

AppleCare One

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 plan and includes the terms in this document, your welcome e-mail, and the original sales receipt for your Plan. Your welcome e-mail 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 information 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 Plan is associated with the Apple Account used to purchase this Plan. The Plan covers up to three (3) of the following devices that are associated with the Apple Account (if enrolled under the Plan, the device is a “Covered Device”): AirPods, Apple TV, Apple Watch (including the one Apple-branded band, Nike Sport band, or Hermès Sport band supplied in the same box as your covered Apple Watch), Beats device, HomePod, iPad, and iPhone (collectively, “iOS Devices”); Apple-branded Mac computer or display (collectively, “Mac and Apple Display Devices”); and Apple Vision Pro (“Vision Pro Devices”). Only one Apple Vision Pro may be registered under the Plan at one time. Covered Devices includes the accessories contained inside the original packaging of your device. The following accessories that are compatible and used with Covered Devices may be registered under the Plan and will not count towards your Plan device limit (if enrolled under the Plan, “Accessories,” and together with Covered Devices, “Covered Equipment”): Apple Pencil, Apple Pencil Pro, Apple-branded iPad keyboard (collectively, “iPad Input Devices”); 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 Covered Device; and Apple memory modules (RAM) and an Apple USB SuperDrive (collectively, “Mac Accessories”). Up to ten (10) accessories may be registered under the Plan. Covered Equipment includes any replacement product provided to you by Apple under Section 7 of this Plan.

Additional iOS, Mac, and/or Apple Vision Pro devices tied to the Apple Account that purchased the Plan may be added as a Covered Device for a supplemental per-device fee. If added, the device will be entitled to all the services provided in these terms and to the insurance provided by the Insurer. However, the additional slot(s) will neither increase (i) the Plan’s device limitations only one Apple Vision Pro may be registered under the Plan at one time nor (ii) the separate insurance limits or coverage provided by the Insurer.

The Plan provides Hardware Coverage, Accidental Damage from Handling Coverage, and Technical Support. The Plan also includes Theft and Loss, and Power Surge insurance coverage underwritten by New Hampshire Insurance Company (the “Insurer”). The Theft and Loss coverage applies to enrolled iPhone, iPad, and Apple Watch and requires Find My to be enabled on the device at the time of the theft or loss. Find My must remain enabled, and the device must remain associated with your Apple Account throughout the Theft and Loss claims process. Please refer to the Insurer’s Coverage Certificate for complete details, coverage terms, claim limits, and exclusions.

The Plan is intended to and does only apply to your Covered Equipment. This Plan is not for use

by enterprises or your commercial use and may not be used by you in furtherance of any private gain including, but not limited to, seeking service for devices owned by others and/or for devices that are not covered by this Plan. You may not sell, transfer, subcontract, delegate, or assign any of your rights under this Plan. Non-compliant service requests or use of the Apple Account in violation of this provision may void this Plan.

2. The Plan and Apple Account

The Plan is associated with the Apple Account that you used to purchase the Plan. All your Covered Equipment must remain signed in and associated with that Apple Account during the Plan term.

The Apple Account must have a United States storefront and a valid payment method on file (i.e., credit, debit, Apple Card, store credit, Apple Cash, PayPal, or other authorized payment source). If your Apple Account is delinquent on any payments owed to Apple, you may need to make the account current to purchase this Plan, to avoid this Plan being cancelled, and/or to add additional devices to this Plan. The Apple Account must have a billing address in the fifty states of the United States of America (excluding territories and P.O. Boxes) and the District of Columbia ("United States"). Only one Plan may be associated with the Apple Account. Family Sharing is not applicable to this Plan.

The Plan is not available for managed Apple Accounts, restricted Apple Accounts, web-only Apple Accounts, mobile phone number-based Apple Accounts, locked Apple Accounts, and/or other non-compliant Apple Accounts. Further, if you purchase the Plan under a secondary Apple Account solely for use with Media and Purchases, the Plan will be cancelled, and you will be provided a refund.

This Plan cannot be transferred to another Apple Account.

3. Device Management

It is your responsibility to manage the Covered Equipment under the Plan, including removing or adding devices and ensuring you are logged into the Apple Account associated with this Plan on the Covered Equipment. Devices may be added or removed from your Plan via any device on which you are logged into the Apple Account associated with the Plan by opening the Apple Account or by going to Settings>General>AppleCare and Warranty, or via support.apple.com/en-us/118428.

Signing out of the Apple Account associated with this Plan on a Covered Device may impact your coverage.

For covered iPhones, iPads, and/or Apple Watches, signing out of the Apple Account on that device will disable Find My on that device and therefore void the Theft and Loss insurance coverage provided by the Insurer unless and until you sign back into the Apple Account connected with this Plan on that device. Notwithstanding, coverage will continue under these terms.

If you sign out of your Apple Account connected with this Plan on a Covered Device (except AirPods, Beats devices, and Studio Display) and sign in with a different Apple Account on that Covered Device, you will have twenty-four (24) hours to sign back in with your Apple Account on that Covered Device to avoid losing coverage under this Plan for that device. If you do not sign back in to your Apple Account within twenty-four (24) hours on that Covered Device, you will lose coverage under this Plan for that Covered Device. If that was the last Covered Device under this Plan, the Plan may be cancelled as explained in Section 12.

4. Plan Devices

The Plan requires at least one Covered Device. Devices that are in good physical working condition at the time of initial enrollment may be added to the Plan within four (4) years (one (1) year for AirPods and Beats devices) of the device manufacture date unless the purchase date or activation date is available to Apple in which case that date will be used. To enroll a device under the Plan, at Apple's discretion, it may require successful completion of multiple diagnostics prior to enrolling a device, including but not limited to, a test call or messaging, remote diagnostics, and/or physical inspections, to ensure that the device is operating up to Apple's functional and physical requirements. You must follow Apple's instructions to allow it to complete the diagnostics and may be asked to update your device to the current Operating System. Apple may, in its discretion, enroll eligible devices that are connected to your Apple Account if there are less than three (3) Covered Devices enrolled under your Plan.

