## 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 Applebranded 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, an Apple-branded keyboard if included with the Covered Device (or purchased with a Mac mini or Mac Pro), 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.

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

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

# 2. What is Covered?

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

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, where the capacity of the Covered Device's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications, Apple will, at its discretion, either: (i) repair the defect at no charge, using new parts or parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability.

All replacement products provided under this Plan will at a minimum be functionally equivalent to the original product. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage effective for the

remainder of the Plan Term. Apple may use Covered 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.

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

If, during the Plan Term, you submit a valid claim by notifying Apple that the Covered Device has failed due to accidental damage from handling resulting from an unexpected and unintentional external event (for example, drops and damage caused by liquid contact from spills) ("ADH"), Apple will, at its discretion and subject to your payment of the service fee described below, either (i) repair the defect using new or refurbished parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Device with a replacement product that is new or equivalent to new in performance and reliability. Each time you receive services for ADH is a "Service Event". **Exclusions apply as described below. Further, services for ADH expire and all of Apple's obligations to you under this Section are fulfilled in their entirety once Apple has provided to you two (2) Service Events within each twelve (12)-month period based on your Plan's original purchase date as specified on the original sales receipt. Any unused Service Events will expire and you will get two (2) new ADH Service Events to use within the next twelve (12)-month period of continued coverage. All other Plan benefits continue throughout.** 

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

	Мас	Apple Display
Tier 1 ADH Service Event - Screen Only ADH Damage - External Enclosure-only ADH Damage	A\$149/HK\$799/SGD\$138/ MOP\$799/₿3,300	A\$149/HK\$799/SGD5 MOP\$799/₿3,300
Tier 2 ADH Service Event - All Other ADH Damage	A\$429/HK\$2,299/ SGD\$428/	A\$429/HK\$2,299/ SGD\$428/

MOP\$2,399/810,000

\$138/

MOP\$2,399/\$10,000

The following service fees apply to each Service Event:

#### \*Fees include applicable taxes payable by you

To qualify for the Tier 1 ADH Service Event fee, the Covered Device must have no additional damage beyond the screen-only damage (if applicable) or the external enclosure-only damage where such additional damage would prevent Apple from repairing the display or external enclosure. ADH damage to the Apple-branded stand and/or VESA mount used with your Apple-branded display will be treated as external enclosure-only ADH damage. A Covered Device with additional damage will be charged the price of the Tier 2 ADH Service Event.

The ADH coverage under the Plan may be provided to you as a benefit under an arrangement which Apple has entered into with the relevant insurer named in Section 11 below in the country or jurisdiction where you purchased the Plan ("Insurer").

Please note that if you seek service under this Plan in a country other than your country of purchase, the service fee will need to be paid in that country's currency and at that country's applicable rate – for further details, including regarding applicable fees by country, please visit the AppleCare+ support website at apple.com/legal/sales-support/applecare/applecareplus/.

# 2.3 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"). Your Technical Support starts on expiration of the complimentary technical support provided by Apple, which starts on the date you purchase the Covered Equipment. 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"), (iii) use of the graphical user interface for server administration and network management issues on Apple's operating system server software ("macOS Server"), and (iv) connectivity issues between the Covered Equipment and a computer or device that meets the Covered Equipment's connectivity specifications and runs an operating system supported by the Covered Equipment. **Exclusions apply as described below.** 

# 3. What is not Covered?

# 3.1 Hardware Service and ADH Service

Apple may restrict Hardware Service and ADH Service to the country where the Covered Equipment was originally purchased.

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 any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced (including for upgrades and expansions), modified, installed or altered by anyone other than Apple or an authorized representative of Apple;

(h) to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;

(i) to repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;

(j) to repair damages caused by fire, earthquake, flood, or other similar external causes; or
(k) 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.

**Important:** For Plans purchased in Thailand, additional exclusions apply. Refer to Section 11 for the additional exclusions applicable to your Plan.

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. The restriction does not prejudice your consumer law rights.

# 3.2 Technical Support

Apple will not provide Technical Support in the following circumstances:

(a) For use 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, macOS Server, 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, macOS Server, or Consumer Software;

(f) For macOS software for servers, except when using the graphical interface for server administration and network management issues on macOS Server on a Covered Device;

(g) For any Consumer Software designated as "beta", "pre-release," or "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); or

(i) For third-party web browsers, email applications, and Internet service provider software, or the macOS configurations necessary for their use.

# 4. How to Obtain Service and Support?

You may obtain service or Technical Support by calling Apple or accessing <u>support.apple.com/</u> <u>country-selector</u>. 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.

# **5. Service Options**

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 authorized 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 80 kilometers radius of an Apple Authorised 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 Apple Authorised Services Provider ("AASP") or Apple Repair Service ("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 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 in 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.

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

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

Service will be limited to the options available in the country where you request service. Service options, parts availability and response times may vary. If service is not available for the Covered Equipment in a country that is not the country of purchase, you may be responsible for shipping and handling charges to facilitate service in a country where service is available. If you seek service in a country that is not the country of purchase, you may be responsible for shipping and handling charges to facilitate service in a country where service is available. If you seek service in a country that is not the country of purchase, you must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated sales taxes and charges. For international service, Apple may repair or exchange products and parts with comparable products and parts that comply with local standards.

