

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 under the above plans 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.

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 following equipment (collectively, the “Covered Equipment”): (i) the AirPods, Apple TV, Apple Watch (including the one Apple-branded strap or Nike Sport strap supplied in the same box as your covered Apple Watch), Beats device, HomePod, iPad (including one Apple Pencil, and/or one Apple Pencil Pro, and/or one Apple-branded iPad keyboard to be used with, and compatible with, your covered iPad, referred to as “iPad Input Devices”), iPhone, or iPod listed on your Plan Confirmation (“Covered Device”), and (ii) the accessories contained inside the original packaging of your Covered Device. 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 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've purchased your Plan (an “Apple Authorised 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 by you 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 for transfers of Plans, 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.

The Accidental Damage from Handling (“ADH”) coverage under this Plan is insured by Tata AIG General Insurance Company Limited (“Insurer”) pursuant to an insurance policy issued to Apple. For ADH coverage, Apple will provide for the Service Events under Section 2.4 and will serve as your point of contact respecting such ADH Service. Apple will cover the costs of such Service Events in excess of your service fee.

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, in relation to Covered Equipment which uses an integrated rechargeable battery, that the capacity of the Covered Device's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications. See Section 2.3 for Hardware Service fulfillment details.

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 (such as, drops and damage caused by liquid contact) (“ADH”). The damage must affect the functionality of your Covered Device. 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 Device (or, if Apple does not currently sell the Covered Device model, the retail price at which Apple last sold the Covered Device model), or the amount paid for the Covered Device as shown on the original proof of purchase, whichever is greater. In the event a reimbursement is made, the original Covered Device will become Apple’s property and your Plan will automatically cancel as you are no longer in possession of the Covered Device.

If Apple exchanges the Covered Device, 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 colour, with the same or enhanced technological features or capabilities) as the original Covered Device, 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 Device. If Apple exchanges the Covered Device, the original product becomes Apple’s property and the replacement product is your property with coverage effective for the remainder of the Plan Term. For any Covered Equipment, replacement accessories other than Apple Watch straps (e.g., AirPods Max Cushions, etc.) may differ in material and colour, subject to availability. For covered Apple Watch straps, regardless of the strap that was supplied in the same box as the covered Apple Watch, your replacement strap will be an Apple-branded strap in a style, material, and colour that is subject to Apple’s discretion.

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 Device 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 Device 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 terminated 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:

AirPods:	₹2,500
Apple TV:	₹1,290
Apple Watch (excluding Ultra and Edition):	₹5,900
Apple Watch Ultra:	₹6,900
Apple Watch Edition:	₹6,900
Beats:	₹2,500
HomePod mini:	₹1,290
HomePod:	₹2,900
iPad:	
iPad Input Device:	
Apple Pencil:	₹2,500
Apple Pencil Pro:	₹2,500
Apple-branded iPad keyboard:	₹2,500
Screen-Only Damage (iPad Air 11" (M3, M2), iPad Air 13" (M3, M2), iPad Pro 11" (M5, M4), iPad Pro 13" (M5, M4), iPad (A16), iPad mini (A17 Pro) models only):	₹2,500
Other Accidental Damage (iPad Air 11" (M3, M2), iPad Air 13" (M3, M2), iPad Pro 11" (M5, M4), iPad Pro 13" (M5, M4), iPad (A16), iPad mini (A17 Pro)):	₹8,900
Other Accidental Damage (all other models):	₹3,900
iPhone:	
Screen-Only Damage:	₹2,500
Back Glass-Only Damage (not available on iPhone SE and models released prior to iPhone 12):	₹2,500
Other Accidental Damage:	₹8,900
iPod:	₹2,500

**Fees include applicable taxes payable by you*

ADH Service for an iPad Input Device will count as a separate Service Event from ADH Service of your iPad, subject to a separate Service Event fee, even if both your iPad and an iPad Input Device are damaged at the same time. ADH Service for iPad Input Devices is limited to one iPad Input Device and/or the replacement iPad Input Device provided to you by Apple under Section 2 of this Plan that is used with your covered iPad.

For all iPad Screen-Only Damage claims, the iPad Screen-Only Damage Service Event fee specified above will apply to the ADH Service. The Covered Device must have no additional damage other than to the screen, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen on the Covered Device. Covered Devices with additional damage will be charged as iPad Other Accidental Damage for the ADH Service.

iPad Screen-Only Damage repairs and Service Event fees are only applicable to the iPad models specified in the Service Event fee table above.

For iPhone Screen-Only **or** Back Glass-Only Damage Service Events, either the iPhone Screen-Only or Back Glass-Only Damage Service Event fee will apply to each Service Event. The Covered Device must have no additional damage other than to the screen or back glass, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing either the screen or back glass on the Covered Device. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage.

For iPhone Screen-Only **and** Back Glass-Only Damage Service Events, both the iPhone Screen-Only and Back Glass-Only Service Event fees will apply to each Service Event. The Covered Device must have not additional

damage other than to the screen and back glass, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen and back glass on the Covered Device. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage.