Accessories must be registered under the Plan to receive coverage. To register an Accessory, a compatible Covered Device must be enrolled under the Plan. Unless the Accessory ships prior to the Covered Device, if the Accessory is purchased at the same time as a compatible Covered Device the Accessory will automatically be registered under the Plan. Otherwise, you must contact Apple to register the Accessory. If all compatible Covered Devices to which an Accessory is paired are removed from the Plan, the Accessory will also be removed from the Plan. If a new compatible Covered Device is purchased, the Accessory must be re-registered under the Plan.

Devices with pre-existing damage may not be added to your Plan. The device must be in your possession. Devices that are lost, stolen, or in Lost Mode, including devices that have been stolen (even if purchased without knowledge of the previous theft), and devices that have been reported lost or stolen to the Global System for Mobile Communications Association, are not eligible to be added. Devices that have previously been denied coverage under an Apple-branded protection plan for tampering and/or abuse are not eligible. Devices with a third-party component or product that does not meet the Apple product's specifications or devices that received service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP") are not eligible. If there is an open service event or claim on the device, you must complete the service before enrolling the device. Devices purchased in a country other than the United States may not be eligible for coverage under the Plan.

The Theft and Loss coverage only applies to covered iPhones, iPads, and Apple Watches, subject to the limits stated in your insurance Coverage Certificate. If you lose a Covered Device, you will continue to be charged regardless of whether that device is eligible for a Theft and Loss claim unless and until you make a Theft or Loss claim or remove the device from your Plan. If you transfer (*i.e.*, sell, gift) a Covered Device to someone you must remove that device from your Plan to avoid any future Plan charges, if any, for that device (*i.e.*, the cost of an add-on slot).

A device must be registered as a Covered Device under your Plan at the time of damage and throughout the claims process to be eligible for coverage under the Plan (*i.e.*, devices removed from the Plan before the damage occurs will not be covered and removing a device during a service event may impact Apple's ability to provide the service). See Sections 9 and 10 below for more details on obtaining service under this Plan.

5. Temporary Coverage

If you purchase a device from an Apple retail store, the Apple Store Online, or the Apple Store App and select that device to be added to your Plan at the time of purchase but there are no slots open to enroll the device under your Plan at that time, that device will receive fourteen (14) days of Temporary Coverage under the Plan and will be entitled to all of the services provided in these terms and the separate insurance underwritten by the Insurer. Subject to the Plan's device limitation rules, the device may be added to the Plan during this period (you may need to purchase an add-on slot). The coverage will start on the date you purchase the device unless shipping and/or pickup is necessary, in which case coverage will start on the shipping date

and/or the day the device is allocated to your order, and will terminate at midnight on the fourteenth (14th) day thereafter, unless terminated earlier. As explained in Section 9 below, you must report any ADH claim to Apple during the Temporary Coverage period.

6. Plan Term, Renewal, and Cost

Plan coverage and billing begins when the first Covered Device is enrolled in the Plan. However, if you purchase the Plan with a new device that must be shipped by Apple or picked up from Apple, your Plan coverage and billing will start when that device is shipped or otherwise allocated to your order unless a different device is enrolled in the Plan earlier, in which case your Plan will start when that device is enrolled in the Plan.

The Plan continues, unless cancelled, through the date specified in your Plan Confirmation/Welcome e-mail (the “Plan Term”). For Monthly Plans, your recurring Plan Term is one (1) month.

FOR MONTHLY PLANS YOU ACKNOWLEDGE AND AGREE THAT YOUR MONTHLY PLAN WILL AUTOMATICALLY RENEW EVERY MONTH UNLESS AND UNTIL CANCELLED. FOR IMMEDIATE CANCELLATION GO TO support.apple.com/en-us/118428. FOR FURTHER INFORMATION SEE support.apple.com/en-us/118218 AND SECTION 12 BELOW FOR A FULL EXPLANATION OF THE CANCELLATION TERMS.

YOUR EXPRESS AND AFFIRMATIVE CONSENT ACKNOWLEDGING AND AGREEING WITH THE ABOVE PROVISION IS REQUIRED AND CAPTURED AS PART OF THE SALES PROCESS FOR RECURRING PLANS, AND SUCH CAPTURED AFFIRMATIVE CONSENT IS INCLUDED IN AND FORMS A PART OF THIS PLAN.

Each renewal will be at the original Plan and add-on slot, if applicable, purchase price(s), unless you are notified in advance of a price change in accordance with Section 13 of this plan.

For Monthly Plans, you agree to have the credit, debit, Apple Card, store credit, Apple Cash, PayPal, or other authorized payment source (e.g., Apple Pay) (“Payment Source”) used for your initial Plan purchase kept on file in your Apple Account as an eligible payment method for this Plan. You authorize Apple to charge your eligible payment methods in your Apple Account in order from top to bottom as they appear on your Apple Account settings payment page (i.e., if a payment method cannot be charged for any reason such as expiration or insufficient funds) in advance of the first day of each renewal for the Plan and any additional add-on slot(s).

If the payment methods in your Apple Account cannot be charged for any reason, and you have not otherwise made the appropriate renewal payment on time, you have sixty (60) days in which to pay all past due amounts or the Plan will be cancelled (“Grace Period”). During the Grace Period, the Plan will stay in effect, and you can seek service under the Plan for Covered Devices and add devices if you have less than three (3) Covered Devices under the Plan. You will not be able to add additional devices (i.e., add-on slot(s)) unless and until you pay all past due amounts. No refund will be provided if the Plan and/or an add-on slot is cancelled during the Grace Period.

The base monthly cost for your Plan is \$19.99 per month (even if less than three (3) devices are enrolled). The price for each additional slot is \$5.99 per month. The cost for an additional slot will be pro-rated for the first month based on the date the slot is purchased, with the full price charged at your next monthly billing date for this Plan. The base price for the Plan includes the premium for the separate Theft and Loss and Power Surge insurance provided by the Insurer, which is invariable and independent of the service contract portion of this Plan. For Monthly

Plans, the premium is \$5.00 per month. An add-on slot does not increase the cost, coverage, or limits of the insurance coverage provided by the Insurer.

7. Coverages

a. Hardware Services for Defects or Consumed Battery (“Hardware Service”)

Hardware Service is provided if during the Plan Term you submit a valid claim by notifying Apple that a defect in materials and workmanship has arisen in the Covered Equipment or, in relation to Covered Equipment which uses an integrated rechargeable battery, that the capacity of the Covered Device’s battery to hold an electrical charge is less than eighty percent (80%) of its original specifications. See Section 7(c) for Hardware Service fulfillment details.