#### 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, AND THE INSURER, WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED EQUIPMENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APPLE'S OR THE INSURER'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES' AND AGENTS' AND THE INSURER'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THIS PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THIS PLAN. APPLE SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE THE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

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

# 8. Cancellation

# 8.1 Your Cancellation Rights

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

(a) Cancellations with the return of your Covered Device:

Regardless of your Plan type, to cancel this Plan with the return of your Covered Device, go to the original sales channel of your Covered Device purchase (whether a Reseller or Apple). You (or the financing entity, in the event your Plan was financed) will receive a full Plan refund.

- (b) All other cancellations:
- (i) For Single-Pay Plans:

To cancel a Single-Pay Plan, call Apple, or you may send written notice with your Plan Agreement

Number to the location appropriate to your country of purchase listed in Section 11. You must send a copy of the Plan's original proof of purchase with your notice.

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

(A) If you cancel 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.

(B) If you cancel 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 using the calculation set forth in Section 11 for your country of purchase.

## (ii) For Monthly Pay Plans:

To cancel a Monthly Pay Plan, you may:

(A) Turn off your next Monthly Pay Plan billing renewal through your billing platform (if available); or

(B) Call your billing provider (whether a Reseller or Apple) to cancel your Monthly Pay Plan.

Unless applicable local law provides otherwise, in either case, your cancellation will 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.

If your Monthly Pay Plan is financed by a third party, contact the financing entity to cancel your Plan. Apple may return any refund owed to the financing entity who paid Apple for your Plan.

#### 8.2 Apple's Cancellation Rights

Unless applicable local law provides otherwise, Apple may cancel this Plan (both on its own behalf and on behalf of the Insurer) for fraud or material misrepresentation, or 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 prorata refund for the Plan's unexpired term.

#### 8.3 Effect of Cancellation

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

# 9. Transfer of Plan

You may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan's printed materials and this service contract; (ii) you notify Apple of the transfer by sending notice of transfer to the location appropriate for your country as listed in Section 11, and (iii) the other party accepts the terms of this service contract. Additionally, with regard to Monthly Pay Plans, including if you financed the purchase of your Plan, the transferee

must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the cancellation provisions applicable to Monthly Pay Plans, as described in Section 8.1. 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 countries listed in Section 11. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all jurisdictions, and is not available where prohibited by law.

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

(f) You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides 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 unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Apple regarding the processing of data, and Apple will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding the processing of your data, contact Apple at the telephone numbers provided at <u>support.apple.com/en-au/HT201232</u>.

# (h) Apple will protect your information in accordance with Apple Customer Privacy Policy available at <u>apple.com/legal/privacy/</u>. If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access <u>appleid.apple.com</u> to update your personal contact preferences or you may contact Apple at <u>apple.com/privacy/</u> <u>contact</u>.

(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 (and, where applicable, the Insurer's) entire understanding with respect to the Plan.

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

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

(I) "Apple" is the entity and legal and financial obligor listed in Section 11 for the country where you purchased the Plan.

(m) The governing law of this Plan is the law of the country listed in Section 11 where you purchased the Plan.

#### **11. Country and Jurisdiction Variations**

One or more of the terms that appear below may apply to the Plan. The terms below may vary from one or more of the terms that appear above this Section. Product availability may vary by jurisdiction. The following jurisdiction variations will control if inconsistent with any other provisions of this Plan:

#### 11.1 Australia

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.

Parties to Contract – Apple Pty Limited at PO Box A2629, Sydney South, NSW, 1235 ("Apple") and (for the purpose of the ADH coverage) AIG Australia Limited (ABN 93 004 727 753, AFS Licence No 381686) of Level 12 717 Bourke Street Docklands Vic 3008 (as "Insurer"). Cancellation (Section 8) – Cancel by sending written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, Sydney South, NSW 1235. If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less the value of any service provided to you under the Plan.

Transfer (Section 9) – Transfer by sending written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, Sydney South, NSW, 1235.

General Terms (Section 10) – This plan is offered and valid only 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 <u>apple.com/legal/sales-support/applecare/applecareplus/au/mac/</u> and forms part of the coverage under Section 2.2. The Insurer appoints Apple to provide the Service Events under Section 2.2 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.

Apple Pty Limited operates as a Group Purchasing Body under ASIC Class Order CO/081. As a Group Purchasing entity, Apple is obliged to provide you with a disclosure statement which can be accessed at <u>apple.com/legal/sales-support/applecare/applecareplus/au/mac/</u>. Apple is not authorised to provide any financial advice in respect of the ADH.

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.

#### 11.2 Hong Kong

Parties to Contract – Apple Asia Limited of Suites 2401-2412, Tower One, Times Square, Causeway Bay, Hong Kong ("Apple") and (for the purpose of the ADH coverage) AIG Insurance Hong Kong Limited of 46/F, One Island East, 18 Westlands Road, Island East, Hong Kong (as "Insurer"), an insurance company authorized to carry on general insurance business in and from Hong Kong under

the Hong Kong Insurance Companies Ordinance and regulated by the Office of the Commissioner of Insurance.

