

## AppleCare+ for iPhone with Theft and Loss

### 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 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 iPhone identified by the product serial number shown on Your Plan Confirmation certificate or original sales receipt (the "Covered Device"), as well as the original accessories supplied in the original packaging of Your Covered Equipment (collectively, the "Covered Equipment"). 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 Section 3.1, 3.2, and/or 3.3 of this Plan.

Throughout this Plan the word **Theft** shall mean the unauthorised dishonest misappropriation of Your Covered Device by another person with the intention of permanently depriving You of Your Covered Device.

Throughout this Plan the word **Loss** shall mean where You have accidentally misplaced Your Covered Device and it is unrecoverable.

### 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. Subject to the provision of a renewal notice, your Plan will automatically renew each month unless cancelled as set forth in the "Cancellation" Section 9 below. In the event that Apple is no longer able to service your Covered Equipment due to the unavailability of service parts, Apple will provide you with thirty (30) days' prior written notice of non-renewal, 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 such as 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 Equipment'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 that have been tested and pass 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 Equipment or replacement parts for service that are sourced from a country that is different from the country from which the Covered Equipment 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 Equipment 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 in 3.4 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 Equipment with a replacement product that is new or comprised of new and/or previously used genuine Apple parts that have been tested and pass Apple functional requirements. 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. Such replacement will become the new Covered Equipment under this Plan.

Apple may use a replacement device or replacement parts for service that are sourced from a country that is different from the country from which the Covered Equipment or its original parts were sourced.

For ADH Services, the Covered Equipment can only be repaired or replaced in accordance with the above and no cash benefit will be payable. Each ADH service you receive is a "Service Event."

Your Plan entitles you to unlimited Service Events for ADH that occur whilst Your Plan is active, up to the date the Plan is cancelled or otherwise terminated, each subject to a service fee as set out in Section 3.3. Requests for a Service Event where such event occurred after the Plan has been cancelled or terminated will not be covered by the Plan.

**Important:** Please refer to Section 4 for exclusions in connection with the provision of the ADH Service.

### 3.3 Services for Theft and Loss

If during the Plan Term you submit a valid claim in accordance with Section 7 below by notifying Apple that there has been Theft or Loss of your Covered Device, Apple will supply, subject to your payment of the service fee specified in 3.4 below, a replacement for the Covered Device with a new Apple-branded device or device comprised of new and/or previously used genuine Apple parts that have been tested and pass 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.

Apple may use a replacement Apple-branded device that is sourced from a country that is different from the country from which the Covered Device or its original parts were sourced.

The replacement Apple-branded device will become the new Covered Device under this Plan.

For Theft or Loss Services, the Covered Device can only be replaced in accordance with the above and no cash benefit will be payable.

Each Theft or Loss service you receive counts towards your "Service Event" limit described in Section 3.5.

**Important:** Please refer to Section 4 for exclusions in connection with the provision of the Theft or Loss Service.

In the event of a replacement, and your stolen or lost device is subsequently recovered, you must return the device to Apple who will keep such device.

For You to be eligible for a Theft or Loss Service Event, you must have Find My enabled on Your Covered Device at the time of the Theft or Loss. Find My must remain enabled, and Your Covered Device must remain associated with Your Apple ID, throughout the Theft or Loss claims process.

### 3.4 Service Fees and Service Events

The following service fees\* apply to each Service Event in relation to ADH, Theft or Loss:

iPhone:	
Screen-Only Damage:	A\$ 45
Back Glass-Only Damage (not available on iPhone SE and iPhone models released prior to iPhone 12):	A\$ 45
Other Accidental Damage:	A\$ 149
Theft and Loss:	A\$ 229

\*Fees include applicable taxes payable by you.

For iPhone Screen-Only or Back Glass-Only Accidental Damage Handling claims, the Covered Device must have no additional damage beyond either the screen or back glass damage, including, but not limited to, bent or dented enclosure, that would prevent Apple from replacing either the screen or back glass on the Covered Device. A Covered Device with additional damage will be categorized as iPhone Other Accidental Damage Handling claims.

For an iPhone Screen-Only and Back Glass-Only Accidental Damage Handling claim, the Covered Device must have no additional damage beyond the screen and back glass damage, including, but not limited to, bent or dented enclosure, that would prevent Apple from replacing the screen and back glass on the Covered Device. A Covered Device with additional damage will be categorized as iPhone Other Accidental Damage Handling claims. An iPhone Screen and Back Glass Accidental Damage claim is subject to both Screen-Only and Back Glass-Only Service Fees specified in the table above.

If You elect to use Express Replacement Service ("ERS") for an iPhone Screen-Only, iPhone Back Glass-Only or iPhone Screen and Back Glass Accidental Damage claims, Your claim will be classified as iPhone Other Accidental Damage.

Screen and back glass repairs are only available for iPhone. However, back glass repair is not available on iPhone SE and iPhone models released prior to iPhone 12.

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 [support.apple.com/en-au/iphone/theft-loss-claims](https://support.apple.com/en-au/iphone/theft-loss-claims).

