AppleCare+ for Apple Display
AppleCare+ for Mac

How Consumer Rights Affect this Plan

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

1. The Plan

This contract (the "Plan") governs the services provided to you by Apple and includes the terms in this document. For purchased Fixed-Term, Monthly, or Annual Plans, the Plan also includes your Plan Confirmation ("Plan Confirmation") and the original sales receipt for your Plan. Your Plan Confirmation will be provided to you at the time of purchase or sent to you automatically thereafter. 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.

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 a fixed term of coverage ("Fixed-Term Plan"), a monthly recurring term of coverage ("Monthly Plan"), or an annual recurring term of coverage ("Annual Plan"), except where otherwise noted. Your Fixed-Term Plan, Monthly Plan, or Annual Plan may be paid by you or a third party who finances your Plan (a "Payment Plan Provider").

The Accidental Damage from Handling ("ADH") services under the Plan are 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").

The Plan covers the following equipment (collectively, the "Covered Equipment"): (i) the Apple-branded Mac computer or display listed on your Plan Confirmation (including any Apple-branded stand and/or VESA mount included with or purchased at the same time as your Apple-branded display), and the Apple-branded accessories contained inside the original packaging ("Covered Device"), and (ii) an Apple-branded mouse, Magic Trackpad, and/or Apple-branded keyboard if included with the Covered Device (or purchased with a Mac mini, Mac Pro, or Mac Studio) an Apple-branded VESA mount and/or stand if included or purchased with a Mac Covered Device, Apple memory modules (RAM) and an Apple USB SuperDrive ("Mac Accessories") if used with the Covered Device and originally purchased no earlier than two years before the Covered Device purchase. The Covered Equipment must have been purchased or leased as new from Apple or an Apple Authorised Reseller. Where legal ownership of the Covered Equipment is transferred to you, the Plan must be transferred to you pursuant to Section 10. Covered Equipment includes any replacement product provided to you by Apple under Section 3 of this Plan.

Throughout the Plan the term "Apple Account" means the account you use to access Apple services and that you may have also used to purchase this Plan.

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 private 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 10 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. Breach of this condition will result in cancellation of this Plan.

2. Plan Term and Renewal

Plan coverage begins when you purchase the Plan and continues, unless cancelled, through the dates specified in your Plan Confirmation (the "Plan Term").

2.1 Monthly Plans

For Monthly Plans, your Plan Term is one (1) month and is paid for on a monthly, recurring basis. Subject to the provision of a renewal notice, your Plan will automatically renew each month unless cancelled as set forth in 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 Equipment.

2.2 Annual Plans

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

2.3 Fixed-Term Plans

Fixed-Term Plans are paid for on a one-time basis by you or via a payment plan agreement with a Payment Plan Provider for a thirty-six (36)-month term of coverage for the Covered Equipment. Apple is not obligated to renew your Fixed-Term Plan and will advise you when your Fixed-Term Plan is coming to an end and whether it will offer renewal. If Apple does offer to renew, Apple will advise you of the any new pricing and terms which you are free to accept or reject.

For Monthly Plans, Annual Plans, and Fixed-Term Plans paid in instalments (where available), you agree to have the credit card, debit card, or other authorised payment source, e.g., Apple Pay, (the "Payment Source") used for your initial Plan purchase (or your first Plan payment where not otherwise paid for by a Payment Plan Provider) to be kept on file to be automatically charged in advance of the first day of each renewal term or instalment 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 payment on time, Apple will advise you that 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 and Annual Plans only, if the price of your Monthly or Annual 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, Annual, or Fixed-Term Plan on the original sales receipt as provided by Apple or another seller from whom you have purchased your Plan (an "Apple Authorised Reseller").

3. What is Covered?

3.1 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 3.3 for Hardware Service fulfillment details.

Exclusions to Hardware Service coverage under this Plan apply as described in Section 4.

3.2 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 as set out in Section 5 of this document 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 Device. See Section 3.3 for ADH Service fulfillment details.

Exclusions to ADH Service coverage under this Plan apply as described in Section 4.

3.3 Fulfillment of Hardware Coverage and ADH Services

If during the Plan Term you submit a valid claim for Hardware Service or a valid claim, in accordance with Section 7 below, for ADH Service, Apple will make a reasonable determination, and based on the level of ADH, to 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 Device with a replacement product that is new or comprised of new and/or previously used Apple parts that have been tested and pass Apple functional requirements.

