

AppleCare One

How Consumer Rights Affect this Plan

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER PROTECTION LAWS AND REGULATIONS. THIS PLAN SHALL NOT PREJUDICE THE RIGHTS GRANTED BY APPLICABLE CONSUMER LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF THE NON-PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

1. The Plan

This contract (the “Plan”) governs the services provided to you by Apple under the above plan and includes the terms in this document, your Plan Confirmation sent with your Welcome Email (“Plan Confirmation”), and the original sales receipt for your Plan. Your Plan Confirmation will be provided to you along with a Welcome email at the time of purchase or sent to you automatically thereafter. If you purchased your Plan from Apple, you may obtain a copy of your Plan Confirmation by going to mysupport.apple.com/products.

Benefits under this Plan are additional to your rights under applicable laws, the manufacturer’s hardware warranty and any complimentary technical support.

The Plan covers up to three (3) of the following devices that are associated with the Apple Account you used to purchase the Plan provided they are enrolled under the Plan and a Slot is available for it to be enrolled: AirPods, Apple TV, Apple Watch (including the one Apple-branded band, Nike Sport band, or Hermès Sport band supplied in the same box as your covered Apple Watch), Beats device, HomePod, iPad, and iPhone (collectively, “iOS Devices”), Apple-branded Mac computer or display (collectively, “Mac and Apple Display Devices”); and Apple Vision Pro (“Vision Pro Devices”). Only one Vision Pro Device may be enrolled under the Plan at one time. Once enrolled under the Plan, the device is considered a “Covered Device” under the Plan and becomes subject to the terms of this Plan. Covered Devices includes the accessories contained inside the original packaging of your device.

Additional iOS Devices, Mac and Apple Display Devices , and/or Vision Pro Devices tied to the Apple Account that purchased the Plan may be added as a Covered Device under a new Slot by paying a supplemental per-device fee. If added, the device will be entitled to all the services provided in these terms. However, the addition of a Covered Device to a new Slot will not increase (i) the Plan’s device limitations that only one Vision Pro may be registered under the Plan at one time; or (ii) the Theft and Loss claims limits.

The following accessories that are compatible and used with Covered Devices may be enrolled under the Plan and will not count towards the Plan’s three (3) Covered Device limitation: Apple Pencil, Apple Pencil Pro, Apple-branded iPad keyboard (collectively, “iPad Input Devices”); Apple-branded mouse, Magic Trackpad, and/or Apple-branded keyboard; an Apple-branded VESA mount and/or stand; and Apple memory modules (RAM) and an Apple USB SuperDrive (collectively, “Mac Accessories”). Up to ten (10) Accessories may be registered under the Plan. Once enrolled under the Plan, the accessory is considered an “Accessory” under this Plan and becomes subject to the terms of this Plan.

You are free to remove a Covered Device or Accessory from coverage under the Plan and substitute another device or accessory in place of a Covered Device or Accessory. The substituted device or accessory will be covered as a Covered Device or Accessory in place of the removed Accessory or Covered Device from the time of substitution.

Covered Equipment include any replacement product provided to you by Apple under the terms of this Plan

Throughout the Plan the word **Apple Account** means the account you use to access Apple services and that you also used to purchase the Plan.

Throughout the Plan the word **Covered Equipment** means as applicable the Accessories and/or the Covered Devices.

Throughout this Plan the word **Theft** means 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** means where you have accidentally misplaced your Covered Device and it is unrecoverable.

Throughout the Plan the word **Slot** means a slot available or purchased under the Plan which entitles you to enroll such device under the Plan and for it to be covered as a Covered Device under the Plan.

This Plan provides Hardware Service, Accidental Damage from Handling Coverage (“ADH”), which includes coverage for Power Surge, Theft coverage, Loss coverage, and Technical Support services.

The term Power Surge means an occurrence of a sudden and non-continuous increase or burst of electricity or electrical current, caused by natural or man-made events including but not limited to lightning strikes, power returning after an outage, and wildlife interfering with power lines

The ADH, Theft, and Loss services under the Plan are 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.