Hardware Service for iPad Input Devices is limited to iPad Input Devices registered under the Plan that are used with a compatible Covered Device and/or the replacement iPad Input Device provided to you by Apple under this Plan that is used with your Covered Device.

Exclusions to Hardware Service coverage under this Plan apply as described in Section 8.

b. Services for Accidental Damage from Handling (“ADH Service”)

ADH Service is provided if during the Plan Term you submit a valid claim by notifying Apple that the Covered Device has failed due to accidental damage from handling resulting from an unexpected and unintentional external event (such as drops, and damage caused by liquid contact from spills) (“ADH”). The damage must affect the functionality of your Covered Device, except for Apple Vision Pro in which case cosmetic damage such as scratches, peeling, discoloration, stretching, dents, and/or chips to the Cover Glass only is also covered. See Section 7(c) for ADH Service fulfillment details.

Exclusions to ADH Service coverage under this Plan apply as described in Section 8.

c. Fulfillment of Hardware Service and ADH Service

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 and subject to your payment of the service fee for ADH Service described below, either: (i) repair the defect using new parts or previously used genuine Apple parts that have been tested and pass Apple functional requirements, or (ii) exchange the Covered Device with a replacement product that is new or comprised of new and/or previously used genuine Apple parts and has been tested and pass Apple’s functional requirements.

If repair or replacement under (i) and (ii) are not possible or available as determined by Apple, Apple will reimburse you with Apple store credit, an Apple gift card, or cash in the amount equal to Apple’s current retail price for the Covered Device (or, if Apple does not currently sell the Covered Device model, the retail price at which Apple last sold the Covered Device model), or the amount paid for the Covered Device as shown on the original proof of purchase, whichever is greater. In the event a reimbursement is made, the original Covered Device will become Apple’s property and, if it was the last Covered Device under your Plan, you will need to enroll a device under the Plan to prevent it from being cancelled before your next renewal date.

If Apple exchanges the Covered Device, all replacement products provided under this Plan will have the same or substantially similar features (e.g., a different model, or the same model in a different 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. For a Covered Device’s accessories (e.g., Apple Watch bands, AirPods Max cushions, etc.), any replacement accessory may differ in material and color, subject to availability. If Apple exchanges the Covered Device or its accessories, 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.

d. Service Fees and Service Events

Each time you receive service for ADH is a "Service Event."

You are eligible to receive unlimited Service Events for your Covered Equipment 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 8 for exclusions on provision of Hardware Coverage and ADH Service.

e. The following service fees apply to each Service Event

i. iOS Devices Service Fees

AirPods:	US\$29
Apple TV:	US\$15
Apple Watch (excluding Ultra, Edition, and Hermès):	US\$69
Apple Watch Ultra:	US\$79
Apple Watch (Edition or Hermès):	US\$79
Beats:	US\$29
HomePod:	US\$39
HomePod mini:	US\$15
iPad:	
iPad Input Device:	
Apple Pencil:	US\$29
Apple Pencil Pro:	US\$29
Apple-branded iPad Keyboard:	US\$29
Screen-Only Damage (all iPad Air 11" (M3, M2), iPad Air 13" (M3, M2), iPad Pro 11" (M4), iPad Pro 13" (M4), iPad (A16), iPad mini (A17 Pro) models only):	US\$29
Other Accidental Damage (all iPad Air 11" (M3, M2), iPad Air 13" (M3, M2), iPad Pro 11" (M4), iPad Pro 13" (M4), iPad (A16), iPad mini (A17 Pro) models only):	US\$99
Other Accidental Damage (all other iPad models):	US\$49
iPhone:	
Screen-Only Damage:	US\$29
Back Glass-Only Damage (not available on iPhone SE and iPhone models released prior to iPhone 12):	US\$29
Other Accidental Damage:	US\$99

**Fees exclude applicable taxes payable by you*

1. Specific service event terms for iPad and iPad Input Devices

ADH Service for an iPad Input Device will count as a separate Service Event from ADH Service of your iPad and even if both your iPad and iPad Input Device are damaged at the same time.

ADH Service for iPad Input Devices is limited to iPad Input Devices registered under the Plan that are used with a compatible Covered Device, and/or the replacement iPad Input Device provided to you by Apple under this Plan that is used with your Covered Device.

For all iPad Screen-Only Damage claims, the iPad Screen-Only Damage (iPad Air 11" (M3, M2), iPad Air 13" (M3, M2), iPad Pro 11" (M4), iPad Pro 13" (M4), iPad (A16), iPad mini (A17 Pro) models only) Service Fee specified above will apply to each Service Event. The Covered Device must have no additional damage other than to the screen, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen on the Covered Device. Covered Devices with additional damage will be charged as iPad Other Accidental Damage (iPad Air 11" (M3, M2), iPad Air 13" (M3, M2), iPad Pro 11" (M4), iPad Pro 13" (M4), iPad (A16), iPad mini (A17 Pro) models only) for the ADH Service.

If you elect to use Express Replacement Service ("ERS") for an iPad Screen-Only Damage claim, your claim will be charged as iPad Other Accidental Damage (iPad Air 11" (M3, M2), iPad Air 13" (M3, M2), iPad Pro 11" (M4), iPad Pro 13" (M4), iPad (A16), iPad mini (A17 Pro) models only).

iPad Screen-Only Damage repairs are only available on iPad models as specified in the table above.

2. Specific service event terms for iPhone

For all iPhone 12, 13, 14, 15, and 16 models only, Screen-Only or Back Glass-Only Damage Service Events, the Screen-Only or Back Glass-Only Damage Service Fee will apply to each Service Event. The Covered Device must have no additional damage other than to the screen or back glass as the case may be, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing either the screen or back glass on the Covered Device. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage. If you elect to use Express Replacement Service ("ERS") for an iPhone Screen-Only Damage or Back-Glass Only Damage Service Event (see Section 6(c)), your Service Event will be charged as iPhone Other Accidental Damage.

