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.

Terms & Conditions – Canada (Excluding Québec)

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

The Plan covers the following equipment (collectively, the "Covered Equipment"): (i) the Apple-branded Mac computer or display listed on your Plan Confirmation (including any Apple-branded stand and/or VESA mount included with or purchased at the same time as your Apple-branded display), and the Apple-branded accessories contained in 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 Authorized 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.

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 10 of this Plan for transfers of Fixed-Term 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 with the terms and conditions of this Plan. Violation of this provision may result in cancellation by Apple of this Plan.

2. Plan Term and Renewal

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

For Monthly Plans, your Plan Term is one (1) month. Your Plan will automatically renew each month unless and until cancelled as set forth in Section 9 below, 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 cancellation, or otherwise required by law. Monthly Plans may not be available for all

Covered Equipment.

For Annual Plans, your Plan Term is one (1) year. Your Plan will automatically renew each year unless and until cancelled as set forth in Section 9 below, 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 sixty (60) days' prior written notice of cancellation, or as otherwise required by law. Annual Plans may not be available for all Covered Equipment.

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

For Monthly Plans, Annual Plans, and Fixed-Term Plans paid in installments (where available), you agree to have the credit card, debit card, or other authorized 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) kept on file to be automatically charged in advance of the first day of each renewal term or installment billing period (as the case may be) following your initial payment. If your Payment Source cannot be charged for any reason, and you have not otherwise made the appropriate payment on time, your Plan coverage will cease from the due date. Apple has the right, but not the obligation, to accept any late payment and allow your Plan to continue from the date of late payment, 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 Plan on the original sales receipt as provided by Apple or another seller from whom you have purchased your Plan (an "Apple Authorized 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 that 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 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 notifying Apple that the Covered Device has failed due to accidental damage from handling resulting from an unexpected and unintentional external event (e.g., 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 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 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 as determined by Apple, then Apple, at its sole 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. 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.

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 Device, all replacement products 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.

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 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 4 for exclusions on provision of ADH Service.

The following service fees apply to each Service Event:

	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	C$69	C$129	C$129
Tier 2 ADH Service Event - Other Accidental Damage	C$209	C$379	C$379

**Fees exclude 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 in a country other than Canada, 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.

3.5 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 ("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.

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

(a) to protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment;
(b) to conduct preventative maintenance;
(c) to replace Covered Equipment that is lost or stolen;
(d) to repair damage, including excessive physical damage (e.g., products that have been crushed, bent or submerged in liquid), caused by reckless, abusive, willful, or intentional conduct, or any use of the Covered Equipment in a manner not normal or intended by Apple;
(e) to install, remove or dispose of the Covered Equipment, or the equipment provided to you while the Covered Equipment is being serviced;
(f) to repair damage caused by a product that is not Covered Equipment;
(g) to repair 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, or altered by anyone other than Apple or an authorized representative of Apple;
(i) to repair pre-existing conditions of the Covered Equipment if 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 similar external causes;
(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) 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

(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 unauthorized access or unauthorized use of such data, a denial-of-service attack, or receipt or transmission of malicious code.

Installation of third-party parts may affect your coverage. As a condition of receiving Hardware or ADH Service, all Covered Equipment must be returned to Apple in its entirety including all original parts or Apple-authorized replacement components. This 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 operating system 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 (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 macOS 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.

5. How to Obtain Service and Support

You may obtain service or Technical Support by calling Apple or accessing support.apple.com/en-ca. You must provide your Plan Agreement Number or Covered Device serial number. You must also, upon request, present your Plan Confirmation, and the original sales receipt for your Covered Device and your Plan.