The Theft and Loss coverage only applies to iPhones, iPads, and Apple Watches (including the Apple Watch Strap if lost or stolen at the same time as the covered Apple Watch) that are lost or stolen while enrolled in the Plan as a Covered Device. The particular iPhone, iPad, or Apple Watch must be registered as a Covered Device at the time of the Theft or Loss and throughout the claims process to be eligible for Theft and Loss coverage under this Plan. Theft and Loss Coverage does not apply to iPad Input Devices, even if lost or stolen at the same time as the covered iPad. You must have Find My enabled on the relevant iPhone, iPad or Apple Watch at the time of the Theft or Loss. Find My must remain enabled, and the iPhone, iPad or Apple Watch must remain associated with Your Apple Account, throughout the Theft or Loss claims process. **See Clause 4 for how to enable Find My.**

The Plan only applies to Covered Equipment you own or lease and are associated with the Apple Account you used to purchase the Plan. Covered Equipment must be used primarily for personal, non-commercial household purposes in Australia. Devices primarily used for business or professional purposes, or those that are primarily used outside of Australia are not eligible for coverage. Any such use will not be covered and may result in the cancellation of the entire Plan. This Plan is not for your commercial use and may not be used by you in furtherance of any private gain including, but not limited to, seeking service for devices or accessories owned by others and/or for devices or accessories that are not legitimately covered by this Plan. Apple reserves the right to verify device and accessory ownership at the time of claim. You may not sell, transfer, subcontract, delegate, or assign any of your rights under this Plan. Non-compliant service requests or use of the Apple Account in violation of this provision may result in the cancellation of the Plan and denial of pending claims. Apple reserves the right to invoice you for the retail value of any service or replacement device or accessory provided to you as a result of any misrepresentation on your part.

2. The Plan and Apple Account

The Plan is associated with the Apple Account that you used to purchase the Plan. All your Covered Equipment must remain signed in and associated with that Apple Account during the Plan term. Only one Plan may be associated with the Apple Account. Family Sharing is not applicable to this Plan.

The Apple Account must have an Australia storefront and a valid payment method on file (*i.e.*, credit card, debit card, store credit, Apple Cash, PayPal, or other authorized payment source). If your Apple Account is in arrears on any payments owed to Apple, you may need to make the account current to purchase this Plan, to avoid this Plan being cancelled, and/or to add additional devices to this Plan. The Apple Account must have a billing address in Australia (excluding P.O. Boxes).

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

This Plan cannot be transferred to another Apple Account.

3. Device Management under the Plan

It is your responsibility to manage the Covered Equipment under the Plan, including removing or adding devices or accessories and ensuring you are signed into the Apple Account associated with this Plan on the Covered Device or Accessory. Devices or Accessories may be added or removed from your Plan via any device on which You are signed into the Apple Account associated with the Plan by opening the Apple Account or by going to Settings>General>AppleCare and Warranty, or via support.apple.com/en-au/118218. Once removed, the device or accessory will no longer be covered and (ii) the substituted device or accessory will be covered as a Covered Device or Accessory in place of the removed accessory or device from the time of such substitution.

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

For covered iPhones, iPads, and/or Apple Watches, signing out of such Apple Account on that device will disable Find My on that device and therefore there will be no coverage for Theft and Loss for all your Covered Devices and Accessories unless and until You sign back into the Apple Account connected with this Plan on that device and ensure Find My is turned on (see Clause 4 for enabling Find My).

If you sign out of Your Apple Account connected with this Plan on your Covered Device or Accessory (except AirPods, Beats devices, and Studio Display) and sign in with a different Apple Account on that Covered Device or Accessory you will have twenty-four (24) hours or until the end of Your billing cycle, whichever occurs first, to sign back in with your Apple Account on that Covered Device or Accessory to avoid losing Hardware Coverage and Technical Support under this Plan for that Covered Device or Accessory. If you do not sign back in to Your Apple Account within twenty-four (24) hours or before the end of Your billing cycle, whichever occurs first, on that Covered Device or Accessory, you will lose coverage under this Plan for that Covered Device or Accessory. If that device was the last Covered Device or Accessory under this Plan, the Plan may be cancelled by you as explained in clause 8. Theft and Loss coverage ends immediately upon signing out of Your Apple Account.