For iPhone 12, 13, 14, 15, and 16 models only, Screen-Only and Back Glass-Only Damage Service Events, the Screen-Only and Back Glass-Only Damage Service Fees in the table above will apply to each Service Event. The Covered Device must have no additional damage beyond the screen and back glass damage, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen and back glass on the Covered Device. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage. If you elect to use Express Replacement Service ("ERS") for an iPhone Screen-Only and Back Glass-Only Damage Service Event (see Section 6(c)), your Service Event will be charged as iPhone Other Accidental Damage.

Back Glass-Only Damage repairs are not available on iPhone SE and iPhone models released prior to iPhone 12.

ii. Mac and Apple Display Service Fees

	Mac	Apple Display
Tier 1 ADH Service Event	US\$99	US\$99
-Screen Only ADH Damage		
-External Enclosure-only ADH Damage		
Tier 2 ADH Service Event	US\$299	US\$299
-All Other ADH Damage		

**Fees exclude 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 that would prevent Apple from repairing the display or external enclosure. ADH damage to an 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 fee.

iii. Vision Pro Service Fees

Tier 1 ADH Service Event	US\$29
- Included Accessories	
Tier 2 ADH Service Event	US\$299
- Other Accidental Damage	

**Fees exclude applicable taxes payable by you*

To qualify for the Tier 1 ADH Service Event fee, the Covered Equipment must have no additional damage beyond the Included Accessories that would prevent Apple from replacing and/or repairing the Included Accessories. Included Accessories means the audio strap, battery, battery cable, curtain, and light seal supplied in the same box as the Covered Equipment. Included Accessories do not include accessories purchased separately from Apple or any third party. Covered Equipment with additional damage will be charged the price of the Tier 2 Other Accidental Damage ADH Service Event fee.

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Please note that if you seek service under this Plan in a country other than the United States, if available, any service fees or local equivalent fees may need to be paid in that country's currency and at that country's applicable rate. The fees will be noted in the applicable AppleCare+ terms and conditions for that device. For further details, go to 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.

f. Technical Support

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

Apple Technical Support is limited to the following: (i) the Covered Equipment, (ii) the Apple-branded Operating System (OS, MacOS, or visionOS) 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.

8. Exclusions

a. Hardware Services and ADH Services

Apple may restrict Hardware Service and ADH Services to the country where the Covered Equipment was originally purchased. Installation of third-party parts may affect your coverage. As a condition of receiving Hardware or ADH Services, all Covered Equipment

must be returned to Apple in its entirety including all original parts or Apple-authorized replacement components. The restriction does not prejudice your consumer law rights.

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

i. Exclusions applicable to iOS Devices, Mac and Apple Display Devices, and Vision Pro Devices

- (a) To conduct preventative maintenance;
- (b) To replace Covered Equipment that is lost or stolen;
- (c) 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;
- (d) To repair any damage including ADH caused by any type of abnormal or improper use, abuse, misuse, neglect, or any other use otherwise inconsistent with the owner's manual, user's guide, or your failure to follow or adhere to Apple's instructions on the proper operation, care, and maintenance provided by Apple or as outlined in the owner's manual or user's guide for the Covered Equipment;
- (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 Covered Equipment;
- (h) To repair any damage to the Covered Equipment caused by use with a third-party component or product that does not meet the Apple Product's specifications, or arising from service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an AASP. This exclusion shall not impact any available coverage you may have under this Plan that is unrelated to the unauthorized component(s) or service;
- (i) To repair pre-existing conditions of the Covered Equipment (*i.e.*, conditions that existed prior to the Covered Equipment being enrolled in the Plan);
- (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 fire, earthquake, flood, or other similar external causes;
- (l) 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;
- (m) 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; or
- (n) If you are seeking service for a device under this Plan for a commercial purpose in furtherance of your own financial gain including if you have sold, transferred, subcontracted, delegated, or assigned any of your rights under this Plan.

ii. Specific Exclusions for iOS Devices

- (a) To protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment; or
- (b) To repair damage to any Apple Watch band which is not Covered Equipment.

iii. Specific Exclusions for Mac and Apple Display Devices

- (a) To protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment; or
- (b) 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.

iv. Specific Exclusions for Vision Pro Devices

- (a) To repair cosmetic damage not affecting the functionality or proper operation of the Covered Equipment including scratching, peeling, discoloration, stretching, dents, and/or chips, unless the cosmetic damage is limited to scratches, peeling, discoloration, stretching, dents, and/or chips to the Cover Glass in which case the Tier 2 ADH Service Fee will apply. For the avoidance of doubt, ADH Service under this Plan for scratches, peeling, discoloration, stretching, dents and/or chips is limited solely to scratches, peeling, discoloration, dents, and/or chips to the Cover Glass only and not to any other cosmetic damage unless such cosmetic damage affects the functionality or proper operation of the Covered Equipment;
- (b) To repair any damage, including scratching, peeling, discoloration, stretching, dents, and/or chips, to third-party parts or accessories used with the Covered Equipment, including, but not limited to, prescribed or other corrective lenses; or
- (c) 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.

b. Technical Support

Apple will not provide Technical Support in the following circumstances:

- (a) For use of or modification to the Covered Equipment, the macOS, the visionOS, the iOS, the iPad OS, the tvOS, or watchOS, 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, the visionOS, the iOS, the iPad OS, the tvOS, or watchOS and Consumer Software as server-based applications;
- (c) For issues that could be resolved by upgrading software to the then-current version;
- (d) For third-party products or their effects on or interactions with the Covered Equipment, the macOS, the visionOS, the iOS, the iPad OS, the tvOS, or watchOS, or Consumer Software;
- (e) For your use of a computer or OS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
- (f) For software other than the macOS, the visionOS, the iOS, the iPad OS, the tvOS, or watchOS, or Consumer Software;
- (g) For any Consumer Software designated as “beta”, “prerelease”, 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);
- (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.

9. How to Obtain Service and Support

To receive service or support under the Plan, you agree to: (i) provide your Plan Agreement Number, a copy of your Plan's original proof of purchase, a copy of the Covered Equipment's original proof of purchase, and the Covered Equipment's Serial Number; (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) if requested, provide information to verify your ownership of the Apple Account and/or Covered Equipment; (vi) update software to currently published releases prior to seeking service; and (vii) back up software and data residing on the Covered Equipment.

You may obtain service under this Plan by accessing support.apple.com, accessing (and downloading if necessary) the Support App, and/or on your Covered Device through Settings>General>AppleCare & Warranty, or by calling Apple at 800-APL-CARE (800-275-2273).

