

## **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](https://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. Your Plan may be paid by you or a third party who finances or otherwise pays for your Plan (a "Plan Payment Provider").

The Plan covers the following equipment (collectively, the "Covered Equipment"): (i) the Apple-branded Mac computer or display listed on your Plan Confirmation (including any Apple-branded stand and/or VESA mount included with or purchased at the same time as your Apple-branded display), and the Apple-branded accessories contained in the original packaging ("Covered Device"), and (ii) an Apple-branded mouse, Magic Trackpad, keyboard if included with the Covered Device (or purchased with a Mac mini or Mac Pro), 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").

For Monthly Pay Plans (where available), you agree to have the credit card, debit card or other authorized payment source *i.e.* Apple Pay (the "Payment Source") used for your Plan purchase (or your first Plan payment where not otherwise paid for by a Plan Payment Provider) kept on file to automatically charge in advance of the first day of each month following your initial payment. If your Payment Source cannot be charged for any reason, and you have not otherwise made the appropriate monthly payment on time, your Plan coverage will cease from the due date. Apple has the right, but not the obligation, to accept any late payment and allow your Plan to continue from the date of late payment.

You can find the price of the Plan on the original sales receipt as provided by Apple or your Plan Payment Provider.

#### **2. What is Covered?**

##### 2.1 Hardware Service 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 that 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.

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

If during the Plan Term you submit a valid claim notifying Apple that the Covered Device has failed due to accidental damage from handling resulting from an unexpected and unintentional external event (e.g., drops and damages caused by liquid contact from spills) ("ADH"), Apple will, at its discretion and subject to 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 until the end of your Plan Term. All other Plan benefits continue throughout.**

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

The following service fees apply to each Service Event:

	Mac	Apple Display
Tier 1 ADH Service Event - Screen Only ADH Damage - External Enclosure-only ADH Damage	US\$99/C\$129	US\$99/C\$129
Tier 2 ADH Service Event - All Other ADH Damage	US\$299/C\$379	US\$299/C\$379

*\*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 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 fee.

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/](https://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 protect against excessive or catastrophic physical damage to Covered Equipment (e.g., products that have been crushed or bent) or excessive or catastrophic damage to Covered Equipment caused by liquid contact (e.g., products that have been partially or wholly submerged in liquid);
- (c) to conduct preventative maintenance;
- (d) to replace Covered Equipment that is lost or stolen;
- (e) to repair damage caused by reckless, abusive, willful or intentional conduct, or any use of the Covered Equipment in a manner not normal or intended by Apple;
- (f) to install, remove or dispose of the Covered Equipment, or the equipment provided to you while the Covered Equipment is being serviced;
- (g) to repair damage caused by a product that is not Covered Equipment;
- (h) to repair any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced (including for upgrades and expansions), modified, or altered by anyone other than Apple or an authorized representative of Apple;
- (i) to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;
- (j) to repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
- (k) to repair damages caused by fire, earthquake, flood, or other similar external causes; or
- (l) to protect against damage caused by the presence of hazardous materials, including, but not limited to, biological materials and allergens, that present a risk to human health.

Installation of third-party parts may affect your coverage. As a condition of receiving Hardware or ADH Service, all Covered Equipment must be returned to Apple in its entirety including all original parts or Apple-authorized replacement components. This restriction does not prejudice your consumer law rights.

### 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 operating system 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", "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); 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 [support.apple.com/country-selector](https://support.apple.com/country-selector). You must provide your Plan Agreement Number or Covered Device serial number. You must also, upon request, present your Plan Confirmation, and the original sales receipt for your Covered Device and your Plan.

## **5. Service Options**

Apple will provide Hardware or ADH Service to you through one or more of the following options:

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

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

(d) Do-it-yourself ("DIY") parts service. DIY parts service is available for many Covered Equipment. This allows you to service your own Covered Equipment. In any case, Apple is not responsible for any labor costs you incur 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 Covered Equipment part 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 product or part. Apple will ship you free of charge a replacement 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 to a country where service is available. If you seek service in a country that is not the country of purchase, you must comply with all applicable import and export laws and regulations and be responsible for all 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.

## **6. Your Responsibilities**

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

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

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

## **7. Limitation of Liability**

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

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

## **8. Cancellation**

### 8.1 Single-Pay Plans

You may cancel this Plan at any time for any reason. If you decide to cancel this Plan, you may call Apple, or send written notice with your Plan Agreement Number to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. (fax number 916-405-3973). 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 service provided 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, less (i) a cancellation fee of twenty-five (\$25) dollars or ten percent (10%) of the pro-rata amount, whichever is less, and (ii) the value of any service provided to you under the Plan.