4. Enable Find My

To be eligible for Theft and Loss coverage, You must ensure that Find My is enabled on Your covered iPhone, iPad, and Apple Watch. Depending on Your Covered Device, the steps to enable Find My are as follows:

A. iPhone and iPad

1. Open the Settings app;
2. Tap Your name at the top of the screen;
3. Select "Find My";
4. Toggle-on "Find My iPhone" or "Find My iPad" to enable.

For troubleshooting, see the Find My support article support.apple.com/en-au/102648, or contact Apple Support at on 1-300-321-456.

B. Apple Watch

1. Your covered Apple Watch must be paired with Your iPhone. You Must enable Find My on Your iPhone. Follow the steps above to enable Find My on Your iPhone.
2. Once Find My is enabled on Your paired iPhone, open the Watch app on Your paired iPhone.
3. Tap "All Watches" at the top left, then tap the info ("i") button next to Your Apple Watch.
4. Ensure that Your Apple Watch is paired and signed in with Your Apple Account. Find My should be automatically enabled when Your Apple Watch is paired with an iPhone that has Find My enabled.
5. If Find My is not automatically enabled:
 - a. Go to Settings on Your Apple Watch;
 - b. Tap Your name, then scroll down until You see Your Apple Watch;
 - c. Tap Your Watch name, then tap Find My Watch;
 - d. Make sure that Find My network is turned on.

For troubleshooting, see the Find My support article support.apple.com/en-au/102648, or contact Apple Support at on 1-300-321-456.

Please note that sharing Your location does not activate Find My for Theft and Loss coverage. You must follow the steps above to enable the Find My functionality required for Theft and Loss Coverage. If Find My is turned off for any reason, including when Your Covered Device is placed in repair mode or sent for repair, you must turn Find My back on for Theft and Loss Coverage to remain in effect. For more information, visit support.apple.com/en-au/102648.

5. Devices Insured Under the Plan

The Plan requires at least one Covered Device to continue in force. Covered Devices that are in good physical working condition at the time of initial enrollment may be added to the Plan within four (4) years and (one (1) year for AirPods and Beats devices) of the device manufacture date unless the purchase date or activation date is available to Apple in which case that date will be used.

To enroll a device under the Plan, at Apple's discretion, it may require successful completion of multiple diagnostics prior to enrolling a device, including but not limited to, a test call or messaging, remote diagnostics, and/or physical inspections, to ensure that the device is operating up to Apple's functional and physical requirements. You must follow Apple's instructions to allow it to complete the diagnostics and may be asked to update Your device to the current version of iOS, macOS or vision OS.

Accessories must also be enrolled under the Plan to receive coverage. To enroll an Accessory a compatible Covered Device also must be enrolled under the Plan. If the Accessory is purchased at the same time as a compatible Covered Device the accessory will automatically be enrolled under the Plan. Otherwise, You must contact Apple at 1-300-321-456 to enroll the Accessory. If all compatible Covered Devices to which an Accessory is paired are removed from the Plan, the Accessory will also be removed from the Plan. If a new compatible Covered Device is purchased and enrolled, the Accessory must be re-enrolled under the Plan.

Devices and accessories with pre-existing damage may not be added to your Plan. The device or accessory must be in your possession when you purchase the Plan or add the device to the Plan. Devices or accessories that are lost, stolen, or in Lost Mode, including devices or accessories that have been stolen even if purchased without knowledge of the previous theft, are not eligible to be added. Devices or accessories that have previously been denied coverage under an Apple-branded protection plan for tampering and/or abuse are not eligible for coverage.

Devices or accessories with a third-party component, previously used Apple parts that have not been tested and passed Apple functional requirements, and/or product that does not meet the Apple product's specifications or devices that received service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorised Service Provider are not eligible for coverage. If there is an open service event or claim on the device, you must complete the service or claim before enrolling the device under the Plan. Devices purchased in a country other than Australia may not be eligible for coverage under the Plan. Apple will advise you that this is case at the time you try and enroll the device.