For ADH Service or Hardware Service claims, you must report your claim to Apple as soon as practicable through one of the contact methods noted in the paragraph above. Requests for ADH Service or Hardware Service, where such events occurred after the Plan has been cancelled or terminated, or after the Covered Device has been removed from the Plan, will not be covered by the Plan. To receive ADH Service under the Temporary Coverage, any ADH must occur and be reported to Apple through one of the contact methods noted in the paragraph above during the Temporary Coverage period. ADH incidents reported to Apple beyond the Temporary Coverage period will not be covered.

Devices must be registered as Covered Devices under your Plan at the time of damage to be eligible for coverage under the Plan. If you remove a Covered Device from the Plan during a service event for the device, that device may not be added back to the Plan until the service is complete and may impact our ability to complete the service.

DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT AND REFORMAT THE STORAGE MEDIA, WHICH MAY RESULT IN THE LOSS OF DATA. Apple will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install OS, macOS, or visionOS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the OS, macOS, or visionOS. Third-party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the OS, macOS, or visionOS update. You will be responsible for reinstalling all other software programs, data, and passwords.

10. Service Options

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

Service will be limited to the options available in the country where you request service. Service options, parts availability and response times may vary. If service is not available for the Covered Equipment in a country that is not the country of purchase, you may be responsible for shipping and handling charges to facilitate service in a country where service is available. If you seek service in a country that is not the country of purchase, you must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. 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 services to you through one or more of these options:

a. Carry-in service

Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an Apple-owned retail store location or to an Apple Authorized Service Provider ("AASP") that offers carry-in service. Service will be performed for you at the store, or the store may send the

Covered Equipment to an Apple Repair Service (“ARS”) site for service. You must promptly retrieve the Covered Equipment.

b. 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.

c. Express Replacement Service (“ERS”)

i. iOS Devices

ERS may be available for certain iOS Covered Equipment or component parts, depending on capability and availability at the time you seek service and the damage to your Covered Equipment or component parts. This allows you to service your own iOS Covered Equipment.

If Apple requires return of the replaced device or part, Apple may require a credit card authorization to serve as security for the retail price of the replacement device or part and applicable shipping costs until you return the replaced device as instructed.

Apple may instruct you to return only the impacted part of the Covered Equipment. Apple may not be able to return component parts that do not need repair. If Apple requires return of the component part only, Apple may require a credit card authorization to serve as security for the retail price of the component part and applicable shipping costs.

If you are not able to provide credit card authorization, ERS may not be available to you in which case Apple will offer an alternative arrangement for service. If you fail to return the replaced device or part as instructed or return a replaced device or part that is ineligible for service, Apple will charge the credit card for the authorized amount.

If Apple does not require return of the replaced device or part, Apple will ship you free of charge a replacement device or part accompanied by any applicable instructions or requirements for disposal of the replaced device or part. As stated in Section 7(c), if Apple replaces the Covered Equipment (*i.e.*, ships you a replacement device) and requires you to return the original device, the original device becomes Apple’s property and the replacement device provided by Apple becomes your property and the Covered Equipment with coverage effective for the remainder of the Plan Term. Apple is not responsible for any labor costs you incur with respect to ERS or DIY parts service.

You may elect to use ERS for iPhone Screen-Only, iPhone Back Glass-Only, or iPhone Screen and Back Glass Damage ADH Service Events, but these services are subject to the iPhone Other Accidental Damage Service Fee set out in the table in Section 7(e) as a replacement item of Covered Equipment will be provided to you.

You may elect to use ERS for iPad Screen-Only Damage claims, but these will be subject to the iPad Other Accidental Damage (iPad Air 11” (M3, M2), iPad Air 13” (M3, M2), iPad Pro 11” (M4), iPad Pro 13” (M4), iPad (A16), iPad mini (A17 Pro) models only) Service Event fee specified in Section 7(e) as a replacement item of Covered Equipment will be provided to you.

ii. Vision Pro Devices

ERS may be available for Apple Vision Pro depending on capability and availability at the time you seek service and the damage to your Covered Equipment.

If available and you elect to use ERS for Hardware Service, there will be no service fee to use ERS. If available and you elect to use ERS for ADH to the battery of your Covered Equipment, your claim will be subject to the Tier 1 Service Event fee stated in Section 7(e). If available and you elect to use ERS for ADH to any other component of your Covered Equipment (excluding Included Accessories), your claim will be subject to the Tier 2 Service Event fee stated in Section 7(e) as a replacement item of the Covered Equipment will be provided to you.

If Apple requires return of the replaced Covered Equipment, Apple may require a credit card authorization for the full amount of the Covered Equipment to serve as security for the retail price of the replacement device and applicable shipping costs.

Apple may instruct you to return only the impacted component part of the Covered Equipment (i.e., if only the enclosure needs repair, you may not need to send the battery too). Apple will return the component parts that do not need repair. If Apple requires return of the battery only, or only the impacted component part of the Covered Equipment, Apple may require a credit card authorization to serve as security for the retail price of the battery and/or component part and applicable shipping costs.

If you are not able to provide credit card authorization, ERS may not be available to you, in which case Apple will offer an alternative arrangement for service. If you fail to return the replaced device or component part as instructed or return a replaced device or component part that is ineligible for service, Apple will charge the credit card for the authorized amount.

d. Do-it-yourself (“DIY”) parts service

i. Mac and Apple Display Devices

DIY parts service is available for many Mac and Apple Display 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.

e. Onsite service

i. iOS Devices

Onsite service is available for certain iOS Covered Devices, depending on availability in your service location. Verify eligibility and schedule a service appointment with an Apple authorized mobile service provider at support.apple.com/country-selector. If onsite service is available at

your desired location, you will be contacted directly by Apple's authorized service provider to confirm your appointment.

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.

ii. Mac and Display Devices

Onsite service is available for many desktop computers 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 DIY parts service, as described above, are not eligible for onsite service. If Apple determines that onsite service is available, Apple will dispatch a service technician or designated courier to the location of the Covered Equipment. Service will either be performed at the location, or the service technician or designated courier 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 or designated courier is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

iii. Vision Pro Devices

Onsite service may be available for the Covered Equipment, depending on availability in your service location. Verify eligibility and schedule a service appointment with an Apple authorized mobile service provider at support.apple.com/country-selector. If onsite service is available at your desired location, you will be contacted directly by Apple's authorized service provider to confirm your appointment.