### 3.5 Claims Limit

There is no limit on the number Service Events for ADH, Hardware Service, and Technical Support whilst the Plan is active, up to the date the Plan is cancelled or otherwise terminated. Requests for a Service Event for ADH, where such event occurred after the Plan has been cancelled or terminated will not be covered by the Plan.

The Plan, however, only entitles You, irrespective of whether the Service Event is Theft or Loss, to a maximum of two (2) Service Events for Theft and Loss coverage during each twelve (12)-month period. Cover commences at the start of Your coverage period as reflected on Your original sales receipt. After the second claim for either Theft or Loss Service Event is settled within a twelve (12)-month period, the Theft and Loss coverage on this Plan will cease until the anniversary of Your Plan purchase date when the next twelve (12)-month period starts, if applicable. You will then become eligible for a further two (2) additional claims for a Theft or Loss Service Event.

Any unused Theft or Loss Service Events will expire at the end of each twelve (12)-month period. All other Plan benefits will continue throughout the operation of your Plan regardless of the number of claims made for a Theft or Loss Service Event

For Monthly Plans, in the event you use your second available Service Event for the Theft and Loss coverage before the end of a twelve (12)-month period based on your Plan purchase date, Apple will notify you that you may elect to cancel your Plan. If you elect to cancel your Plan, you must notify Apple in accordance with these terms and conditions before your next monthly renewal date. If you elect to cancel, Apple will send you notice of non-renewal in accordance with applicable law. If you do not notify Apple you wish to cancel your Plan, your Plan will continue in force and renew at the same monthly price (subject to Section 11 below).

The ADH, Theft or Loss Services under the Plan is provided to you as a beneficiary under a group policy of insurance which Apple has entered into with AIG Australia Limited (ABN 93 004 727 753, AFS Licence No

381686) of Level 13, 717 Bourke Street, Docklands Vic 3008, Australia (as "Insurer") in the country or jurisdiction where you purchased the Plan.

### 3.6 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 Service and ADH Service

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 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;
- (d) to install, remove or dispose of the Covered Equipment or the equipment provided to you while the Covered Equipment is being serviced;
- (e) to repair damage caused by a product that is not Covered Equipment;
- (f) to repair any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced, modified, installed or altered by anyone other than Apple or an authorized representative of Apple;
- (g) to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;
- (h) to repair any damage to Covered Equipment with a serial number that has been altered, defaced, removed;

(i) to repair damages caused by fire, earthquake or other external causes;

(j) other than covered losses specifically stated in this Plan, 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, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; or

(k) 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 Theft or Loss Services

Apple will not provide Theft or Loss Services for or in connection with or arising from:

- a) loss of value of Your Covered Equipment or any losses caused by, or resulting from, a virus on Your Covered Equipment;
- b) loss of any software or data residing or recorded on the Covered Equipment;
- c) recovery and reinstallation of software programs and user data;
- d) loss of use of the Covered Equipment including any consequential loss (including, but not limited to, any economic loss or other loss of turnover, profits, business, goodwill or expected savings);
- e) any Theft or Loss of Covered Equipment caused by any fraudulent or deliberate act taken by You or Your employees, or any person using the Covered Equipment with Your permission;
- f) costs or charges for replacing car kits and other accessories which can no longer be used with the Covered Equipment;
- g) voluntary parting with the Covered Equipment (including inducement to do so by fraud or false pretence), and illegal trade or confiscation by a government or public authority;
- h) any product that is not the Covered Equipment;
- i) financial losses resulting from the unauthorised use of Your Covered Equipment including, but not limited to:
  - i. purchases made using stored debit card, credit card, bank account details or Apple Pay;
  - ii. unauthorised access to Your online banking;
  - iii. unauthorised use of Your Covered Device to make calls or send messages.
- j) fire, earthquake or other external causes;
- k) defects in Your Covered Equipment;

l) other than covered losses specifically stated in this Plan, 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, 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) any Theft or Loss of Covered Equipment where Find My functionality is not enabled on the Covered Equipment throughout the Coverage Period including at the time of the Theft or Loss. Find My must remain enabled, and Your Covered Equipment must remain associated with Your Apple ID, throughout the Theft or Loss claims process.

#### 4.3 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", "prerelease", "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) other than covered losses specifically stated in this Plan, 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, 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 any service under this Plan or Technical Support by calling Apple, or by accessing [support.apple.com/en-au](https://support.apple.com/en-au).

You must comply with all terms and conditions of this Plan to receive service or support, including but not limited to, Your responsibilities set out in Section 7 below.

## **6. Service Options**

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

(a) Carry-in service. Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an Apple-owned retail store location or to 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. If You elect to use ERS for iPhone Screen-Only or Back Glass-Only Damage, please refer to Section 3.4. for the applicable service fees. 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, and 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. In any case, 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 services 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 sales taxes and charges. For international service, Apple may repair or exchange products and parts with comparable products and parts that comply with local standards. For Theft and Loss Coverage, we may only be able to deliver a replacement iPhone to the country in which You purchased this Plan.