Unless applicable local law provides otherwise, Apple may cancel this Plan for fraud or material misrepresentation, or if service parts for the Covered Equipment are not available, upon sixty (60) days' prior written notice. If local law permits and Apple cancels this Plan for the unavailability of service parts, you will receive a pro rata refund for the Plan's unexpired Term.

## 8.2 Monthly Pay Plans

You may cancel this Plan at any time for any reason. If you purchased a Monthly Pay Plan from a seller other than Apple directly (a "Reseller"), contact the Reseller to cancel your Plan. If you purchased a Monthly Pay Plan from Apple, you may cancel by notifying Apple with your Plan Agreement Number and original proof of purchase as noted in Section 8.1 above. Unless applicable local law provides otherwise, if you return your Covered Device within the eligible fourteen (14)-day return window, you are entitled to cancel your Plan and you (or your Plan Payment Provider as the case may be) will receive a full refund of the first monthly payment you have made. To cancel, you must call Apple as instructed above. If you otherwise cancel your Plan, not in connection with return of your Covered Device, cancellation will be deferred until midnight on the last day of the month for which the last monthly payment was paid. 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 was financed by a third party, Apple may return any refund owed to that financing entity.

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

## 8.3 Effect of Cancellation

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

## **9. Transfer of Plan**

Except for Plans paid directly by a Plan Payment Provider, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan's printed materials and this service contract; (ii) you notify Apple of the transfer as instructed at [support.apple.com/en-us/HT202712](https://support.apple.com/en-us/HT202712), 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 or otherwise pay monthly, 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 8.2 and 8.3. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial numbers of the Covered Equipment, and the name, address, telephone number and email address of the new owner.

## **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 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 of America and the District of Columbia, and all provinces or territories of Canada. Persons who have not reached the age of

majority may not purchase this Plan. This Plan may not be available in all jurisdictions, and is not available where prohibited by law.

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

(f) You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with the Apple Customer Privacy Policy.

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

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

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

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

(l) "Apple" is **AppleCare Service Company, Inc.**, an Arizona corporation with its registered office at c/o C T Corporation System, 3800 N. Central Avenue, Suite 460, Phoenix, Arizona 85012, doing business in the state of Texas as Apple CSC, Inc., for Plans sold in the United States. The obligations of all Plans sold in the United States are backed by the full faith and credit of the provider, AppleCare Service Company, Inc. For Plans sold in Canada, "Apple" is Apple Canada Inc., with offices at 120 Bremner Blvd., Suite 1600, Toronto, Ontario M5J 0A8. For Plans sold in Canada, Apple Canada Inc. is the legal and financial obligor.

(m) The 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.

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



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

## **11. 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:

### 11.1 Canada

In Canada, the cancellation fee described in Section 8 is twenty-five (C\$25) Canadian dollars or ten percent (10%) of the pro-rata amount, whichever is less.

#### Quebec Residents

The laws of the Province of Quebec will govern this Plan and any disputes arising under it. The section "Limitation of Liability" is not applicable to residents of Quebec.

### 11.2 United States

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

If you cancel this Plan pursuant to these terms and conditions, and Apple fails to refund the purchase price to you within the time period specified below Apple will pay you a penalty of ten percent (10%) per month for the unpaid amount due and owing. For California, New York, Missouri and Washington residents Apple will provide a refund within 30 days. For Alabama, Arkansas, Colorado, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, South Carolina, Texas and Wyoming residents, Apple will provide a refund within 45 days. For New Mexico residents, Apple will provide a refund within 60 days. 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.

California Residents. If you purchased the Plan in this state, this term applies 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.

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 Dept., 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:

Section 3.1(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 Apple Authorized Service Provider ("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.

Cancellations: No Plan that has been in effect for at least seventy (70) days may be canceled 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 in writing 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.

Transfer: Section 10 does not apply to Monthly Pay Plans if paid for directly by a Plan Payment Provider, which may not be transferred.

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

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.

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 canceled 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 25<sup>th</sup> 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, 4<sup>th</sup> Floor, Salem, OR 97301; or by telephone at 888-877-4894 or 503-947-7984, or by email at [cp.ins@oregon.gov](mailto: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 paragraph 11(vi) 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 a Mac device or accessory.

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:

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 Dept. 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](http://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, less a cancellation fee of twenty-five (\$25 USD) dollars or ten percent (10%) of the pro-rata amount, whichever is less. 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**

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

Canada - 800-263-3394

\* Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and international contact information at [apple.com/contact/phone\\_contacts.html](https://apple.com/contact/phone_contacts.html). Toll-free numbers are not available in all countries.

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