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.

11. 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 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 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 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.

12. Cancellation

You may cancel this Plan or any add-on slot(s) at any time for any reason and you may be entitled to a refund as described below.

a. How to Cancel your Plan

i. Cancel with return of all Covered Equipment

If you want to immediately cancel this Plan with the return of all Covered Equipment (with the exception of trade-ins addressed in Section 12(g)): (i) return all Covered Equipment to the original sale's channel as permitted by that channel's device return policy (whether a Reseller or Apple); and (ii) contact Apple as stated below to cancel the Plan. If you return all Covered Equipment (whether to a Reseller or Apple) and do not contact Apple to immediately cancel the Plan, the Plan may be cancelled on the last day of the month for which your last monthly payment was made, unless a Covered Device is added to the Plan earlier in which case the Plan will continue.

ii. Cancellation of Monthly Plans purchased from Apple

1. To cancel effectively immediately:

- a. Go to support.apple.com/en-us/118428;
- b. Call Apple at 800-APL-CARE (800-275-2273);
- c. Email Apple at ac_plus_cancellation@apple.com; or
- d. Send written notice to Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S.

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

2. To cancel at the end of your billing period:

- a. If all Covered Equipment is removed from your Plan, your Plan will be cancelled on the last day of the month for which your last monthly payment was paid unless you add a Covered Device to your Plan before that date. If you add a Covered Device your Plan will continue and you will be charged your next monthly payment. If you do not add a Covered Device before that date, your plan will be cancelled and no refund will be provided.
- b. If you sign out of your Apple Account on a Covered Device and sign in to a different Apple Account on that Covered Device, you will have twenty-four (24) hours or until the end of your

billing cycle, whichever occurs first, to sign back in to the correct Apple Account on that Covered Device to avoid losing coverage under this Plan for that device. If you do not sign back in to the correct Apple Account within twenty-four (24) hours or before the end of your billing cycle, whichever occurs first, on that Covered Device, you will lose coverage under this Plan for that Covered Device, and if that was the last Covered Device under this Plan, the Plan will be cancelled on the last day of the month for which your last monthly payment was made, unless a Covered Device is added to the Plan earlier.

b. How to cancel coverage for add-on slots

To remove a single Covered Device from an add-on slot to your Plan, on any Covered Device go to Settings>General>AppleCare and Warranty, support.apple.com/en-us/118428, or log into your Apple Account and select the device to remove. Coverage for that device and the add-on slot will terminate immediately and you will receive a pro rata refund for that add-on slot based on the percentage of unexpired time remaining on your Monthly Plan.

You may also call Apple at 800-APL-CARE (800-275-2273) or email Apple at ac_plus_cancellation@apple.com for assistance with cancelling an add-on slot. However, Apple will only be able to communicate with you through these methods on how to cancel the add-on slot as described above and will not be able itself to cancel the add-on slot. In addition and as noted above, if you sign out of your Apple Account on a Covered Device and sign in to a different Apple Account on that Covered Device, you will have twenty-four (24) hours or until the end of your billing cycle, whichever occurs first, to sign back in to the correct Apple Account on that Covered Device to avoid losing coverage under this Plan for that device. If you do not sign back in to the correct Apple Account within twenty-four (24) hours or before the end of your billing cycle, whichever occurs first, on that Covered Device, you will lose coverage under this Plan for that Covered Device.

c. Cancellation with Apple Account Changes

You may need to cancel this Plan before being able to: change the storefront, addresses, and/or payment method associated with your Apple Account that is tied to this Plan to a non-U.S. storefront, address, and/or payment method; delete the Apple Account that is tied to this Plan; and/or deactivate the Apple Account that is tied to this Plan. If so, please follow one of the cancellation methods noted above.

d. Chargeback Cancellations

If you chargeback a monthly payment for your Plan or an add-on slot within the current monthly 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 payment for your Plan or an add-on slot that was made prior to the current monthly 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 will receive a pro rata refund based on the percentage of unexpired time remaining on your Monthly 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 will receive a pro rata refund based on the percentage of unexpired time remaining on your Monthly plan.

e. Refunds

i. Refunds for Cancellation of Monthly Plans

If you cancel your Monthly within thirty (30) days of initial purchase of the Plan, you will receive a full refund of the Monthly payment you made.

If you cancel your Monthly more than thirty (30) days after your initial purchase of the Plan, you will receive pro rata refund based on the percentage of unexpired time remaining on your Monthly term.

ii. Refunds for Cancellation of add-on slots

If you cancel an add-on slot to your Plan within thirty (30) days of initial purchase of the slot, you will receive a full refund of the payment you made for the add-on slot.

If you cancel an add-on slot to your Plan more than thirty (30) days after your initial purchase of the slot, you will receive pro rata refund based on the percentage of unexpired time remaining on your Monthly term for that add-on slot.

f. Apple's Cancellation Rights

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

This Plan requires you maintain an active Apple Account. If Apple terminates your Apple Account for failure to comply with the Apple Account terms, including for the following: fraud connected with your Apple Account; a locked Apple Account; a deactivated or disabled Apple Account; and/or repetitive chargebacks to the Payment Sources in your Apple Account, your Plan will be cancelled and your Plan coverage will cease at the time your Apple Account is terminated, and you will receive a pro rata refund for the Plan's unexpired term.

If you purchase the Plan under a secondary Apple Account solely for use with Media and Purchases, Apple may cancel the Plan, and you will be provided a refund.

Unless local law provides otherwise, if service parts for the Covered Device are not available, Apple may cancel this Plan (if it is the last Covered Device) or remove the Covered Device from the Plan upon sixty (60) days' prior written notice. If local law permits and Apple cancels this Plan or removes the Covered Device from the Plan for the unavailability of service parts, you will receive a pro rata refund for the Plan's unexpired term or, if applicable, any add-on slot's unexpired term.

