

## **AppleCare+ for Apple Vision Pro**

### **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 REGULATION. 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 under the above plan and includes the terms in this document, 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. If you purchased your Plan from Apple, you may obtain a copy of your Plan Confirmation by going to [mysupport.apple.com/products](https://mysupport.apple.com/products).

The Accidental Damage from Handling (“ADH”) coverage under this Plan is insured by AIG Insurance Hong Kong Limited (“Insurer”) of 7/F, One Island East, 18 Westlands Road, Island East, Hong Kong, an insurance company authorized to carry on general insurance business in and from Hong Kong under the Hong Kong Insurance Ordinance and regulated by the Insurance Authority.

“Apple,” when used in this Plan, means Apple Asia Limited of Suite 2401-2412, Tower One, Times Square, Causeway Bay, Hong Kong. Insurer has engaged Apple to provide ADH service to customers under the Plan (either directly or through its affiliates or, if available, authorized service providers).

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 paid for on a one-time basis (“Single-Pay Plan”) or a monthly basis (“Monthly Pay Plan”) unless otherwise noted.

The Plan covers the Apple Vision Pro listed on your Plan Confirmation (the “Covered Device”) and the accessories contained in the original packaging (“Included Accessories”) (together, the “Covered Equipment”). The Covered Equipment must have been purchased or leased as new from Apple or an Apple Authorized Reseller. Where legal ownership of the Covered Equipment has been transferred to you, the Plan must have been transferred to you pursuant to Section 9. Covered Equipment includes any replacement product provided to you by Apple under Section 2 of this Plan.

Coverage begins when you purchase the Plan and continues, unless cancelled, through the date specified in your Plan Confirmation (the “Plan Term”).

You can find the price of the Plan on the original sales receipt as provided by Apple or another seller from whom you have purchased your Plan (an “Apple Authorized Reseller”).

This Plan is intended to and does only apply to your Covered Equipment. This Plan is not for your commercial use and may not be used in furtherance of any financial gain including, but not limited to, seeking service for devices owned by others and which are not covered by this Plan. For the avoidance of doubt, other than as provided under Section 9 of this Plan, you may not sell, transfer, subcontract, delegate, or assign any of your rights under this Plan. Apple has the right to monitor your service requests to ensure compliance. Violation of this provision may void this Plan.

#### **2. What is Covered?**

##### **2.1 Hardware Services for Defects or Consumed Battery (“Hardware Service”)**

Hardware Service is provided if during the Plan Term you submit a valid claim by notifying Apple that a defect in materials and workmanship has arisen in the Covered Equipment, or where the capacity of the Covered

Equipment's battery that was contained in the original packaging to hold an electrical charge is less than eighty percent (80%) of its original specifications. See Section 2.3 for Hardware Service fulfillment details.

For the avoidance of doubt, Hardware Service for a battery whose capacity to hold an electrical charge is less than eighty percent (80%) of its original specifications (i.e., a consumed battery) only applies to the battery that was contained in the original packaging with the Covered Device (or replacement thereof provided to you by Apple under Section 2 of this Plan).

**Exclusions to Hardware Service coverage under this Plan apply as described in Section 3.**

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

ADH Service is provided if during the Plan Term you submit a valid claim by notifying Apple that the Covered Device 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"). The damage must affect the functionality of your Covered Equipment, except for cosmetic damage such as scratches, peeling, discoloration, stretching, dents, and/or chips to the cover glass. See Section 2.3 for ADH Service fulfillment details.

**Exclusions to ADH Service coverage under this Plan apply as described in Section 3.**

#### 2.3 Fulfillment of Hardware Coverage and ADH Services

If during the Plan Term you submit a valid claim for Hardware Service or a valid claim for ADH Service, Apple will, at its discretion, either: (i) repair the defect using new parts or previously used genuine Apple 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 genuine Apple parts that have been tested and pass Apple functional requirements.