## **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.



To receive ADH Services under this Plan, any ADH must occur whilst Your Plan is active, up to the date the Plan is cancelled or otherwise terminated, and submitted to Apple by visiting an Apple retail store or an Apple Authorised Service Provider, by calling Apple at 1300-321-456, or by accessing [support.apple.com/en-au](https://support.apple.com/en-au). Requests for a Service Event for ADH where such event occurred after the Plan has been cancelled or terminated will not be covered by the Plan.

For Theft and Loss Coverage Services, Your Theft and Loss incident must occur whilst the Plan is active, up to the date the Plan is cancelled or otherwise terminated, and be submitted to Apple by calling Apple or by accessing [support.apple.com/en-au](https://support.apple.com/en-au).

FOR DEVICES WITH STORAGE MEDIA, 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.

As a condition of receiving Theft and Loss Coverage, You must have Find My enabled on Your Covered Device throughout Your Coverage Period and at the time of the Theft or Loss. Find My must remain enabled, and Your Covered Device must remain associated with Your Apple ID, throughout the Theft or Loss claims process.

## **8. Limitation of Liability**

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

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

## **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 Equipment (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 Equipment purchase (whether an Apple Authorised Reseller or Apple). You (or Your Payment Plan Provider) will receive a full refund of Premium.

(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. In cases where you fail to timely and fully make any monthly payment and this results in the subsequent cancellation of your Plan due to non-payment, 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 AppleCare Administration, Apple Pty Limited, P.O. Box A2629, Sydney South, NSW 1235, Australia. 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 of the Plan. 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 as notified to you, your Plan may be cancelled for nonpayment and your Plan coverage will cease from the due date or renewal date, or from the date specified in any notice of cancellation.

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 Termination 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, this Plan will automatically terminate at midnight on the last day of the month for which your last monthly premium payment was paid.

### 9.4 Effect of Cancellation

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

## **10. Transfer of Plan**

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 by sending notice of transfer to AppleCare Administration, Apple Pty Limited at PO Box A2629, Sydney South, NSW 1235, Australia, and (iii) the other party accepts the terms of this service contract. If you financed the purchase of your Plan through a Plan Payment 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.

## **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.

Unless local law provides otherwise, 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 any 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 Australia. 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, the Insurer or service providers in accordance with the Apple Customer Privacy Policy.

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

**(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/au/legal/privacy](https://apple.com/au/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/au](https://appleid.apple.com/au) to update your personal contact preferences or you may contact Apple at [apple.com/au/privacy/contact](https://apple.com/au/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 (and, where applicable, the Insurer's) entire understanding with respect to the Plan.

(j) Subject to the provision of a renewal notice, 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 Pty Limited** at PO Box A2629, Sydney South, NSW 1235, Australia, the legal and financial obligor. "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) The governing law of this Plan is the law of the country listed in Section 13 where you purchased the Plan.

(n) The rights described in this Plan in respect of returns, refunds, and warranties are in addition to the statutory rights to which you may be entitled under the *Competition and Consumer Act 2010* (Cth) and other applicable Australian consumer protection laws and regulations. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

(o) This plan is offered and valid only in Australia. The ADH, Theft or Loss coverage is provided to you pursuant to a group insurance policy that Apple Pty Limited has purchased from the Insurer. For ADH, Theft or Loss coverage, the Insurer has provided you with a Product Disclosure Statement (PDS). A copy of the PDS can also be accessed at [apple.com/au/legal/sales-support/applecare/applecareplus/au/tl/](https://apple.com/au/legal/sales-support/applecare/applecareplus/au/tl/) and forms part of the coverage under Section 3.2 and 3.3. The Insurer appoints Apple to provide the Service Events under Section 3.2 and 3.3 of this Plan and covers the costs of such Service Events in excess of your service fee.

(p) In relation to ADH, Theft, or Loss coverage, the Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, the Insurer's parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America or the Commonwealth of Australia.

(q) For ADH, Theft or Loss coverage cancellation within the thirty (30) days of purchase as set out in this Plan incorporates and is subject to the cooling off rights under the Corporations Act (2001) (Cth) for a general insurance product.

(r) Apple Pty Limited operates as a Group Purchasing Body under ASIC Corporations (Group Purchasing Bodies) Instrument 2018/751 (or any legislative instrument replacing it and having the same effect). As a Group Purchasing Body, Apple is obliged to provide you with a disclosure statement which can be accessed at [apple.com/au/legal/sales-support/applecare/applecareplus/au/tl/](https://apple.com/au/legal/sales-support/applecare/applecareplus/au/tl/). Apple is not authorized to provide any financial product advice in respect of the ADH and Theft or Loss cover, other than the advice found in the disclosure statement.

(s) The governing law for the Plan is the law in the State of New South Wales whose courts have non-exclusive jurisdiction to hear any disputes between the parties to this Plan.

(t) Telephone Numbers. See [support.apple.com/en-au/HT201232](https://support.apple.com/en-au/HT201232) for local telephone numbers. Telephone numbers and hours of operation may vary and are subject to change. Toll-free numbers are not available in all countries.

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