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 by Apple under the above plans and includes the terms in this document, your Plan Confirmation ("Plan Confirmation"), and the original sales receipt for your Plan. Your Plan Confirmation will be provided to you at the time of purchase or sent to you automatically thereafter. If you purchased your Plan from Apple, you may obtain a copy of your Plan Confirmation by going to mysupport.apple.com/products.

Benefits under this Plan are additional to your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support. The terms of the Plan apply the same whether paid for on a one-time basis ("Single-Pay Plan") or a monthly basis ("Monthly Pay Plan") unless otherwise noted.

The Plan covers the following equipment (collectively, the "Covered Equipment"): (i) the 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 Authorized Reseller. Where legal ownership of the Covered Equipment is transferred to you, the Plan must be transferred to you pursuant to Section 9. Covered Equipment includes any replacement product provided to you by Apple under Section 2 of this Plan.

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

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

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

2. What is Covered?

2.1 Hardware Services for Defects or Consumed Battery ("Hardware Service")

Hardware Service is provided if during the Plan Term you submit a valid claim by notifying Apple that a defect in materials and workmanship has arisen in the Covered Equipment, or in relation to Covered Equipment which uses an integrated rechargeable battery, that the capacity of the Covered Equipment's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications. See Section 2.3 for Hardware Service fulfillment details.

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

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

ADH Service is provided if during the Plan Term you submit a valid claim 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 2.3 for ADH Service fulfillment details.

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

2.3 Fulfillment of Hardware Coverage and ADH Services

If during the Plan Term you submit a valid claim for Hardware Service or a valid claim for ADH Service, Apple will, at its discretion, either: (i) repair the defect using new parts or previously used genuine Apple parts that have been tested and pass Apple functional requirements, or (ii) exchange the Covered Equipment with a replacement product that is new or comprised of new and/or previously used genuine Apple parts that have been tested and pass Apple functional requirements.

If repair or replacement under (i) and (ii) are not possible or available 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 color, 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.

2.4 Service Fees and Service Events

Each time you receive services for ADH is a "Service Event," subject to the Service Event fees described below. You are eligible to receive unlimited Service Events for your Covered Device while the Plan is active, up to the date the Plan is cancelled or otherwise terminated. Requests for Service Events submitted and received by Apple after the Plan has been cancelled or terminated will not be covered by the Plan.

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

The following service fees apply to each Service Event:

	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	AED 189	AED 349	AED 349
Tier 2 ADH Service Event - Other Accidental Damage	AED 579	AED 1,149	AED 1,149

**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 categorized as a Tier 1 ADH Service Event.

Please note that if you seek service under this Plan in a country other the United Arab Emirates, the service fee or local equivalent fee will 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/legal/sales-support/applecare/applecareplus/ and select the appropriate device and location in which you seek service to view the applicable terms and fees.

2.5 Technical Support

During the Plan Term, Apple will provide you with priority access to telephone and web-based technical support for Covered Equipment (“Technical Support”). Technical Support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when Hardware Service is required or ADH coverage may be applicable. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, the term "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as “1.0” or “2.0” and which is not in beta or pre-release form.

Apple Technical Support is limited to the following: (i) the Covered Equipment, (ii) the Apple-branded Operating System (“OS”) and Apple- or Beats-branded software applications that are pre-installed on or designed to operate with the Covered Equipment (“Consumer Software”), and (iii) connectivity issues between the Covered Equipment, a laptop or desktop computer, a compatible television, or other compatible wireless device that meets the Covered Equipment’s connectivity specifications and runs an operating system supported by the Covered Equipment.

Exclusions apply as described below.

3. What is Not Covered?

3.1 Hardware Services and ADH Services

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, 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 damage caused by flood, fire, earthquake, or other external causes;
(l) to repair damage to Covered Equipment 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.

Apple may ask you to provide an explanation of where and when the accident occurred with a detailed description of the actual event. Apple will deny your claim if you fail to pay the service fee or fail to provide information relating to the accident when asked.

3.2 Technical Support

Apple will not provide Technical Support in the following circumstances:

(a) for use of 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 use of the macOS and Consumer Software as server-based applications;
(c) for issues that could be resolved by upgrading to the then-current version;
(d) for third-party products or their effects on or interactions with the Covered Equipment;
(e) for your use of a computer or macOS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
(f) for software other than the Consumer Software;
(g) for any Consumer Software designated as “beta,” “pre-release,” “preview,” or similar designation;
(h) 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);
(i) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered

losses specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial-of-service attack, or receipt or transmission of malicious code; or

(j) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial-of-service attack, or receipt or transmission of malicious code.

4. How to Obtain Service and Support

You may obtain service or Technical Support by calling Apple at 8000 444 0407, or by accessing support.apple.com/HT201232. You must provide the Plan Agreement Number or Covered Device serial number. You must also, upon request, present your Plan Confirmation, and the original sales receipt for your Covered Device and your Plan.