6. Service Options

Apple 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 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 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 to 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, V.A.T. and other associated 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 the following options:

(a) Carry-in service. Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an Apple-owned retail store location or to an Apple Authorized Services 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) Onsite service. Onsite service is available for many desktop computers (and many portable computers in Canada) as well as for the Apple-branded display if the location of the Covered Equipment is within a 50 mile (80 kilometer) radius of an Apple Authorized Onsite Service Provider. Certain parts serviceable under do-it-yourself parts service, as described below, are not eligible for onsite service. If Apple determines that onsite service is available, Apple will dispatch a service technician to the location of the Covered Equipment. Service will be performed at the location, or the service technician will transport the Covered Equipment to an AASP or ARS location for repair. If the Covered Equipment is repaired at an AASP or ARS location, Apple will arrange for transportation of the Covered Equipment to your location following service. If the service technician is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

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

(d) Do-it-yourself ("DIY") parts service. DIY parts service is available for many Covered Equipment. This allows you to service your own Covered Equipment. In any case, Apple is not responsible for any labor costs you incur 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 authorization to serve as security for the retail price of the replacement Covered Equipment part and applicable shipping costs. If you are not able to provide credit card authorization, service may not be available to you and Apple will offer an alternative arrangement for service. Apple will ship a replacement Covered Equipment part to you with installation instructions, if applicable, and any requirements for the return of the replaced Covered Equipment part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the Covered Equipment part and shipping to and from your location. If you fail to return the replaced Covered Equipment part as instructed or return a replaced product, part or accessory that is ineligible for service, Apple will charge the credit card for the authorized amount.
>
> (ii) Service where Apple does not require return of the replaced Covered Equipment part. Apple will ship you free of charge a replacement Covered Equipment part accompanied by instructions for installation, if applicable, and any requirements for the disposal of the replaced part.

7. 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.

DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT, REFORMAT THE STORAGE MEDIA, AND REINSTALL THE COVERED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED EQUIPMENT PRIOR TO SERVICE. Apple will return

your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install macOS updates as part of Hardware Service that will prevent the Covered Equipment from reverting to an earlier version of the macOS. Third-party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the macOS update. You will be responsible for reinstalling all other software programs, data, and passwords.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS 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 OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES' AND AGENTS' 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 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 ALL 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 method of purchase, you may cancel this Plan at any time for any reason and 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 addressed in Section 9.8), as permitted by the original sales channel's device return policy, you must return your Covered Device through the original sales channel (whether an Apple Authorized Reseller or Apple). If you purchased the Covered Device from an Apple Authorized Reseller, you may need to contact Apple as stated below to cancel the Plan. You (or your Payment Plan Provider) will receive a full Plan refund.

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

(1) If you purchased a Fixed-Term 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.

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

(A) Call Apple at 1-800-263-3394; or

(B) Send written notice to Agreement Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S.

If sending written notice to cancel your Fixed-Term Plan, please provide your Covered Device's serial number, your Plan Agreement Number, your Plan's proof of purchase, and your contact information. Your Plan will be cancelled upon receipt of your written notice.

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

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

To cancel effective immediately:

(1) Visit support.apple.com/fr-ca/118218 (French) or support.apple.com/en-ca/118218 (English). 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;

(2) Go to support.apple.com/HT202039 on your Covered Device and select the links for "Cancel a subscription" and "AppleCare+." Your cancellation will be effective immediately. 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 1-800-263-3394; or

(4) Send written notice to Agreement Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S.

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

(5) You may also cancel your Monthly or Annual Plan by preventing your Monthly or Annual Plan from automatically renewing. Do this by turning off the renewal billing by calling Apple at 1-800-263-3394. Your action in turning off the renewal billing will be deemed an expression of your intent to cancel your Monthly or Annual Plan and your Plan will cease at 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 the month or year at which point it will be cancelled and no cancellation refund will be provided.

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

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

To cancel a Fixed-Term Plan purchased from Apple, you may:

(1) To cancel effective immediately, visit support.apple.com/fr-ca/118218 (French) or support.apple.com/en-ca/118218 (English). 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;

(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/HT202704;

(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 at 1-800-263-3394; or

(5) Send written notice to Agreement Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S.

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

To cancel a Fixed-Term Plan that is financed through a Payment Plan Provider, contact Apple at 1-800-263-3394, 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.

(e) Cancellation in Connection with a Group or Membership Program:

If you receive your AppleCare+ Plan (regardless of type) as part of a group or membership program, upon expiration or termination of your right to continue AppleCare+ under such program, you may have the option to assume payment for AppleCare+ and continue your Plan. If you do not elect to assume payment and continue AppleCare+, your Plan will be cancelled and you will have no right to any refund.

9.3 Chargeback Cancellations

If you chargeback a monthly, annual, or one-off payment for your Monthly Plan, Annual Plan, or Fixed-Term Plan within the current billing period in which the charge was made, the chargeback will be deemed an expression of intent to cancel your Plan and it may be cancelled as of the date the chargeback is made, and no refund will be provided.