If repair or replacement under (i) and (ii) are not possible or available, the Insurer or Apple, at its reasonable discretion, will reimburse you with Apple store credit, an Apple Gift Card sent to your Apple Account, 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. Reimbursement only applies when your claim is made in, and fulfilled to, the country where you purchased the Plan. In the event a reimbursement is made, the original Covered Device will become Apple's property, and your Plan will automatically terminate as you are no longer in possession of the Covered Device.

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

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 reasonable determination, 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.

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.

3.4 Service Fees and Service Events

Each ADH service you receive is a "Service Event" subject to the Service Event fees specified below.

For Monthly, Annual, and Fixed-Term Plans, this Plan entitles you to unlimited Service Events for ADH that occurs and is submitted in accordance with Section 7 to Apple whilst the Plan is active, up to the date the Plan is cancelled or otherwise terminated, each subject to a service fee as set out in Section 3.4. Requests for a Service Event, where such event occurred after the Plan has been cancelled or terminated will not be covered by the Plan.

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

The following service fees apply to each Service Event in relation to ADH:

	MacBook Neo 13” (A18 Pro)	Mac (all other models)	Apple Display
Tier 1 ADH Service Event - Display-Only ADH Damage - Bottom Enclosure-Only ADH Damage	A$79	A$149	A$149
Tier 2 ADH Service Event - Other Accidental Damage	A$249	A$429	A$429

**Fees include applicable taxes payable by you.*

For Accidental Damage Service Events and respective tiers set out above, “Display” includes the glass screen and outer lid case (if applicable). “Bottom Enclosure” includes the case where the keyboard is located, the keyboard itself, and the bottom outer case (if applicable).

For the Tier 1 ADH Service Event fee to apply, the Covered Equipment must have no additional damage other than the Display-Only or the Bottom Enclosure-Only Damage where such additional damage would prevent Apple from repairing the Display or Bottom Enclosure of the Covered Equipment. Covered Equipment with damage to the Display and the Bottom Enclosure, or Covered Equipment with additional damage beyond the Display or the Bottom Enclosure, will be charged the Tier 2 ADH Service Event fee.

Display-Only repairs are only available for Covered Equipment that has a glass screen and/or outer case.

Accidental Damage to the Apple-branded stand and/or VESA mount used with your Apple-branded display will be categorised as a Tier 1 ADH Service Event.

Please note that if you seek service under this Plan for ADH in a country other than Australia, 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 the AppleCare+ support website at apple.com/au/legal/sales-support/applecare/applecareplus/ and select the appropriate device and location in which you seek service to view the applicable terms and fees.

3.5 Claims Limit

There is no limit on the number of Service Events for ADH, Hardware Service, and Technical Support whilst the Plan is active, up to the date the Plan is cancelled or otherwise terminated. 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.

3.6 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 (“macOS”) 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.

4. What is Not Covered?

4.1 Hardware Service and ADH Service

Apple may restrict Hardware Service and ADH Service to the country where the Covered Equipment was originally purchased. 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-authorised replacement components and you must comply with "Your Responsibilities" set out in Section 7.

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 of the Covered Equipment;
(c) to replace Covered Equipment that is lost or stolen;
(d) to repair damage, including excessive physical damage (e.g., products that have been crushed, bent or submerged in liquid), caused by reckless, abusive, wilful 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 damage to a product that is not the Covered Equipment, including third-party parts or accessories used with the Covered Equipment;
(h) 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 authorised representative of Apple;
(i) to repair pre-existing conditions of the Covered Equipment prior to the inception of the Plan in circumstances where you purchased the Plan after you purchased the Covered Equipment;
(j) to repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
(k) to repair damages caused by fire, earthquake, flood, or other natural disasters such as wildfire, flood, or hurricane;
(l) 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;
(m) other than covered losses specifically stated in this Plan, the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss, including any unauthorised access or unauthorised use of such system, a denial-of-service attack, or receipt or transmission of malicious code;
(n) 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;
(o) to cover any incidental, indirect, special or consequential loss or any damage arising out of or in connection with the performance of or use with the Covered Equipment; or
(p) 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 10 of this Plan).

Installation of non-genuine Apple parts may affect your coverage and may result in your claim being declined. As a condition of receiving Hardware or ADH Service, all Covered Equipment must be returned to Apple in its entirety including all original parts or Apple-authorised replacement components. The restriction does not prejudice your consumer law rights.

