Monthly), the following service fees\* apply to each Service Event in relation to ADH.

Apple TV:	A\$ 19
Apple Watch (excluding Hermès and Edition):	A\$ 99
Apple Watch (Hermès or Edition):	A\$ 119
HomePod:	A\$ 55
HomePod mini:	A\$ 19
iPad Pro:	A\$ 65
iPad (all other models):	A\$ 65
iPad Input Device:	A\$ 45
iPhone:	
Screen-Only Damage:	A\$ 45
Back Glass-Only Damage (all iPhone 12 models and 13 models only):	A\$ 45
All Other Damage:	A\$ 149
iPod:	A\$ 45
Apple-branded headphones:	A\$ 45
Beats-branded headphones:	A\$ 45

\*Fees include applicable taxes payable by you.

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.

ADH Service for an iPad Input Device will count as a separate Service Event from ADH Service of your iPad and count towards your two Service Events, even if both your iPad and an iPad Input Device are damaged at the same time.

For iPhone Screen-Only or Back Glass-Only Accidental Damage from Handling claims, the Covered Device must have no additional damage beyond either the screen or back glass damage, including, but not limited to, bent or dented enclosure, that would prevent Apple from replacing either the screen or back glass on the Covered Device. A Covered Device with additional damage will be categorized as iPhone All Other Accidental Damage from Handling claims. .

For an iPhone Screen-Only and Back Glass-Only Accidental Damage from Handling claim, the Covered Device must have no additional damage beyond the screen and back glass damage, including, but not limited to, bent or dented enclosure, that would prevent Apple from replacing the screen and back glass on the Covered Device. A Covered Device with additional damage will be categorized as iPhone All Other Accidental Damage claims. An iPhone Screen and Back Glass Accidental Damage claim is subject to both Screen-Only and Back Glass-Only Service Fees specified in the table above, but is considered as only one individual ADH claim and will count towards Your claims limit (see clause 3.4).

If You elect to use Express Replacement Service ("ERS") for an iPhone Screen-Only, iPhone Back Glass-Only or iPhone Screen-Only and Back Glass-Only Accidental Damage claims, Your claim will be charged as iPhone All Other Accidental Damage.

Screen and back glass repairs are only available for iPhone. Back glass repairs are available for all iPhone 12 models and 13 models only.

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/](https://apple.com/au/legal/sales-support/applecare/applecareplus/).

### 3.4 Claims Limit

**For Monthly and Fixed-Term Plans, this Plan entitles you to: 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 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.**

For Monthly Plans, in the event you use your second available Service Event before the end of a twelve (12)-month period based on your Plan purchase date, Apple will notify you that you may elect to cancel your Plan. If you elect to cancel your Plan, you must notify Apple in accordance with these terms and conditions before your next monthly renewal date. If you elect to cancel, Apple will send you notice of non-renewal in accordance with applicable law. If you do not notify Apple you wish to cancel your Plan, your Plan will continue in force and renew at the same monthly price (subject to Section 11 below).

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.

### 3.5 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 ("OS") and Apple- or Beats-branded software applications that are pre-installed on or designed to operate with the Covered Equipment ("Consumer Software"), and (iii) connectivity issues between the Covered Equipment, a laptop or desktop computer, a compatible television, or other compatible wireless 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 Services to the country where the Covered Equipment was originally purchased.

Apple will not provide Hardware Services or ADH Services 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 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, 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; or
- (j) to repair damages caused by fire, earthquake or other external causes.

Installation of third-party parts may affect your coverage. As a condition of receiving Hardware or ADH Services, 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 of the OS and Consumer Software as server-based applications;
- (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;
- (d) For your use of a computer or OS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
- (e) For software other than the Consumer Software;
- (f) For any Consumer Software designated as "beta", "prerelease", "preview", or similar designation; or
- (g) 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).

## **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/country-selector](https://support.apple.com/country-selector). 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 an Apple Authorized Service Provider ("AASP") 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) 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.

(c) Express Replacement Service ("ERS") or do-it-yourself ("DIY") parts service. ERS is available for certain Covered Equipment and DIY parts service is available for many Covered Equipment. This allows you to service your own Covered Equipment. If Apple requires return of the replaced device or part, Apple may require a credit card authorization to serve as security for the retail price of the replacement device or part and applicable shipping costs until you return the replaced device as instructed, and if you are not able to provide credit card authorization, service may not be available to you in which case Apple will offer an alternative arrangement for service. If you fail to return the replaced device or part as instructed or return a replaced device or part that is ineligible for service, Apple will charge the credit card for the authorized amount. If Apple does not require return of the replaced device or part, Apple will ship you free of charge a replacement device or part accompanied by any applicable instructions or requirements for disposal of the replaced device or part. In any case, Apple is not responsible for any labor costs you incur in respect to ERS or DIY parts service.

