

**AppleCare+ for Apple TV**  
**AppleCare+ for Apple Watch**  
**AppleCare+ for Headphones**  
**AppleCare+ for HomePod**  
**AppleCare+ for iPad**  
**AppleCare+ for iPhone**  
**AppleCare+ for iPod**

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

The Plan covers the following equipment (collectively, the "Covered Equipment"): (i) the Apple TV, Apple Watch, HomePod, iPad (including an Apple Pencil and/or an Apple-branded iPad keyboard to be used with your iPad, referred to as "iPad Input Devices"), iPhone, iPod, or the Apple- or Beats-branded headphones listed on your Plan Confirmation ("Covered Device"), (ii) the accessories contained inside the original packaging of your Covered Device. The Covered Equipment must have been purchased or leased as new from Apple or an Apple Authorised Reseller. Where legal ownership of the Covered Equipment has been transferred to You, the Plan must have been transferred to You pursuant to Section 10. Covered Equipment includes any replacement product provided to You by Apple under Sections 3.1 or 3.2 of this Plan.

### **2. Plan Term and Renewal**

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

For Monthly Plans, your Plan Term is one (1) month. Your Plan will automatically renew each month unless cancelled as set forth in the "Cancellation" Section 9 below, including in the event that Apple is no longer able to service your Covered Equipment due to the unavailability of service parts, in which case Apple will provide you with thirty (30) days' prior written notice of cancellation, or as otherwise required by law. Monthly Plans may not be available for all Covered Devices.

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

For Monthly Plans and Fixed-Term Plans paid in installments (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 initial Plan purchase to be kept on file to be automatically charged in advance of the first day of each renewal or installment period following your initial purchase so as to renew your Plan, unless cancelled. If your Payment Source cannot be charged for any reason, and you have not otherwise made the appropriate renewal or installment payment on time, your Plan coverage will be cancelled from the date advised to you in a notice of cancellation. Subject to applicable law, Apple has the right, but not the obligation, to accept any late payment and allow your Plan to continue from the date of late payment, including to allow renewal. For Monthly Plans only, if the price of your Monthly Plan is subject to change upon renewal, you will be notified in advance of any price increase, in accordance with Section 11 of this Plan.

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

### **3. What is Covered?**

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

If during the Plan Term, you submit a valid claim by notifying Apple that a defect in materials and workmanship has arisen in the Covered Equipment or, in relation to Covered Equipment which uses an integrated rechargeable battery, where the capacity of the Covered Device's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications, Apple will either: (i) repair the defect at no charge, using new parts or previously used genuine Apple parts that have been tested and pass Apple functional requirements, or (ii) exchange the Covered Equipment with a replacement product that is new or comprised of new and/or previously used genuine Apple parts and has been tested and passed Apple functional requirements.

All replacement products provided under this Plan will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different color) as the original product. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage effective for the remainder of the Plan Term. Apple may use Covered Devices or replacement parts for service that are sourced from a country that is different from the country from which the Covered Device or original parts were sourced.

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

If during the Plan Term you submit a valid claim by notifying Apple that the Covered Device has failed due to accidental damage from handling resulting from an unexpected and unintentional external event (such as, drops and damage caused by liquid contact) ("ADH"), Apple will, subject to your payment of the service fee 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 passed Apple Functional requirements.

#### **Exclusions apply as described below.**

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

The following service fees apply to each Service Event:

|  |        |
|--|--------|
| Apple TV:  | C\$19  |
| Apple Watch (excluding Ultra, Ultra 2, Edition and Hermès):  | C\$89  |
| Apple Watch Ultra, Ultra 2:  | C\$99  |
| Apple Watch (Edition or Hermès):   | C\$99  |
| HomePod:   | C\$49  |
| HomePod mini:  | C\$19  |
| iPad Pro:  | C\$49  |
| iPad (all other models):   | C\$49  |
| iPad Input Device:   |        |
| Apple Pencil:  | C\$39  |
| Apple-branded iPad keyboard:   | C\$39  |
| iPhone:  |        |
| Screen-Only Damage:  | C\$39  |
| Back Glass-Only Damage (not available on iPhone models released prior to iPhone 12 and iPhone SE): | C\$39  |
| Other Accidental Damage:   | C\$129 |
| iPod:  | C\$29  |
| Apple-branded headphones:  | C\$39  |
| Beats-branded headphones:  | C\$39  |

*\*Fees do not include applicable taxes payable by you*

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

For iPhone – Screen-Only or Back Glass-Only Damage, the Covered Device must have no additional damage beyond either the screen or back glass damage, 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 with damage that is limited to the screen or back glass only (see Section 6(c)), your Service Event will be charged as iPhone Other Accidental Damage.