4.2 Technical Support

Apple will not provide Technical Support in the following circumstances:

(a) for use or modification to the Covered Equipment, the macOS, or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified;

(b) for issues that could be resolved by upgrading software to the then-current version;
(c) for third-party products or their effects on or interactions with the Covered Equipment, the macOS, or Consumer Software;
(d) for your use of a computer or macOS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
(e) for software other than the macOS or Consumer Software;
(f) for any Consumer Software designated as “beta”, “pre-release”, 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;
(h) for recovery or reinstallation of software programs and user data;
(i) for third-party web browsers, email applications, and Internet service provider software, or the macOS configurations necessary for their use;
(j) other than covered losses specifically stated in this Plan, The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss, including any unauthorised access or unauthorised use of such system, a denial-of-service attack, or receipt or transmission of malicious code; or
(k) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorised access or unauthorised use of such data, a denial-of-service attack, or receipt or transmission of malicious code.

5. How to Obtain Service and Support

You may obtain any service under this Plan or Technical Support by calling Apple on 1-300-321-456, or by accessing support.apple.com/en-au.

For ADH claims under Monthly, Annual, or Fixed-Term Plans, you must submit any ADH claim by visiting an Apple retail store or an Apple Authorised Service Provider, by calling Apple on 1-300-321-456, or by accessing support.apple.com/en-au.

When you Report or otherwise submit a claim, you may be required to provide an explanation of where and when the accident occurred, with a detailed description of the actual event. If your claim is approved, you will have to pay the relevant Service Event fee to Apple.

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 7 below.

6. Service Options

Apple may, as and when reasonably required, 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 options are subject to applicable local, state, and federal laws, regulations, and legal requirements. Certain service options may not be available in locations where applicable laws, regulations, or legal requirements restrict or prohibit the shipment, transportation, importation, exportation, or return of devices, or otherwise prohibit the service option.

Service will be limited to the options available for the specific Covered Equipment at the time and in the country and location 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 customs duties, G.S.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 to a service provider authorised by Apple that offers carry-in service. Service

will be performed for you at the store, or the store may send the Covered Equipment to an Apple Repair Service ("ARS") site for service. You must promptly retrieve the Covered Equipment.

(b) Onsite service. Onsite service is available for many desktop and portable computers as well as for the Apple-branded display if the location of the Covered Equipment is within an 80-kilometre radius of an Apple Authorised Onsite Service Provider (a third-party service provider appointed as Apple's agent to handle certain claims). Certain parts serviceable under do-it-yourself parts service, as described below, are not eligible for onsite service. If Apple reasonably determines that onsite service is available, Apple will dispatch a service technician to the location of the Covered Equipment. Service will be performed at the location, or the service technician will transport the Covered Equipment to an Apple Authorised Service Provider ("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 is available for most Covered Equipment. If Apple reasonably determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid waybills (and, if needed, packaging material). You must ship the Covered Equipment to an ARS site in accordance with Apple's instructions. Once service is complete, the ARS site will return the Covered Equipment to you. Apple will pay for shipping to and from your location if you follow all instructions.

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

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

7. Your Responsibilities

To receive Hardware and ADH Service or support under a Monthly, Annual, or Fixed-Term Plan, you agree to (i) provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, (ii) provide information which is reasonably available about the symptoms and causes of the issues with the Covered Equipment, (iii) respond to all reasonable requests for information needed to diagnose or service the Covered Equipment, (iv) follow all reasonable instructions Apple gives you, (v) where practicable update software to currently published releases prior to seeking service, and (vi) back up software and data residing on the Covered Equipment. Depending on the prejudice suffered by Apple or the Insurer, your failure to carry out the above may result in you not receiving service or support.

To receive ADH Services under Annual and Fixed-Term Plans, any ADH must occur whilst your Plan is active, up to the date the Plan is cancelled or otherwise terminated, and must be submitted to Apple by visiting an Apple retail store or an Apple Authorised Service Provider, by calling Apple on 1-300-321-456, or by accessing support.apple.com/en-au. Requests for ADH Service Events, 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, 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. You should ensure where possible that your software and data residing on the Covered Equipment is backed up on a regular basis and prior to making a claim. Apple will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install macOS updates as part of Hardware Service that will prevent the Covered Equipment from reverting to an earlier version of the macOS. Third-party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the macOS update. You will be responsible for reinstalling all other software programs, data, and passwords.

8. Exclusion

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, OTHER THEN THE COVERAGE PROVIDED BY THE HARDWARE SERVICE, ADH SERVICE AND TECHNICAL SUPPORT UNDER THE PLAN 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

9.1 Your Cancellation Rights

Regardless of your Plan type, you may cancel this Plan at any time for any reason effective immediately and by way of the applicable alternatives described below. On cancellation, you may be entitled to a refund as described below.