If repair or replacement under (i) and (ii) are not possible or available, Insurer will reimburse you with Apple store credit, an Apple gift card, or cash in the amount equal to Apple's current retail price for the Covered Equipment (or, if Apple does not currently sell the Covered Equipment model, the retail price at which Apple last sold the Covered Equipment model), or the amount paid for the Covered Equipment as shown on the original proof of purchase, whichever is greater. In the event a reimbursement is made, the original Covered Equipment will become Apple's property and your Plan will automatically cancel as you are no longer in possession of the Covered Equipment.

Service for ADH is subject to your payment of the service fee described below. Each ADH Service you receive is a "Service Event," subject to the service fees described below.

If Apple exchanges the Covered Equipment, all replacement products provided under this Plan will have the same or substantially similar features (e.g., a different model, or the same model in a different color, with the same or enhanced technological features or capabilities) as the original Covered Equipment or, at Apple's option, the replacement product will be the same or more recent model but with different technological or functional features or capabilities as the original Covered Equipment. 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 Plan Term.

Apple may use devices 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.

**Exclusions apply as described below.**

#### 2.4 Service Fees and Service Events

**Each time you receive services for ADH is a "Service Event," subject to the Service Event fees described below. You are eligible to receive unlimited Service Events for your Covered Equipment while the Plan is active, up to the date the Plan is cancelled or otherwise terminated. Requests for Service Events**

**submitted and received by Apple after the Plan has been cancelled or terminate will not be covered by the Plan.**

**Important: Please refer to Section 3 for exclusions on provision of ADH Service.**

The following service fees apply to each Service Event:

|                              |          |
|------------------------------|----------|
| Tier 1 ADH Service Event     | HK\$229  |
| -ADH to Included Accessories |          |
| Tier 2 ADH Service Event     | HK\$2299 |
| -Other ADH                   |          |

*\*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 Included Accessories that would prevent Apple from repairing and/or replacing the Included Accessories. Covered Equipment with additional damage will be charged the price of the Tier 2 ADH Service Event fee.

The ADH coverage under the Plan is provided to you as a benefit under an arrangement which Apple has entered into with the Insurer in the jurisdiction where you purchased the Plan.

Please note that if you seek service under this Plan in a country or jurisdiction other than Hong Kong, the service fee or local equivalent fee may 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 [apple.com/hk/en/legal/sales-support/applecare/applecareplus](https://apple.com/hk/en/legal/sales-support/applecare/applecareplus) and select the appropriate device and location in which you seek service to view the applicable terms and fees.

## 2.5 Technical Support

During the Plan Term, Apple will provide you with priority access to telephone and web-based technical support for Covered Equipment ("Technical Support"). 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 ("visionOS") and Apple-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 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.**

## **3. What is Not Covered?**

### 3.1 Hardware Service and ADH Service

Apple may restrict Hardware Service and ADH Service to the country where the Covered Equipment was originally purchased. As a condition to 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 and you must comply with Your Responsibilities set out in Section 6. This restriction does not prejudice your consumer law rights. Installation of third-party parts may affect your coverage.

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

- (a) to protect against normal wear and tear;