For an iPhone with both screen and back glass damage, but 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, the Screen-Only and Back Glass-Only service fees will apply to the ADH Service. 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 with damage that is limited to the screen and back glass (see Section 6(c)), Your claim will be charged as iPhone Other Accidental Damage.

Screen-Only Damage and Back Glass-Only Damage repairs are only available for iPhone. Back Glass-Only Damage repair is not available on iPhone SE and models released prior to iPhone 12.

Please note that if you seek service under this Plan in a country other than Canada, the service fee or local equivalent fee may need to be paid in that country's currency and at that country's applicable rate – for further details, please visit [apple.com/legal/sales-support/applecare/applecareplus/](https://apple.com/legal/sales-support/applecare/applecareplus/) and select the appropriate device and location in which you seek service to view the applicable terms and fees.

### 3.3 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 ("OS") and Apple- or Beats-branded software applications that are pre-installed on or designed to operate with the Covered Equipment ("Consumer Software"), and (iii) connectivity issues between the Covered Equipment, a laptop or desktop computer, a compatible television, or other compatible wireless device that meets the Covered Equipment's connectivity specifications and runs an operating system supported by the Covered Equipment. **Exclusions apply as described below.**

## **4. What is not Covered?**

### 4.1 Hardware Services and ADH Services

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

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

- (a) To protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment;
- (b) To conduct preventative maintenance;
- (c) To replace Covered Equipment that is lost or stolen;
- (d) To repair damage caused by reckless, abusive, willful or intentional conduct, or any use of the Covered Equipment in a manner not normal or intended by Apple;
- (e) To install, remove or dispose of the Covered Equipment or the equipment provided to you while the Covered Equipment is being serviced;
- (f) To repair damage caused by a product that is not Covered Equipment;
- (g) To repair any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced, modified, or altered by anyone other than Apple or an authorized representative of Apple;
- (h) To repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;
- (i) To repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
- (j) To repair damages caused by fire, earthquake or other external causes;
- (k) 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

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

Installation of third-party parts may affect your coverage. As a condition of receiving Hardware or ADH 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.

#### 4.2 Technical Support

Apple will not provide Technical Support in the following circumstances:

- (a) For use of the OS and Consumer Software as server-based applications;
- (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;
- (d) For your use of a computer or OS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
- (e) For software other than the Consumer Software;
- (f) For any Consumer Software designated as "beta," "pre-release," or "preview," or similar designation;
- (g) For damage to, or loss of, any software or data that was residing or recorded on the Covered Equipment (note: the Plan does not cover the recovery or reinstallation of software programs and user data);
- (h) 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
- (i) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code.

### **5. How to Obtain Service and Support?**

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

### **6. Service Options**

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”) or do-it-yourself (“DIY”) parts service. ERS is available for certain Covered Equipment. ERS is not available for iPod or for iPhone Screen-Only or Back Glass-Only Damage, however, you may elect to use ERS for iPhone Screen-Only or Back Glass-Only Service Events subject to the iPhone Other Accidental Damage fee listed in Section 3.2. DIY parts service is available for many Covered Equipment. This allows you to service your own 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. If you are not able to provide credit card authorization, service 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. Apple is not responsible for any labor costs you incur in respect to ERS or DIY parts service.

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.

## **7. Your Responsibilities**

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

DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT AND REFORMAT THE STORAGE MEDIA. 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 updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the OS. Third-party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the OS update. You will be responsible for reinstalling all other software programs, data, and passwords.

## **8. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED EQUIPMENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APPLE'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES' AND AGENTS' LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER 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 OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **9. Cancellation**

### 9.1 Your Cancellation Rights

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

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

Regardless of your Plan type, to cancel this Plan with the return of your Covered Device (with the exception of trade-ins addressed in Section 9.3), as permitted by the original sales channel's return policy, go to the original sales channel of your Covered Device purchase (whether a Reseller or Apple). You (or your Plan Payment Provider as the case may be) will receive a full Plan refund.

(b) All other cancellations:

(i) For Monthly Plans:

To cancel a Monthly Plan, you may:

(A) Turn off your next Monthly Plan renewal through your billing platform. You may also have the option to turn off Monthly Plan renewal billing directly on your Covered Device; or

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

Unless local law provides otherwise, in either case, your cancellation will be deferred until midnight on the last day of the month for which your last monthly payment was paid. Your Monthly Plan will remain active until the end of that month at which point it will be cancelled and no cancellation refund will be provided. Your failure to timely and fully make any monthly payment will be deemed an expression of your intent to cancel your Plan and no cancellation refund will be provided.