You must comply with all terms and conditions of this Plan to receive service or support, including but not limited to, Your Responsibilities set out in Section 6.

5. Service Options

Apple may change the method by which Apple provides repair or replacement service to you and your Covered Equipment's eligibility to receive a particular method of service. 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 according to country. 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 these options:

(a) Carry-in service. Carry-in service is available for most Covered Equipment products. Return the Covered Equipment to an Apple-owned retail store location or to an 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. Once you are notified that service is complete, you will 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-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) Do-it-yourself ("DIY") parts service. DIY parts service is available for many Covered Equipment parts or accessories, and this will allow you to service your own Covered Equipment. 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. Apple is not responsible for any labor costs you incur in respect to DIY parts service. Should you require further assistance, you should contact Apple at the telephone number listed below.

6. Your Responsibilities

To receive service or support under the Plan, you agree to (i) provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, (ii) provide information about the symptoms and causes of the issues with the Covered Equipment, (iii) respond to requests for information needed to diagnose or service the Covered Equipment, (iv) follow instructions Apple gives you, (v) update software to currently published releases prior to seeking service, and (vi) back up software and data residing on the Covered Equipment.

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.

7. 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 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 THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE 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.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, APPLE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Cancellation

<u>8.1 Your Cancellation Rights</u>

Regardless of your method of purchase, you may cancel this Plan at any time for any reason.

8.2 How to Cancel

(a) Cancellation with Return of Covered Device:

To cancel this Plan with the return of your Covered Device, as permitted by the original sales channel's 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 the financing entity, in the event your Plan was financed) will receive a full Plan refund.

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

(1) If you purchased a Single-Pay Plan from an Apple Authorized Reseller and cancel within thirty (30) days of purchase of the Plan, you may need to cancel the Plan via the Apple Authorized Reseller to receive a refund.

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

(A) Call Apple at 8000 444 0407; or

(B) Send or fax written notice with your Plan Agreement Number to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland.

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

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

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

To cancel a Single-Pay Plan, effective immediately:

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

(2) If available and only if the Single-Pay Plan was purchased from Apple, follow the steps in the Apple Support app, which can be downloaded through the App Store. If you do not see your Plan when you try to cancel it, you may need to finish setting up your Apple Account. For further assistance, please refer to support.apple.com/HT202704;

(3) Call Apple at 8000 444 0407; or

(4) Send or fax written notice with your Plan Agreement Number to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland.

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

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

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

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

8.3 Refunds

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

(1) If you cancel this Plan within thirty (30) days of the Plan's purchase date, or receipt of this Plan, whichever occurs later, you will receive a full refund less the value of any benefits provided under the Plan.

(2) If you cancel this Plan more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the original purchase price, less the value of any benefits provided to you under the Plan.

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

8.4 Apple's Cancellation Rights

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

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

Additionally, unless applicable local law provides otherwise, Apple may cancel this Plan if service parts for the Covered Equipment are not available, or if Apple is no longer able to service your Covered Equipment, upon thirty (30) days prior written notice. If local law permits and Apple cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

8.5 Effect of Cancellation

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

9. Transfer of Plan

Subject to the restrictions set forth below, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (a) you transfer to the other party the original proof of purchase, the Plan's Confirmation, the Plan's printed materials and this service contract; (b) you notify Apple of the transfer by sending notice of transfer to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, and (c) the other party accepts the terms of this service contract. Additionally, with regard to Monthly Pay Plans, including if you financed the purchase of your Plan, the transferee must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the cancellation provisions applicable to Monthly Pay Plans, as described in Section 8. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial number of the Covered Equipment, and the

name, address, telephone number and email address of the new owner.

10. General Terms

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

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

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

(d) This Plan is offered and valid only in the United Arab Emirates. Persons who have not reached the age of majority may not purchase this Plan. This Plan is not available where prohibited by law.

(e) In carrying out its obligations Apple may, at its discretion and solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between you and Apple.

(f) You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides any service. This may include transferring your data to affiliated companies 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/ae. 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/ae/privacy/contact.**

(i) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's entire understanding with respect to the Plan.

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

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

(l) "Apple" is **Apple M E FZCO Dubai Branch** a company registered in Dubai, United Arab Emirates with its registered office at Dubai International Financial Centre, ICD Brookfield Place, Unit 48, Level 48 and registration number 695998.

(m) The laws of the United Arab Emirates govern Plans purchased in the United Arab Emirates. Any disputes arising out of or in connection with a Plan purchased in the United Arab Emirates, including any question regarding the

existence, validity or termination of a Plan or these terms shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre.

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

Telephone numbers

See support.apple.com/HT201232 for local and international 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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