The Theft and Loss coverage only applies to covered iPhones, iPads, and Apple Watches, If You lose such items or have it stolen, you will continue to be charged regardless of whether that device is eligible for a Theft and Loss claim unless and until you make a Theft or Loss claim or remove the device from your Plan.

If you transfer a Covered Device or Accessory to someone you must remove that Covered Device or Accessory from your Plan to avoid any future Plan charges, if any, for that device or accessory .

A device or accessory must be enrolled as a Covered Device or Accessory under your Plan at the time of the incident giving rise to the Service Event (see clause 8.E below) and throughout the claims process to be eligible for coverage under the Plan (i.e., devices or accessories removed from the Plan before the Service Event occurs will not be covered and removing a device during a Service Event may impact Apple's ability to provide the service). See clause 7 below for more details on obtaining service under this Plan.

6. Plan Term, Renewal, and Cost

Plan coverage begins at the date and time the first device is enrolled in the Plan as a Covered Device . For additional devices or accessories added to the Plan, coverage will apply to such device or accessory at the date and time you enroll that device or accessory as a Covered Device or Accessory to the Plan. A Covered Device and/or Accessory that is removed from the Plan will no longer be covered by the Plan at the date and time the Covered Device and/or Accessory is removed from the Plan.

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”, Clause 14 below. The monthly renewal date of your Plan will apply to all Covered Equipment regardless of the date they were added to your Plan, including Covered Equipment covered under an Add-On Slot.

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

If the payment methods in your Apple Account cannot be charged for any reason, and you have not otherwise made the appropriate renewal payment on time, you have thirty (30) days in which to pay all past due amounts or the Plan will be cancelled (“Grace Period”). During the Grace Period, the Plan will stay in effect, and you can seek service under the Plan for Covered Devices and add devices if you have less than three (3) Covered Devices under the Plan. You will not be able to purchase an Add-on Slot(s) to cover an additional device unless and until you pay all past due amounts. No refund will be provided if the Plan and/or an add-on slot is cancelled during the Grace Period.

The base monthly cost for your Plan is \$29.99 per month (even if less than three (3) devices are enrolled). The price for each additional Add-on-Slot is \$8.99 per month. The cost for an additional Add-On-Slot will be pro-rated for the first month based on the date the slot is purchased, with the full price charged at your next monthly billing date for this Plan. An add-on slot does not increase the Theft and Loss claims limits.

In the event that Apple is no longer able to service a Covered Devices or Accessory due to the unavailability of service parts, Apple will provide you with thirty (30) days’ prior written notice, or as otherwise required by law, of the removal of that item of Covered Device or Accessory from your Plan, after which such Covered Device or Accessory will be removed from your Plan. If no Covered Device or Accessory remains on your Plan, the Plan will cease to renew. Apple will, if applicable, refund on a pro rata basis any payments made in advance for any coverage under the Plan.

7. What is Covered?

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

Hardware Service is provided if during the Plan Term you submit a valid claim by notifying Apple that a defect in materials and workmanship has arisen in the Covered Equipment or, in relation to Covered Equipment which uses an integrated rechargeable battery, that the capacity of the Covered Equipment's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications. See Clause 8.C for Hardware Service fulfillment details.

Exclusions to Hardware Service coverage under this Plan apply as described in Clause 9 below.

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

ADH Service is provided if during the Plan Term you submit a valid claim by notifying Apple as set out in Clause 10 below 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”). The damage must affect the functionality of your Covered Device. See Clause 8.C for ADH Service fulfillment details.

Exclusions to ADH Service under this Plan apply as described in Clause 9 below.

C. Fulfillment of Hardware Coverage and ADH Services

If during the Plan Term you submit a valid claim for Hardware Service or a valid claim for ADH Service in accordance with Clause 10 below, Apple will make a reasonable determination and based on the level of ADH, to 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.