- (b) to repair cosmetic damage not affecting the functionality or proper operation of the Covered Equipment including scratches, peeling, discoloration, stretching, dents, and/or chips, unless the cosmetic damage is limited to scratches, peeling, discoloration, stretching, dents, and/or chips to the cover glass, in which case the Tier 2 ADH Service Event fee will apply;
- (c) to repair any damage, including scratches, peeling, discoloration, stretching, dents, and/or chips to third-party parts or accessories used with the Covered Equipment, including, but not limited to, prescribed or other corrective lenses;
- (d) to repair any damage including ADH caused by any type of abnormal or improper use, abuse, misuse, neglect, or any other use otherwise inconsistent with the owner's manual, user's guide, or your failure to follow or adhere to Apple's instructions on the proper operation, care, and maintenance provided by Apple or as outlined in the owner's manual or user's guide for the Covered Equipment;
- (e) to conduct preventative maintenance;
- (f) to replace Covered Equipment that is lost or stolen;
- (g) 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 use, or any use of the Covered Equipment in a manner not normal or intended by Apple;
- (h) to install, remove, or dispose of the Covered Equipment or the equipment provided to you while the Covered Equipment is being serviced;
- (i) to repair damage caused by a product that is not Covered Equipment;
- (j) to repair damage to a product that is not Covered Equipment;
- (k) 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;
- (l) to repair or replace any battery used with the Covered Equipment that is not the battery that was contained in the Covered Equipment's original packaging or replacement thereof provided to you by Apple under Section 2 of this Plan;
- (m) to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;
- (n) to repair any damage to Covered Equipment with a serial number that has been altered, defaced, or removed;
- (o) to repair damage caused by fire, earthquake, flood, or other similar external causes;
- (p) 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;
- (q) 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 other than covered losses specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code;
- (r) 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; or
- (s) if you are seeking service for a device under this Plan for a commercial purpose in furtherance of your own financial gain, including if you have sold, transferred, subcontracted, delegated, or assigned any of your rights under this Plan (except as provided under Section 9 of this Plan).

### 3.2 Technical Support

Apple will not provide Technical Support in the following circumstances:

- (a) for use or modification to the Covered Equipment, the visionOS, 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 visionOS, or Consumer Software;
- (d) for your use of a computer or visionOS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
- (e) for software other than the visionOS or Consumer Software;
- (f) for any Consumer Software designated as "beta", "pre-release", "preview", or similar designation;

- (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);
- (h) for third-party web browsers, email applications, and Internet service provider software, or the visionOS configurations necessary for their use;
- (i) 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 other than covered losses specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; or
- (j) 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.

#### **4. How to Obtain Service and Support**

You may obtain service or Technical Support by calling Apple at (852) 2112-0099 or by accessing [support.apple.com/en-hk](https://support.apple.com/en-hk). You must comply with all terms and conditions of this Plan to receive service or support, including but not limited to, Your Responsibilities set out in Section 6.

#### **5. Service Options**

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. Fulfillment of service will be limited to those service options set out in Section 5 and may be fulfilled only by Apple, unless at the time your claim is submitted, service is available at Apple Authorized Service Providers.

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.

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, if available, to an Apple Authorized Service Provider ("AASP") that offers carry-in service. Service will be performed for you at the store or, if applicable, 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 may be available for the Covered Equipment if the location of the Covered Equipment is within an 80 kilometers radius of an Apple Authorized Onsite Service Provider. Certain parts serviceable under Express Replacement Service ("ERS"), 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 AASP or 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 may be available for the 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) Express Replacement Service (“ERS”).

ERS may be available for the Covered Equipment, depending on local capability and availability at the time you seek service and the damage to your Covered Equipment, subject to local law.

If available and you elect to use ERS for Hardware Service, there will be no service fee to use ERS. If available and you elect to use ERS for ADH Service for the battery and/or battery cable of your Covered Equipment, the service will be subject to the Tier 1 Service Event fee stated in Section 2.4. If you elect to use ERS for ADH Service to any component of your Covered Device, the service will be subject to the Tier 2 Service Event fee stated in Section 2.4 as a replacement item of the Covered Device will be provided to you.

If Apple requires return of the replaced Covered Device, Apple may require a credit card authorization for the full amount of the Covered Device to serve as security for the retail price of the replacement device and applicable shipping costs.

Apple may instruct you to return only the impacted component part of the Covered Device. Apple will return component parts that do not need service. If Apple requires return of the battery only, or of only the impacted component part of the Covered Device, Apple may require a credit card authorization to serve as security for the retail price of the battery and/or component part and applicable shipping costs.

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 component part as instructed, or return a replaced device or component part that is ineligible for service, Apple will charge the credit card for the authorized amount.