ERS is not available for iPod. If you elect to use ERS for iPhone Screen-Only or Back Glass-Only Damage, please refer to section 3.3. as to how your claim will be classified as well as the Service Event which shall apply.

Apple may change the method by which Apple provides repair or replacement services 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 a Monthly 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.

FOR DEVICES WITH STORAGE MEDIA, DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT AND REFORMAT THE STORAGE MEDIA. Apple will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install OS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the OS. Third-party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the OS 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.

(a) Cancellations with the return of your Covered Equipment:

Regardless of your Plan type, to cancel this Plan with the return of your Covered Equipment (with the

exception of trade-ins addressed in clause 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 Authorized Reseller or Apple). You (or your Plan Payment Provider as the case may be) will receive a full Plan refund.

(b) All other cancellations:

(i) For Monthly Plans:

To cancel a Monthly Plan, you may:

(A) Turn off your next Monthly Plan renewal through your billing platform. You may also have the option to turn off Monthly Plan renewal billing directly on your Covered Device; or

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

Unless local law provides otherwise, in either case, your cancellation will be deferred until midnight on the last day of the month for which your last monthly payment was paid. Your Monthly Plan will remain active until the end of that month at which point it will be cancelled and no cancellation refund will be provided. In cases where you fail to timely and fully make any monthly payment and this results in the subsequent cancellation of your Plan due to non-payment, no cancellation refund will be provided.

(ii) For Fixed-Term Plans:

To cancel a Fixed-Term Plan, call Apple at the number listed below, or send written notice with your Plan Agreement Number to AppleCare Administration, Apple Pty Limited, P.O. Box A2629, Sydney South, NSW 1235, Australia. 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) 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) More than thirty (30) days after your receipt of this Plan, you will receive a pro-rata refund of the original purchase price of the Plan. The pro-rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase, less the value of any benefits provided to you under the Plan.

If your Fixed-Term Plan is financed through a Plan Payment Provider, contact your Plan Payment Provider 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

If your Payment Source cannot be charged for any reason for amounts due, including for any Monthly Plan renewal or other installment payment owed by you, and you have not otherwise made the appropriate payment by the due date or any applicable renewal date as notified to you, your Plan may be cancelled for nonpayment and your Plan coverage will cease from the due date or renewal date, or from the date specified in any notice of cancellation.

Additionally, unless applicable local law provides otherwise, Apple may cancel this Plan 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 Termination Upon Authorized Trade-In

For Monthly Plans, if you trade-in your Covered Equipment 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 Monthly Policy and it will be cancelled consistent with clause 9.1.(b)(i).

### 9.4 Effect of Cancellation

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

## **10. Transfer of Fixed-Term Plans**

For Fixed-Term Plans only, you may make a one-time permanent transfer of all of your rights under the 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 AppleCare Administration, Apple Pty Limited at PO Box A2629, Sydney South, NSW 1235, Australia, and (iii) the other party accepts the terms of this service contract. If you financed the purchase of your Plan through a Plan Payment Provider or otherwise pay in installments, 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 applicable cancellation provisions as described in Section 9. 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.

## **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 Monthly 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 monthly 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

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

outside of 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](https://appleid.apple.com) 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) Subject to the provision of a renewal notice, each Monthly Plan will renew automatically, unless cancelled, at its original Plan purchase price, unless you are notified in advance of a price change in accordance with Section 11 of this Plan. Apple is not obligated to renew any Fixed-Term Plan. If Apple does offer renewal, Apple will determine the price and terms. Complimentary Cover ends on expiration of the Complimentary Term and is not subject to renewal.

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

(l) "Apple" is **Apple Pty Limited** at PO Box A2629, Sydney South, NSW 1235, Australia, the legal and financial obligor. "Beats" is Beats Electronics LLC (a/k/a Beats by Dr. Dre), a subsidiary of Apple Inc. producing audio products, including certain Covered Equipment under the Beats brand name.

(m) 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.

(n) This plan is offered and valid only in Australia. 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/legal/sales-support/applecare/applecareplus/au/](https://apple.com/legal/sales-support/applecare/applecareplus/au/) 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.

(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) For ADH coverage cancellation within the thirty (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.<sup>2</sup>

(q) 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/legal/sales-support/applecare/applecareplus/au/](https://apple.com/legal/sales-support/applecare/applecareplus/au/). Apple is not authorized to provide any financial product advice in respect of the ADH, other than any advice in that disclosure statement.

(r) 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.

(s) 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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<sup>2</sup> This paragraph does not apply during the Complimentary Term