If repair or replacement under (i) and (ii) are not possible or available, Apple will reimburse you with Apple store credit, an Apple gift card, or cash in the amount equal to Apple's current retail price for the Covered Equipment (or, if Apple does not currently sell the Covered Equipment model, the retail price at which Apple last sold the Covered Equipment model), or the amount paid for the Covered Equipment as shown on the original proof of purchase, whichever is greater. This only applies when Your claim is made in the country where You purchased this Plan. In the event a reimbursement is made, the original Covered Equipment will become Apple's property, and your coverage under the Plan for such Covered Equipment will automatically terminate as you are no longer in possession of the Covered Device or Accessory and the Slot occupied by that device or accessory will become open. This may result in you not requiring an Add-On Slot, the termination of such add-on-slot to and you becoming entitled to a refund for such add-on slot as described below in Clause 14.

Service for ADH is subject to your payment of the service fee described in Clause 8.E below. Each ADH Service you receive is a "Service Event," (as described in Clause 8.E below) subject to the service fees described below.

If Apple exchanges the Covered Device, all replacement products provided under this Plan will have the same or substantially similar features (e.g., a different model, or the same model in a different colour, with the same or enhanced technological features or capabilities) as the original Covered Device, or at Apple's reasonable determination, the replacement product will be the same or more recent model but with different technological or functional features or capabilities as the original Covered Device. For Accessories (e.g., Apple Watch bands, AirPods Max cushions, etc.), any replacement accessory may differ in material and color, subject to Apple's reasonable discretion. If Apple exchanges the Covered Device or Accessory, the original product becomes Apple's property and the replacement product is your property with coverage under the same Slot as the original product effective for the remainder of the Plan Term. Apple may use devices or replacement parts for service that are sourced from a country that is different from the country from which the Covered Equipment or original parts were sourced.

Exclusions apply as described below.

D. Services for Theft and Loss

Theft and Loss Coverage only applies to covered iPhones, iPads, and Apple Watches (including the Apple Watch Strap if lost or stolen at the same time as the covered Apple Watch in which case one Service Event fee will apply). Theft and Loss Coverage does not apply to iPad Input Devices, even if lost or stolen at the same time as the covered iPad.

If You make a valid claim under the Plan for Theft or Loss, Apple will arrange for the supply 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 have the same or substantially similar features (e.g., a different model, or the same model in a different color, with the same or enhanced technological or functional features or capabilities) as the original Covered Equipment (subject to applicable Consumer Software updates), or at Apple's option, the replacement product will be the same or more recent model but with different technological or functional features or capabilities as the original Covered Equipment. For covered Apple Watch bands, regardless of the band that was supplied in the same box as the covered Apple Watch, Your replacement band will be an Apple-branded band in a style, material, and color that is subject to Apple's reasonable discretion. Replacement bands may differ in material and color, subject to availability. The replacement Apple-branded device will become the new Covered Equipment under this Plan. Coverage for the Covered Device will be under the same Slot as the original product effective for the remainder of the Plan Term.

In the event of a replacement, and where Your lost or stolen device is subsequently recovered, You must return the original device to Apple or the Apple Authorised Service Provider who will keep such device and which will become Apple's property. Apple or the Apple Authorised Service Provider may use devices 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.

If replacement is not possible or available, Apple will reimburse you with Apple store credit, an Apple gift card,

or cash in the amount equal to Apple's current retail price for the Covered Equipment (or, if Apple does not currently sell the Covered Equipment model, the retail price at which Apple last sold the Covered Equipment model), or the amount paid for the Covered Equipment as shown on the original proof of purchase, whichever is greater. This only applies when Your claim is made in the country where You purchased this Plan. In the event a reimbursement is made in accordance with this clause, the item of Covered Equipment will be removed from Your Plan as You are no longer in possession of the Covered Equipment and the Slot occupied by that Covered Equipment will become open. This may result in an Add-On-Slot being cancelled and you may be entitled to a refund for that Add-On-Slot as described below in Clause 14. Where Your lost or stolen device is subsequently recovered, You must return the original device to Apple or an Apple Authorised Service Provider who will keep the original Covered Equipment, which will become Apple's property.