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

## **6. Your Responsibilities**

To receive service and support under the Plan, you agree to: (i) provide your Plan Agreement Number, a copy of your Plan’s original proof of purchase, a copy of the Covered Equipment’s original proof of purchase, and the Covered Equipment’s serial number; (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) if requested, provide information to verify your ownership of the Plan (i.e., your name, telephone number, email address, Apple Account, and/or any other information Apple deems necessary); (vi) update software to currently published releases prior to seeking service; and (vii) back up software and data residing on the Covered Equipment.

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 visionOS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the visionOS. Third party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the visionOS update. You will be responsible for reinstalling all other software programs, data, and passwords.

## **7. 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.

## **8. Cancellation**

### 8.1 Your Cancellation Rights

Regardless of your Plan type, you may cancel this Plan at any time for any reason effective immediately.

### 8.2 How to Cancel:

#### (a) Cancellation with Return of Covered Equipment:

To cancel this Plan with the return of your Covered Equipment, as permitted by the original sales channel's return policy, you must return your Covered Equipment through the original sales channel (whether an Apple Authorized Reseller or Apple). If you purchased the Covered Equipment from an Apple Authorized Reseller, you may need to contact Apple as stated below to cancel the Plan. You (or the financing entity, in the event your Plan was financed) will receive a full Plan refund.

#### (b) Cancellation of Plans Purchased from Apple Authorized Resellers:

- (1) If you purchased a Single-Pay Plan from an Apple Authorized Reseller and cancel within thirty (30) days of purchase of the Plan, you may need to cancel the Plan via the Apple Authorized Reseller to receive a refund.
- (2) If you purchased a Single-Pay Plan from an Apple Authorized Reseller and cancel more than thirty (30) days after purchase of the Plan, you may:
  - (A) Call Apple at (852) 2112-0099; or
  - (B) Send written notice to AppleCare Administration, Apple Asia Limited of Suites 2401-2412, Tower One, Times Square, Causeway Bay, Hong Kong.

If sending written notice to cancel your Single-Pay Plan, please provide your Covered Device's serial number, your Plan Agreement Number, your Plan's original proof of purchase, and contact information.
- (3) If you purchased a Monthly Pay Plan from an Apple Authorized Reseller, contact that Apple Authorized Reseller or your billing provider to cancel your Plan.

#### (c) Cancellation of Single-Pay Plans Purchased from Apple:

To cancel a Single-Pay Plan, effective immediately:

- (1) If available and only if the Single-Pay Plan was purchased from Apple, go to [getsupport.apple.com/products](https://getsupport.apple.com/products), select "Hardware Coverage" and "Cancel an AppleCare Plan," and follow the instructions;

- (2) If available and only if the Single-Pay Plan was purchased from Apple, follow the steps in the Apple Support app, which can be downloaded through the App Store. If you do not see your Plan when you try to cancel, you may need to finish setting up your Apple Account. For further assistance, please refer to [support.apple.com/HT202704](https://support.apple.com/HT202704);
- (3) Call Apple at (852) 2112-0099; or
- (4) Send written notice to AppleCare Administration, Apple Asia Limited of Suites 2401-2412, Tower One, Times Square, Causeway Bay, Hong Kong.

If sending written notice to cancel your Single-Pay Plan, please provide your Covered Device's serial number, your Plan Agreement Number, your Plan's original proof of purchase, and contact information.

(d) Cancellation of Plans Purchased Through a Financing Entity:

If your Plan is financed through a financing entity, contact Apple (if it is your billing provider) or that financing entity to cancel your Plan. Apple may return any refund owed to the financing entity who paid for your Plan. Additionally, where you pay for the Plan by installments and there are arrears, the financing entity can request that Apple cancel your Plan.