If all Covered Devices are removed from the Plan, for any reason, such removal will be deemed an expression of your intent to cancel the Plan and your Plan will be cancelled on the last day of the month for which your last monthly payment was paid, unless you add a Covered Device to your Plan before that date. If you add a Covered Device your Plan will continue and you will be charged your next monthly payment. If you do not add a Covered Device before that date, your Plan will be cancelled and no refund will be provided.

g. Cancellation Upon Authorized Trade-In

If you trade-in a Covered Device through the Apple Trade In Program, the device will be removed from the Plan at the time the trade-in is accepted. If the Plan had an add-on slot, the

slot will be cancelled at the time the trade-in is accepted. If the trade-in for the add-on slot is accepted within the first thirty (30) days of purchase of the add-on slot you will receive a full refund for that add-on slot. If the trade-in for the add-on slot is accepted more than thirty (30) days from the purchase of the add-on slot, you will receive a pro rata refund based on the percentage of unexpired time remaining on your Monthly Plan term for that add-on slot. If the device was the last Covered Device, that trade-in will be deemed an expression of your intent to cancel your Plan, and it will be cancelled on the last day of the monthly period for which your last monthly payment was made unless an eligible device is added to the Plan before that day in which case the Plan will continue.

h. Effect of cancellation

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

13. 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 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 sixty (60) 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 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 12.

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.

14. General Terms

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

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

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

(d) This Plan is offered and valid only in the fifty states of the United States and the District of Columbia. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all jurisdictions, including all provinces or territories of the United States 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 AppleCare One Privacy Notice and Apple's Customer Privacy Policy.

(g) Apple has security measures, which aim to 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 AppleCare One Privacy Notice and Apple's Customer Privacy Policy available at apple.com/legal/privacy/data/en/applecare/ and apple.com/legal/privacy respectively. Without prejudice and in addition 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) assessing your eligibility for, providing, and administering the services under the Plan and performing this contract; (ii) ensuring and improving service quality; (iii) communicating with you regarding your Plan, related financial transactions, offers you may be interested in, and services and support provided under this contract; and (iv) improving Apple products and service. 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, go to account.apple.com to update your personal contact preferences or you may contact Apple at apple.com/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.

(k) As used in this Plan, "Apple" is **AppleCare Service Company, Inc.**, an Arizona corporation with its registered office at c/o CT Corporation System, 3800 N. Central Avenue, Suite 460, Phoenix, Arizona 85012, and doing business in the state of Texas as Apple CSC, Inc. "Beats" is Beats Electronics LLC (a/k/a Beats by Dr. Dre), a subsidiary of Apple Inc. producing audio products, including certain Covered Equipment under the Beats brand name. AppleCare Service Company, Inc., is the provider/obligor of the Plan. Plans sold in the United States are backed by the full faith and credit of the provider, AppleCare Service Company, Inc.

(l) The Administrator is Apple Inc. (the "Administrator"), TDLR License #300, a California corporation with its registered office at:

One Apple Park Way
Cupertino, California 95014
USA

The Administrator is responsible for the collection and transfer to AppleCare Service Company, Inc. of the purchase price for the Plan and for the administration of claims under the Plan.

(m) Except where prohibited by law, the laws of the State of California govern Plans purchased in the United States. If these terms are inconsistent with the laws of any jurisdiction where you purchase this Plan, including the laws of Alabama, Arizona, Florida, Georgia, Nevada, Oregon, Vermont, Washington, Wisconsin, and Wyoming, then the laws of that jurisdiction will control.

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

15. Country, Province and State 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:

Alabama, Arkansas, Colorado, District of Columbia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Washington and Wyoming Residents. If you purchased the Plan in one of these states, this term applies to the Plan:

If you affirmatively cancel this Plan or an add-on slot pursuant to Sections 12(a) and 12(b) within thirty (30) days of initial purchase of the Plan or add-on slot, if applicable, and Apple fails to refund the original purchase price to you within the applicable refund period specified in this paragraph, Apple will pay you a penalty of ten percent (10%) per month of the unrefunded original purchase price of the Plan or add-on slot. For New York, Missouri and Washington residents, Apple will provide a refund within thirty (30) days of the date of cancellation. For Alabama, Arkansas, Colorado, District of Columbia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, South Carolina, and Wyoming residents, Apple will provide a refund within forty-five (45) days of the date of cancellation. For New Mexico residents, Apple will provide a refund within sixty (60) days of the date of cancellation. The right to cancel and receive this penalty payment only applies to the original owner of the Agreement and may not be transferred or assigned. The obligations of the provider under this service contract are backed by the full faith and credit of the provider, AppleCare Service Company, Inc. This section does not apply to cancellations after the first thirty (30) days of your initial purchase of the Plan or add-on slot.

California Residents. If you purchased the Plan in this state, these terms apply to the Plan:

If you cancel this Plan within thirty (30) days of your Plan receipt, you will receive a full refund less the value of any service provided under the Plan.

If you affirmatively cancel this Plan or an add-on slot pursuant to Sections 12(a) or 12(b) and are entitled to a refund, Apple will provide the refund within thirty (30) days of the date of cancellation. If Apple fails to issue the refund within that time, Apple will pay you a penalty at a rate of ten percent (10%) per annum of the original purchase price of the Plan or add-on slot that has not otherwise been refunded. This will be added each month, or portion of days thereof, that the refund has not been paid.

Colorado Residents. If you purchased the Plan in this state, this term applies to the Plan:

Notice: This Plan is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

Connecticut Residents. If you purchased the Plan in this state, this term applies to the Plan:

The expiration date of the Plan will automatically be extended by the period that the Covered Equipment is in Apple's custody while it is being serviced. Resolution of Disputes: Disputes may be resolved by arbitration. Unresolved disputes or complaints may be mailed, with a copy of this Plan, to State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0846, Attn: Consumer Affairs.

Florida Residents. If you purchased the Plan in this state, this term applies to the Plan:

The laws of the State of Florida will govern this Plan and any dispute arising under it. The rate that is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. No cancellation fee will be imposed in the event of a cancellation.

Michigan Residents. If you purchased the Plan in this state, this term applies to the Plan:

If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

Nevada Residents. If you purchased the Plan in this state, this term applies to the Plan:

Cancellations: No Plan that has been in effect for at least seventy (70) days may be cancelled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds: (i) failure by the holder to pay an amount due; (ii) conviction of the holder of a crime, which results in an increase in the service required; (iii) discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder; (iv) discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (v) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. No cancellation of a service contract will become effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder. If you have not made a claim and you return this contract to us, either within twenty (20) days of the date that we mailed the contract to you or within ten (10) days of the date of purchase if you were given a copy of this contract when you purchased it, then this contract shall be void and we will refund to you the purchase price of the contract.