Each Theft or Loss service you receive counts towards your Service Event limit described in Clause 8.F below

Important: Please refer to Clause 9 for exclusions in connection with the provision of the Theft or Loss service.

For you to be eligible for a Theft or Loss Service Event, as described in Clause 8 D, 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 Account, throughout the Theft or Loss claims process. Please note sharing your location does not turn on the Find My iPhone functionality which is required for Theft and Loss Coverage in accordance with the terms and conditions of this Plan.

E. Service Fees and Service Events

Each ADH claim or Theft and Loss claim is a "Service Event," subject to the Service Event fees described below.

i. iOS Devices Service Fees

AirPods:	A\$45
Apple TV:	A\$19
Apple Watch Accidental Damage:	
Apple Watch (excluding Ultra, Hermès and Edition):	A\$99
Apple Watch Ultra:	A\$119
Apple Watch Edition, Hermès, Hermès Ultra:	A\$119
Apple Watch (all models) Theft and Loss:	A\$179
Beats:	A\$45
HomePod mini:	A\$19
HomePod:	A\$55
iPad:	
iPad Input Device:	
Apple Pencil:	A\$45
Apple Pencil Pro:	A\$45
Apple-branded iPad keyboard:	A\$45
Screen-Only Damage (iPad Air 11" (M4, M3, M2), iPad Air 13" (M4, M3, M2), iPad Pro 11" (M5, M4), iPad Pro 13" (M5, M4), iPad (A16), iPad mini (A17 Pro) models only):	A\$45
Other Accidental Damage (iPad Air 11" (M4, M3, M2), iPad Air 13" (M4, M3, M2), iPad Pro 11" (M5, M4), iPad Pro 13" (M5, M4), iPad (A16), iPad mini (A17 Pro)):	A\$149
Other Accidental Damage (all other models):	A\$65
Theft and Loss:	A\$199
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 from Handling:	A\$149
Theft and Loss:	A\$229

**Fees include applicable taxes payable by you.*

1. Specific service event terms for iPhone

For iPhone Screen-Only **or** Back Glass-Only ADH Service Events, either the iPhone Screen-Only or Back Glass-Only Damage Service Event fee will apply to each Service Event. The iPhone must have no additional damage other than to the screen or back glass, 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. An ADH Service Event for an iPhone with additional damage will be subject to the iPhone Other Accidental Damage from Handling Service Event fee.

For iPhone Screen-Only **and** Back Glass-Only ADH Service Events, both the iPhone Screen-Only and Back Glass-Only Service Event fees will apply to each Service Event. The iPhone must have no additional damage other than to the screen and back glass, 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. An ADH Service Event for an iPhone with additional damage will be subject to the iPhone Other Accidental Damage from Handling Service Event fee.

You may elect to use Express Replacement Service (“ERS”) for an iPhone Screen-Only, iPhone Back Glass-Only, or iPhone Screen-Only and Back Glass-Only ADH Service Event, but your claim will be charged the iPhone Other Accidental Damage from Handling Service Event fee because a replacement item of a Covered Device will be provided to you.

Back Glass Damage repairs are not available on devices other than iPhones. Back Glass-Only Damage repair is not available on iPhone SE and iPhone models released prior to iPhone 12.

2. Specific service event terms for iPad

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

ADH Service for iPad Input Devices is limited to one iPad Input Device and/or the replacement iPad Input Device provided to you by Apple under this Plan that is used with your covered iPad.

For all iPad Screen-Only Damage claims, the iPad Screen-Only Damage Service Event fee specified above will apply to the ADH Service. The iPad must have no additional damage other than to the screen, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen on the iPad. An iPad with additional damage will be charged as iPad Other Accidental Damage for the ADH Service. If you elect to use Express Replacement Service (“ERS”) for an iPad Screen-Only Damage claim, your claim will be charged as iPad Other Accidental Damage because a replacement iPad will be provided to you. iPad Screen-Only Damage repairs and Service Event fees are only applicable to the iPad models specified in the Service Event fee table above.