(ii) For Fixed-Term Plans:

To cancel a Fixed-Term Plan, call Apple at the number listed below, or send written notice with your Plan Agreement Number to Agreement Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. 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) Within thirty (30) days of your Plan's purchase or receipt of this Plan, whichever occurs later, you will receive a full refund less the value of any benefits provided to you under the Plan.

(B) More than thirty (30) days after your receipt of this Plan, you will receive a pro-rata refund of the original purchase price. The pro-rata refund is based on the percentage of unexpired Plan

Term from the Plan's date of purchase, less the value of any benefits provided to you under the Plan.

If your Fixed-Term Plan is financed through a Plan Payment Provider, contact your Plan Payment Provider to cancel your Plan. Apple may return any refund owed to the financing entity who paid Apple for your Plan.

### 9.2 Apple's Cancellation Rights

If your Payment Source cannot be charged for any reason for amounts due, including for any Monthly Plan renewal or other installment payment owed by you, and you have not otherwise made the appropriate payment by the due date or any applicable renewal date, your Plan may be cancelled for nonpayment and your Plan coverage will cease from the due date or renewal date.

Additionally, 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 thirty (30) days' prior written notice. If local law permits and Apple cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

### 9.3 Cancellation Upon Authorized Trade-In

For Monthly Plans, if you trade-in your Covered Equipment to Apple or an Apple Authorized Reseller as part of an Apple authorized trade-in program, that trade-in will be deemed an expression of your intent to cancel your Monthly Plan and it will be cancelled consistent with Section 9.1(b)(i).

### 9.4 Effect of Cancellation

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

## **10. Transfer of Fixed-Term Plans**

For Fixed-Term Plans only, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan's printed materials and this service contract; (ii) you notify Apple of the transfer as instructed at [support.apple.com/HT202712](https://support.apple.com/HT202712), and (iii) the other party accepts the terms of this service contract. If you financed the purchase of your Plan through a Plan Provider or otherwise pay in installments, the transferee must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the applicable cancellation provisions as described in Section 9. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial number of the Covered Equipment, and the name, address, telephone number and email address of the new owner. Monthly Plans cannot be transferred.

## **11. Plan Changes**

The Plan terms and conditions originally issued to you will remain in effect for the duration of your Plan Term and each Monthly Plan renewal if applicable, unless Apple notifies you of revised Plan terms and conditions. Apple may, at any time, revise any of the terms and conditions of this Plan, including the price and applicable service fees, upon thirty (30) days' written notice to you, or longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method. If you do not agree to the revised Plan terms and conditions, you may cancel the Plan without penalty. If you do not cancel the Plan within the Notice Period, your continued payment of monthly or other installment charges (if applicable) or request for service under the Plan after receiving notice of a change in your Plan terms and conditions, including with respect to a change in price or service fees, will



be deemed consent by you to be bound by such revised Plan terms and conditions. In any event, you may cancel the Plan at any time in accordance with Section 9.

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

## 12. General Terms

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

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

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

(d) This Plan is offered and valid only in provinces or territories of Canada. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all jurisdictions and is not available where prohibited by law.

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

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

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

**(h) You understand and agree that by purchasing the Plan, Apple will use, process, transfer, and protect your information in accordance with Apple Customer Privacy Policy available at [apple.com/ca/legal/privacy](https://apple.com/ca/legal/privacy). Without prejudice to the foregoing, you agree that Apple, its affiliates or service providers may use and process your name, device serial number, contact information, repair history and other personal information we, our affiliates or service providers collect or generate in relation to your Plan, for the purposes of: (i) providing and administering the services under the Plan and performing this contract; (ii) ensuring service quality; and (iii) communicating with you regarding your Plan, related financial transactions, and services and support provided under this contract. For such purposes, you agree that this may include the transfer of your personal information between Apple, its affiliates and service providers. If you have any questions regarding the processing of your personal data, contact Apple through the telephone numbers provided or at [apple.com/legal/privacy/contact](https://apple.com/legal/privacy/contact). If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access [appleid.apple.com/ca/](https://appleid.apple.com/ca/) to update your personal contact preferences or you may contact Apple at [apple.com/ca/privacy/contact](https://apple.com/ca/privacy/contact).**

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

(j) Each Monthly Plan will renew automatically, unless cancelled, at its original Plan purchase price, unless you are notified in advance of a price change in accordance with Section 11 of this Plan. Apple is not obligated to renew any Fixed-Term Plan. If Apple does offer renewal, Apple will determine the price and terms.

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

(l) "Apple" is **Apple Canada Inc.**, with offices at 120 Bremner Blvd., Suite 1600, Toronto, Ontario M5J 0A8 and is the legal and financial obligor under this Plan. "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.

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

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

### **13. 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:

#### Canada

##### 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.

#### **Telephone Numbers**

Canada – 800-263-3394

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

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