9.2 How to Cancel

(a) Cancellation with Return of Covered Device:

To cancel this Plan with the return of your Covered Device (with the exception of trade-ins) as permitted by the original sales channel's return policy, you must return your Covered Device through the original sales channel (whether an Apple Authorised Reseller or Apple). You (or your Payment Plan Provider) will receive a full Plan refund.

(b) Cancellation of Plans Purchased from Apple Authorised Resellers:

(1) If you purchased a Fixed-Term 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.

(2) If you purchased a Fixed-Term Plan from an Apple Authorised Reseller and cancel more than thirty (30) days after the purchase of the Plan, you may:

(A) Call Apple on 1-300-321-456; or

(B) Send written notice to AppleCare Administration, PO Box A2629, Sydney South, NSW 1235, Australia. Your Plan will be cancelled upon receipt of notice.

If sending written notice to cancel your Fixed-Term Plan, please provide your Plan Agreement Number and Plan proof of purchase.

(3) If you purchased a Monthly or Annual Plan from an Apple Authorised Reseller, contact that Apple Authorised Reseller to cancel your Plan.

(c) Cancellation of Monthly or Annual Plans Purchased from Apple:

To cancel a Monthly or Annual Plan purchased from Apple, effective immediately:

(1) On your Covered Device, go to Settings > General > AppleCare & Warranty;

(2) Go to support.apple.com/en-au/118428. 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 on 1-300-321-456; or

(4) Send written notice to AppleCare Administration, PO Box A2629, Sydney South, NSW 1235, Australia. Your Plan will be cancelled upon receipt of notice.

If sending written notice to cancel your Annual Plan, please provide your Plan Agreement Number and Plan proof of purchase.

(5) If available, you may also cancel your Monthly or Annual Plan by preventing your Monthly or Annual Plan from automatically renewing by calling Apple on 1-300-321-456. Cancellation will be deferred until the end of the month or year for which your last monthly or annual payment was paid. Your Monthly or Annual Plan will remain active until midnight on the last day of that month or year at which point it will be cancelled and no refund will be provided.

(d) Cancellation of Fixed-Term Plans Purchased from Apple:

(1) To cancel your Fixed-Term Plan and enrol your Covered Equipment into AppleCare One, go to Settings > General > AppleCare & Warranty, select the Covered Equipment and follow the steps to purchase AppleCare One and/or enrol the device onto an existing AppleCare One plan. This Plan will be terminated effective immediately once the Covered Equipment is enrolled into AppleCare One.

(2) If available and only if the Fixed-Term 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/en-au/118218;

(3) If available and only if the Fixed-Term Plan was purchased from Apple, go to getsupport.apple.com/products, select “Hardware Coverage” and “Cancel an AppleCare Plan”, and follow the instructions;

(4) Call Apple on 1-300-321-456; or

(5) Send written notice to AppleCare Administration, PO Box A2629, Sydney South, NSW 1235, Australia. Your Plan will be cancelled upon receipt of notice.

If sending written notice to cancel your Fixed-Term Plan, please provide your Plan Agreement Number and Plan proof of purchase.

To cancel a Fixed-Term Plan that is financed through a Payment Plan Provider, contact Apple on 1-300-321-456, or contact the Payment Plan Provider and request that they cancel the Plan on your behalf. Apple may return any refund owed to the financing entity who paid Apple for your Plan.

9.3 Chargeback Cancellations

If there is a reversal of a charge on the payment source with respect to a monthly or annual payment for your Plan within the current billing period in which the charge was made ("Chargeback"), the Chargeback will result in an automatic termination of the Plan from the date such Chargeback was made, and no refund will be provided.

If you Chargeback a monthly or annual payment for your Plan that was made prior to the current billing period for your Plan, the Chargeback will result in an automatic termination of the Plan and it may be cancelled as of the date the Chargeback is made, and you will receive a pro rata refund based on the percentage of unexpired time remaining on your Monthly or Annual Plan.

Regardless of when you make a Chargeback, if the Chargeback is reversed by your financial institution or withdrawn by you, the Plan may still be terminated as of the date you requested the Chargeback and you will receive a pro rata refund based on the percentage of unexpired time remaining on your Monthly or Annual Plan.

9.4 Refunds for Monthly Plans

If you cancel a Monthly Plan, not in connection with the return of your Covered Equipment, you may be entitled to a refund which will be calculated on the following basis:

(1) If you cancel a Monthly Plan within fourteen (14) days of the date of initial purchase or each renewal of your Plan, you will receive a full refund.