Cancellation (Section 8) – Cancel by sending written notice to AppleCare Administration, Apple Asia Limited of Suites 2401-2412, Tower One, Times Square, Causeway Bay, Hong Kong. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less the value of any service provided to you under the Plan.

Transfer (Section 9) – Transfer by sending written notice to AppleCare Administration, Apple Asia Limited of Suites 2401-2412, One Tower One, Times Square, Causeway Bay, Hong Kong.

General Terms (Section 10) – This plan is offered and valid only in Hong Kong. The laws of the Special Administrative Region of Hong Kong govern this Plan. In Hong Kong, Apple is the obligor in relation to all obligations under this Plan apart from the ADH coverage. For ADH coverage, the Insurer appoints Apple to provide the Service Events under Section 2.2 of this Plan and covers the costs of such Service Events in excess of your service fee.

#### <u>11.3 Macau</u>

Parties to Contract – Apple Macau Limitada, Avenida da Praia Grande, 759, 5/Floor, Macau, China.

Cancellation (Section 8) – Cancel by sending written notice to AppleCare Macau Limitada, Avenida da Praia Grande, 759, 5/Floor, Macau, China. If you cancel 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 (i) ten percent (10%) of the pro-rata amount and (ii) the value of any service provided to you under the Plan.

Transfer (Section 9) – Transfer by sending written notice to Apple Macau Limitada, Avenida da Praia Grande, 759, 5/Floor, Macau, China.

General Terms (Section 10) – This plan is offered and valid only in Macau. The laws of Macau govern this Plan.

#### 11.4 Singapore

Parties to Contract – Apple South Asia Pte. Ltd. of 7 Ang Mo Kio Street 64, Singapore 569086 ("Apple") and (for the purpose of the ADH coverage) AIG Asia Pacific Insurance Pte. Ltd. of 78 Shenton Way #07-16 Singapore 079120 (as "Insurer"), an insurance company authorized to carry on general insurance business in Singapore.

Cancellation (Section 8) – Cancel by sending written notice to AppleCare Administration, Apple South Asia Pte. Ltd. of 7 Ang Mo Kio Street 64, Singapore 569086. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less the value of any service provided to you under the Plan.

Transfer (Section 9) – Transfer by sending written notice to AppleCare Administration, Apple South Asia Pte. Ltd. of 7 Ang Mo Kio Street 64, Singapore 569086.

General terms (Section 10) – This plan is offered and valid only in Singapore. The laws of the Republic of Singapore govern this Plan. The ADH coverage is provided to you pursuant to a group insurance policy that Apple South Asia Pte. Ltd. has purchased from the Insurer.

## 11.5 Thailand

Parties to Contract – Apple South Asia (Thailand) Limited of 44<sup>th</sup> Floor, Room Nos. HH4401-6 and HH4408-9, The Offices at Central World, 999/9 Rama I Road, Pathumwan, Bangkok, 10330, Thailand ("Apple") and (for the purpose of the ADH coverage) AlG Insurance (Thailand) Public Company Limited of 21<sup>st</sup> -23<sup>rd</sup> Floor, Siam Piwat Tower, 989 Rama I Road, Patumwan, Bangkok 10330, Thailand (as "Insurer"), an insurance company authorized to carry on general insurance business in Thailand and regulated by the Office of Insurance Commission.

What is not Covered? (Section 3.1) – In addition to the exclusions listed in Section 3.1(a)-(l), Apple will not provide Hardware Service or ADH Service for Plans purchased in Thailand in the following additional circumstances: (m) to repair damage caused by willful or dishonest act, criminal offense, malicious act, or fraudulent act by, or within the knowledge of, you or your relatives or family members; (n) to repair damage resulting from, or caused by, short circuiting, arcing, self-heating, leakage of electricity, or power overload or outage for any cause; (o) any loss or damage caused by a terrorist act or nuclear peril incident; (p) breakdown or cessation of operation of Covered Equipment, which is not caused by an accident; or (q) any loss or damage to software or data.

Cancellation (Section 8) – Cancel by sending written notice to AppleCare Administration, Apple South Asia (Thailand) Limited of 44<sup>th</sup> Floor, Room Nos. HH4401-6 and HH4408-9, The Offices at Central World, 999/9 Rama I Road, Pathumwan, Bangkok, 10330, Thailand. If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less the value of any service provided to you under the Plan.

Transfer (Section 9) – Transfer by sending written notice to AppleCare Administration, Apple South Asia (Thailand) Limited, 44<sup>th</sup> Floor, Room Nos. HH4401-6 and HH4408-9, The Offices at Central World, 999/9 Rama I Road, Pathumwan, Bangkok, 10330, Thailand.

General terms (Section 10) – This plan is offered and valid only in Thailand. The laws of Thailand govern this Plan. The ADH coverage is provided to you pursuant to a group insurance policy that Apple has purchased from the Insurer and you will receive the Certificate of Insurance for Personal Electronic Appliance Insurance and Policy Summary from the Insurer via email.

#### **Telephone Numbers**

See support.apple.com/en-au/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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