If Apple cancels this Plan, Apple shall refund to Nevada consumers the portion of the purchase price that is unearned. Apple may deduct any outstanding balance on your account from the amount of the purchase price that is unearned when calculating the amount of the refund. If Apple cancels a contract pursuant to NRS 690C.270, it may not impose a cancellation fee.

Except as otherwise provided in this section, a Nevada resident who is the original purchaser of this Plan, who submits to Apple a request to cancel the Plan in accordance with the terms of the Plan, shall receive a refund of the portion of the Plan's purchase price that is unearned and Apple will not deduct the value of any service provided. If you request the cancellation of this Plan after the first thirty (30) days of the Plan term, Apple will not impose a cancellation fee or deduct the value of any service provided. When Apple calculates the amount of a refund pursuant to this paragraph, it may deduct from the portion of the purchase price that is unearned any outstanding balance on the account. AppleCare Service Company, Inc. backs this Plan for Nevada residents by its full faith and credit.

No prior approval for services or goods covered under the Plan is necessary.

References to "service fee" or "service fees" herein are to a "deductible" or "deductibles," respectively.

Tax is not applicable in the State of Nevada on the service fee for ADH claims.

If you are not satisfied with the handling of your claim, you may contact the Nevada Division of Insurance by calling the toll-free number (888) 872-3234.

AppleCare Service Company, Inc., as referenced in Section 14(k) is the provider/obligor of the Plan.

For all contracts sold in Nevada, only Nevada law, and not the laws of any other state, may govern this contract.

New Hampshire Residents. If you purchased the Plan in this state, this term applies to the Plan:

In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department, by mail at State of New Hampshire Insurance Department, 21

South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800-852-3416.

New Mexico Residents. If you purchased the Plan in this state, this term applies to the Plan:

Cancellations: No Plan that has been in effect for at least seventy (70) days may be cancelled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds: (i) failure by the holder to pay an amount due; (ii) Conviction of the holder of a crime, which results in an increase in the service required; (iii) discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder; (iv) discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (v) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

North Carolina Residents. If you purchased the Plan in this state, this term applies to the Plan:

The purchase of this Plan is not required either to purchase or to obtain financing for the Covered Equipment. Apple will not cancel this plan **EXCEPT** for failure to pay the purchase price for the Plan.

Ohio Residents. If you purchased the Plan in this state, this term applies to the Plan:

Although this service contract is not an insurance policy, the obligations for claims hereunder for Plans sold in Ohio are insured by Illinois National Insurance Co., with an address of 180 Maiden Lane 25th Floor, New York, NY 10038 (Phone Number: 1-800-250-3819). With any correspondence, please provide your phone number and case number, if applicable. You are entitled to make a direct claim against the insurance company if Apple fails to provide service pursuant to a claim sixty (60) days after Apple's receipt of your claim.

Oregon Residents. If you purchased the Plan in this state, this term applies to the Plan:

In the event you do not receive satisfaction under this contract, you may contact the Oregon Department of Consumer and Business Services, Division of Financial Regulation, Consumer Advocacy Section, P.O. Box 14480, Salem, OR 97309 or at 350 Winter Street NE, 4th Floor, Salem, OR 97301; or by telephone at 888-877-4894 or 503-947-7984, or by email at cp.ins@oregon.gov.

For any inquiries regarding your AppleCare+ coverage, you can write or call the Administrator/obligor at the address or phone number included in this contract.

Data as referred to in Section 14 of the General Terms section means data that is provided to Apple as part of this service contract. It does not mean data stored on Covered Equipment.

South Carolina Residents. If you purchased the Plan in this state, this term applies to the Plan:

You may address any unresolved complaints or Plan regulation questions to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel: 1-800-768-3467.

Tennessee Residents. If you purchased the Plan in this state, this term applies to the Plan:

The Plan Term of this Plan shall be extended the number of days you are deprived of the use of the product because the product is in repair plus two (2) additional workdays.

Texas Residents. If you purchased the Plan in this state, this term applies to the Plan:

If you affirmatively cancel this Plan or an add-on slot pursuant to Sections 12(a) or 12(b) and are entitled to a refund, Apple will provide the refund within forty-five (45) days of the date of cancellation. If Apple fails to issue the refund within that time, Apple will pay you a penalty of ten percent (10%) per month of the original purchase price of the Plan or add-on slot that has not otherwise been refunded.

The provider may cancel this Plan with no prior notice for non-payment, misrepresentation or a substantial breach of a duty by the holder relating to the Covered Equipment or its use. You may address any unresolved complaints or contract regulation question to the TX Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

The Administrator in Texas is Apple Inc., TDLR License. #300.

Virginia Residents. If you purchased the Plan in this state, if any promise made in the contract has been denied or has not been honored within sixty (60) days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Wisconsin Residents. If you purchased the Plan in this state, this term applies to the Plan:

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

If you cancel this Plan within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund. If you cancel this Plan more than thirty (30) days after your receipt of the Plan, you will receive a pro-rata refund of the original purchase price, based on the percentage of the unexpired Plan Term. No deduction shall be made from the refund for the cost of any service received. Apple will not cancel this Plan **EXCEPT** for failure to pay the purchase price for the Plan. If Apple cancels the Plan, you will be paid a pro-rata refund for the Plan's unexpired term.

Wyoming Residents. If you purchased the Plan in this state, this term applies to the Plan:

If Apple cancels this Plan, Apple will mail to you written notice of the cancellation at your last known address contained in Apple's records. Apple will mail this written notice to you no less than ten (10) days prior to the date when the cancellation will take effect. This written notice to you will contain the date when the cancellation will take effect and the reasons for the cancellation. Apple is not obligated to provide prior notice if cancellation is due to nonpayment of the Plan, a material misrepresentation by you to Apple, a substantial breach of your duties under the Plan or a substantial breach of your duties relating to the Covered Equipment or its use.

Disputes that arise under this Plan may be settled in accordance with the Wyoming Arbitration Act.

Telephone Numbers

You can seek service by calling:

United States – 800-APL-CARE (800-275-2273)

* 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/en-us/HT201232. Toll-free numbers are not available in all countries.