Back Glass-Only Damage repairs are not available on devices other than iPhones. Back Glass-Only Damage repair is not available on iPhone SE and iPhone models released prior to iPhone 12.

Please note that if you seek service under this Plan in a country other than India, 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, please visit apple.com/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 ("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.

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.

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 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, including third-party parts or accessories used with the 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 authorised 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 repair damage to any Apple Watch strap which is not Covered Equipment;
- (l) to protect against damage caused by the presence of hazardous materials, including, but not limited to, biological or nuclear materials and allergens, that present a risk to human health;
- (m) to protect against damage caused by any civil or foreign war, invasion, rebellion, civil commotion, confiscation by the authorities, order of any government, public authority, or custom officials;
- (n) 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 unauthorised access or unauthorised use of such system, a denial of service attack, or receipt or transmission of malicious code; or
- (o) 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 unauthorised access or unauthorised 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 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.

3.2 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,” or “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) 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 unauthorised access or unauthorised use of such system, a denial of service attack, or receipt or transmission of malicious code; or
- (i) 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 unauthorised access or unauthorised 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 0008001009009, or by accessing support.apple.com/en-in.

You must provide the Plan Agreement Number and/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.

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.

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. or GST 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 to an Apple Authorised 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) Pickup and delivery repair service. If Apple determines that your Covered Equipment is eligible for pickup and delivery repair service, Apple will arrange to pick up your Covered Equipment. Once service is complete, Apple will return the Covered Equipment or a replacement device or part to you. Apple will pay for pickup and delivery to and from your location if all instructions are followed.

(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.

6. Your Responsibilities

To receive service or support under the 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 ADH Service under this Plan, any ADH must occur while your Plan is active, up to the date the Plan is cancelled or otherwise terminated, and promptly submitted to Apple by visiting an Apple retail store or an AASP, by calling Apple at 0008001009009, or by accessing support.apple.com/en-in. Requests for a Service Event for ADH, where such event occurred after the Plan has been cancelled or terminated will not be covered by the Plan.

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.

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 and may be entitled to a refund as described below. To receive any refund, you may be asked to provide your Plan Agreement Number and/or your Plan's original proof of purchase.

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 device return policy, you must return your Covered Equipment through the original sales channel (whether an Apple Authorised Reseller or Apple). If you purchased the Covered Equipment from an Apple Authorised Reseller, you may need to contact Apple as stated below to cancel the Plan. If you did not purchase this Plan from the same sales channel where you purchased the Covered Equipment, you may need to contact Apple to cancel this 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 Authorised Resellers:

- (1) If you purchased a Single-Pay Plan from an Apple Authorised Reseller and cancel within thirty (30) days of purchase of the Plan, you may need to cancel the Plan via the Apple Authorised Reseller to receive a refund.
- (2) If you purchased a Single-Pay Plan from an Apple Authorised Reseller and cancel more than thirty (30) days after purchase of the Plan, you may:
 - (A) Call Apple at 0008001009009; or
 - (B) Send written notice to AppleCare Administration, Apple India Private Ltd at Floor 13, Prestige Minsk Square, Municipal No 6, Cubbon Road, Bengaluru 560 001, Karnataka, India. You must send a copy of the Plan's original proof of purchase with your notice.
- (3) If you purchased a Monthly Pay Plan from an Apple Authorised Reseller, contact that Apple Authorised 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, 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 it, you may need to finish setting up your Apple Account. For further assistance, please refer to support.apple.com/HT202704;

- (3) Call Apple at 0008001009009; or
- (4) Send written notice to Apple India Private Ltd at Floor 13, Prestige Minsk Square, Municipal No 6, Cubbon Road, Bengaluru 560 001, Karnataka, India. You must send a copy of the Plan's original proof of purchase with your notice.

(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.

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 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.
- (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 original purchase price, plus recoverable GST, if applicable. 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.

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 for fraud or material misrepresentation, or if you have used this Plan for commercial purposes in furtherance of your own financial gain. The Insurer 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 the 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 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 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 at Apple India Private Ltd at Floor 13, Prestige Minsk Square, Municipal No 6, Cubbon Road, Bengaluru 560 001, Karnataka, India, 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 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 the Republic of India. 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 any 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 unauthorised access or disclosure as well as unlawful destruction.

(h) You understand and agree that by purchasing the Plan, Apple will use, process, transfer, and protect your information in accordance with Apple Customer Privacy Policy available at apple.com/in/legal/privacy/en-ww/. 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/. 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 to update your personal contact preferences or you may contact Apple at apple.com/in/privacy/contact/.

(i) 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 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.

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

(l) As used in this Plan, “Apple” refers to **Apple India Private Limited**, a company registered in India, with its registered office at Floor 13, Prestige Minsk Square, Municipal No 6, Cubbon Road, Bengaluru 560 001, Karnataka, India and company number U30007KA1996PTC019630. Apple is the legal and financial obligor under this Plan. “Beats” refers to 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 laws of the Republic of India govern this Plan.

(n) Support services under this Plan may be available in English only. You agree that the terms of the Plan and all related documents be interpreted in English.

(o) 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 the Republic of India, the European Union, United Kingdom or United States of America.

Telephone Numbers

See 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.

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