Unless local law provides otherwise, your cancellation may be deferred until midnight on the last day of the month for which the last monthly payment was paid. Your Monthly Pay Plan will remain active until the end of that month at which point it will be cancelled and no cancellation refund will be provided. Your failure to timely and fully make any monthly payment will be deemed an expression of your intent to cancel your Plan and you will not be entitled to receive a refund of any monthly payments you have made.

### 8.3 Refunds

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

- (1) If you cancel this Plan within thirty (30) days of the Plan's purchase date and you paid for the Plan in full, you will receive a full refund less the value of any benefits provided to you under the Plan.
- (2) If you cancel this Plan more than thirty (30) days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less the value of any benefits provided to you under the Plan.

If you have already made a valid claim under your Plan, then - whenever you cancel - Apple may deduct from any refund the value of the benefit you received, which may result in no refund being due to you.

Apple may return any refund owed to the financing entity who paid Apple for your Plan.

### 8.4 Apple's Cancellation Rights

Where you pay for the Plan in installments and there are arrears, the financing entity can request that Apple cancel your Plan.

Unless applicable local law provides otherwise, Apple may cancel this Plan immediately and without prior notice for fraud or material misrepresentation, or if you have used this Plan for commercial purposes in furtherance of your own financial gain, and may demand immediate payment of the cost of all services provided to you and no refund of any kind will be issued.

Additionally, unless local law provides otherwise, Apple may cancel this Plan if service parts for the Covered Equipment are not available, or if Apple is no longer able to service your Covered Equipment, 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.

## 8.5 Effect of Cancellation

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

## **9. Transfer of Plan**

You may make a one-time permanent transfer of all 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 Asia Limited of Suites 2401-2412, Tower One, Times Square, Causeway Bay, Hong Kong; and (iii) the other party accepts the terms of this service contract. Additionally, with regard to Monthly Pay Plans, including 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 to Monthly Pay Plans, as described in Section 8.

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.

## **10. General Terms**

- (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 Hong Kong. This Plan may not be available in all jurisdictions and is not available where prohibited by law.
- (e) Persons who have not reached the age of majority may not purchase this Plan.
- (f) The laws of the Special Administrative Region of Hong Kong govern this Plan.
- (g) 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.
- (h) 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 any service. This may include transferring your data to affiliated companies, the Insurer, or service providers in accordance with the Apple Customer Privacy Policy.
- (i) Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction.
- (j) **You understand and agree that by purchasing the Plan, Apple will use, process, transfer, and protect your information in accordance with the Apple Customer Privacy Policy available at [apple.com/hk/en/legal/privacy/](https://apple.com/hk/en/legal/privacy/). Without prejudice to the foregoing, you agree that Apple, its affiliates, or service providers may use and process your name, device, serial number, contact information, repair history, and other personal information we, our affiliates, or service providers collect or generate in relation to your Plan, for the purposes of: (i) providing and administering the services under the Plan and performing this contract; (ii) ensuring service quality; and (iii) communicating with you regarding your Plan, related financial transactions, and services and support provided under this contract. For such purposes, you agree that this may include the transfer of your personal information between Apple, its affiliates, and service providers. If you have any questions regarding the processing of your personal**

data, contact Apple through the telephone numbers provided or at [apple.com/legal/privacy/contact](https://apple.com/legal/privacy/contact). If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access [account.apple.com](https://account.apple.com) to update your personal contact preferences, or you may contact Apple at [apple.com/hk/en/privacy/contact/](https://apple.com/hk/en/privacy/contact/).

(k) The terms of the Plan, including 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.

(l) Apple is not obligated to renew this Plan. If Apple does offer to renew this Plan, Apple will determine the price and terms.

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

(n) "Apple" is the legal and financial obligor in relation to all obligations under this Plan apart from the ADH coverage. As stated in Section 1, for ADH coverage, the Insurer appoints Apple to provide the Service Events under Section 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 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, its 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 Hong Kong, the European Union, United Kingdom or United States of America.

### **Telephone Numbers**

See [support.apple.com/HT201232](https://support.apple.com/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.