If you chargeback a monthly or annual payment for your Monthly Plan or Annual Plan that was made prior to the current billing period for your Plan, the chargeback will be deemed an expression of intent to cancel your Plan and it may be cancelled as of the date the chargeback is made, and you may receive a pro rata refund based on the percentage of unexpired time remaining on your Monthly Plan 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 cancelled as of the date you requested the chargeback and you may receive a pro rata refund based on the percentage of unexpired time remaining on your Monthly Plan, Annual Plan, or Fixed-Term Plan.

9.4 Refunds for Monthly Plans

Unless local law provides otherwise, 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 the initial purchase or renewal of the Monthly Plan, you will receive a full refund.

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

As set forth above, 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 cancellation refund will be provided.

9.5 Refunds for Annual Plans

Unless local law provides otherwise, 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 initial purchase or renewal of the Annual Plan, you will receive a full refund.

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

As set forth above, 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 cancellation refund will be provided.

9.6 Refunds for Fixed-Term Plans

Unless local law provides otherwise, if you cancel a Fixed-Term 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) Within thirty (30) days of your Plan's purchase or receipt of this Plan, whichever occurs later, you will receive a full refund less the value of any benefits provided to you under the Plan.

(2) More than thirty (30) days after your receipt of this Plan, you will receive a pro-rata refund of the original purchase price. The pro-rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase, less the value of any benefits provided to you under the Plan.

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.

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 installment payment owed by you, and you have not otherwise made the appropriate payment by the due date or any applicable renewal date, your Plan may be cancelled for nonpayment and your Plan coverage will cease from the due date or renewal date.

Unless applicable local law provides otherwise, Apple may cancel this Plan immediately and without notice for fraud or material misrepresentation, or if you have used this Plan for commercial purposes in furtherance of your own financial gain. Apple 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.

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

9.8 Cancellation Upon Authorized Trade-In

For Monthly and Annual Plans, if you trade in your Covered Device through the Apple Trade In Program, 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 the trade-in is accepted.

9.9 Effect of Cancellation

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

10. Transfer of Fixed-Term Plans

For Fixed-Term Plans only, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan's printed materials and this service contract; (ii) you notify Apple of the transfer as instructed at support.apple.com/HT202712; and (iii) the other party accepts the terms of this service contract. If you financed the purchase of your Plan through a Payment Plan Provider or otherwise pay in installments, the transferee must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the cancellation provisions as described in Section 9. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial numbers 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. Apple may, at any time, revise any of the terms and conditions of this Plan, including the price and applicable service fees, upon thirty (30) days' written notice to you, or longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method. If you do not agree to the revised Plan terms and conditions, you may cancel the Plan without penalty. If you do not cancel the Plan within the Notice Period, your continued payment of monthly, annual, or other installment charges (if applicable) or request for service under the Plan after receiving notice of a change in your Plan terms and conditions, including with respect to a change in price or service fees, will be deemed consent by you to be bound by such revised Plan terms and conditions. In any event, you may cancel the Plan at any time in accordance with Section 9.

If Apple adopts any revision to this Plan that would broaden your coverage without additional cost or any increase in service fees, the broadened coverage will immediately apply to this Plan.

12. 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 provinces or territories of Canada, excluding Québec. 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, 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 or service providers in accordance with

the Apple Customer Privacy Policy.

(g) Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction.

(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/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/ca/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) 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, it 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" is **Apple Canada Inc.**, with offices at 120 Bremner Blvd., Suite 1600, Toronto, Ontario M5J 0A8. For Plans sold in Canada, Apple Canada Inc. is the legal and financial obligor.

(m) The laws of the province of Ontario govern Plans purchased in Canada except where prohibited by law. If these terms are inconsistent with the laws of any jurisdiction where you purchase this Plan, then the laws of that jurisdiction will control.

(n) Support services under this Plan may be available in English and French (Canada) only.

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

13. Country, Province and State Variations

Product availability may vary by province and territory.

Telephone Numbers

Canada – 800-263-3394

* Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and international contact information at support.apple.com/HT201232. Toll-free numbers are not available in all countries.

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