(2) If you cancel a Monthly Plan more than fourteen (14) days after the date of initial purchase or renewal of your Plan, you will be entitled to a pro rata refund based on the percentage of unexpired time remaining on your Monthly 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.

As set forth above, if available, if you turn off your next Monthly Plan renewal, 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 refund will be provided.

9.5 Refunds for Annual Plans

If you cancel an Annual Plan, not in connection with the return of your Covered Equipment, you may be entitled to a refund which will be calculated on the following basis:

(1) If you cancel an Annual Plan within thirty (30) days of the date of initial purchase or each renewal of your Plan, you will receive a full refund.

(2) If you cancel an Annual Plan more than thirty (30) days after the date of initial purchase or renewal of your Plan, you will be entitled to a pro rata refund based on the percentage of unexpired time remaining on your Annual 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.

As set forth above, if available, if you turn off your next Annual Plan renewal, cancellation will be deferred until midnight on the last day of the year for which your last annual payment was paid. Your Annual Plan will remain

active until the end of that year at which point it will be cancelled and no refund will be provided.

9.6 Refunds for Fixed-Term Plans

If you cancel a Fixed-Term Plan in accordance with Section 9.2 and not in connection with the return of your Covered Equipment, you may be entitled to a refund which will be calculated on the following basis:

(1) If you cancel a Fixed-Term Plan within thirty (30) days of the Plan purchase date and you paid for the Plan in full, you will receive a full refund.

(2) If you cancel a Fixed-Term Plan more than thirty (30) days after the Plan purchase date and you paid for the Plan in full, you will be entitled to a pro rata refund based on the percentage of unexpired time remaining on your 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.

If your Fixed-Term Plan is financed through a Payment Plan Provider, contact Apple or your Payment Plan Provider to cancel your Plan. Apple may return any refund owed to the financing entity who paid Apple for your Plan.

If you cancelled your Fixed-Term Plan through Settings > General > AppleCare & Warranty and enrolled the Covered Equipment into AppleCare One in the same transaction, any refund will be provided via an electronic Apple Gift Card sent to the Apple Account associated with the AppleCare One plan, which may be used for an AppleCare One plan payment.

9.7 Apple's Cancellation Rights

If your Payment Source cannot be charged for any reason for amounts due, including for any Monthly or Annual Plan renewal or other instalment 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.

Unless applicable local law provides otherwise, Apple may cancel this Plan immediately and without prior notice (both on its own behalf and on behalf of the Insurer) for fraud or material misrepresentation, or if you have used this Plan for commercial purposes in the furtherance of your own financial gain. 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, 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.

9.8 Termination Upon Authorised-Trade In

For Monthly or Annual Plans, if you trade in your Covered Device through the Apple trade-in programme, that trade-in will be deemed an expression of your intent to cancel your Monthly or Annual Plan and it will be cancelled at the time your trade-in is accepted. Depending on the date of your trade-in, you may be entitled to a refund pursuant to Section 9.4, 9.5, or 9.6.

9.9 Effect of Cancellation

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

10. Transfer of Fixed-Term Plan

For Fixed-Term Plans only, you may make a one-time permanent transfer of all of your rights under a Fixed-Term

Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan's printed materials and this service contract and; (ii) you notify Apple of the transfer as instructed at support.apple.com/HT202712. If you financed the purchase of your Plan, the transferee must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the cancellation provisions applicable as described in Section 9. 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. Monthly and Annual Plans cannot be transferred.

11. Plan Changes

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

Unless local law provides otherwise, Apple may, as and when reasonably necessary, 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 period if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method and will include the reasoning for such change.

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, annual, or other instalment 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.

12. General Terms and Information

(a) Apple may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

(b) Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.

(c) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.

(d) This Plan is offered only in Australia. Persons who have not reached the age of majority may not purchase this Plan.

(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/au/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. 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/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 or Annual 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 reasonably determine the price and terms.

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

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

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

(n) This Plan is only offered 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/au/legal/sales-support/applecare/applecareplus/au/mac/ and forms part of the coverage under Section 3. The Insurer appoints Apple to provide the Service Events under Section 3 of this Plan and covers the costs of such Service Events in excess of your service fee. For ADH coverage cancellation within the 30 days of purchase as set out in this Plan incorporates and is subject to the cooling off rights under the Corporations Act (2001) (Cth) for a general insurance product.

(o) Devices purchased in a country other than Australia may not be eligible for coverage under this Plan.

(p) 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.

(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/au/legal/sales-support/applecare/applecareplus/au/mac/. Apple is not authorised to provide any financial product advice in respect of the ADH, other than any advice in that disclosure statement.

(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.

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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