ii. Mac and Apple Display Service Fees

	MacBook Neo 13” (A18 Pro)	Mac (all other models)	Apple Display
Tier 1 ADH Service Event	A\$79	A\$149	A\$149
- Screen-Only ADH Damage			
- External Enclosure-Only ADH Damage			
Tier 2 ADH Service Event	A\$249	A\$429	A\$429
- Other Accidental Damage from Handling			

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

ADH Damage. Mac and Apple Display with additional damage will be charged the price of the Tier 2 ADH Service Event.

iii. Vision Pro Service Fees

Tier 1 ADH Service Event	A\$45
-ADH to Included Accessories	
Tier 2 ADH Service Event	A\$449
-Other ADH	

To qualify for the Tier 1 ADH Service Event fee, the covered Vision Pro Device must have no additional damage beyond the Included Accessories that would prevent Apple from repairing and/or replacing the included Accessories. A covered Vision Pro Device with additional damage will be categorised as Other Accidental Damage claims and will be charged the applicable Service Fee for same.

Service may be limited to Australia. If you seek service for ADH, Theft, or Loss, under this Plan in a country other than Australia, the Service Event 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 the AppleCare+ support website at apple.com/au/legal/sales-support/applecare/applecareplus/ and select the appropriate device and location in which you seek service to view the applicable terms and fees.

F. Service Event Limits

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 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 three (3) Service Events for Theft and Loss coverage during each twelve (12)-month period across all covered iPhones, iPads, and Apple Watches. Theft and Loss Coverage only applies to Your covered iPhones, iPads, or Apple Watches (including the Apple Watch Strap if lost or stolen at the same time as the covered Apple Watch in which case one Service Event fee will apply). Theft and Loss Coverage does not apply to iPad Input Devices, even if lost or stolen at the same time as the covered iPad.

Theft and Loss cover for a particular iPhone, iPad, or Apple Watch commences on the date and time the device is enrolled in the Plan as a Covered Device. After the third claim for either a Theft or Loss Service Event is settled within a twelve (12)-month period, the Theft and Loss coverage on this Plan for all Covered Devices eligible for such cover 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 three (3) additional claims for a Theft or Loss Service Event for covered iPhones, iPads, and Apple Watches. Any unused Theft or Loss Service Events for covered iPhones, iPads, and Apple Watches 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.

In the event you use your third 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 remove or replace covered iPhones, iPads, or Apple Watches from the Plan. If you elect removal, you may replace such Covered Devices with a new device in which case such device will become a Covered Device under the Plan. However, in such a case coverage will only be provided for ADH.

G. Technical Support

During the Plan Term, Apple will provide you with priority access to telephone and web-based technical support for Covered Equipment ("Technical Support"). Technical Support may include assistance with installation, launch, configuration, troubleshooting, and recovery (excluding data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when Hardware Service is required or ADH coverage may be applicable. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this Clause, 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”) or macOS 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.

8. What is Not Covered?

A. Hardware Service and ADH Service

Apple may restrict Hardware Service and ADH Services to the country where the Covered Equipment was originally purchased and/or where this Plan was purchased. Installation of third-party parts or previously used Apple parts that have not been tested and passed Apple functional requirements 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.

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

Apple will not provide Hardware Service or ADH Service:

- (a) to repair damage to a product that is not Covered Equipment;
- (b) to conduct preventative maintenance;
- (c) to replace Covered Equipment that is lost or stolen;
- (d) to repair damage, including excessive physical damage (e.g., products that have been crushed, bent, or submerged in liquid), caused by reckless, abusive, willful or intentional conduct, or any use of the Covered Equipment in a manner not normal or intended by Apple;
- (e) to repair any damage including ADH caused by any type of abnormal or improper use, abuse, misuse, neglect, or any other use otherwise inconsistent with the owner’s manual, user’s guide, or your failure to follow or adhere to Apple’s instructions on the proper operation, care, and maintenance provided by Apple or as outlined in the owner’s manual or user’s guide for the Covered Equipment;
- (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; including third-party parts, previously used Apple part that has not been tested and passed Apple functional requirements, or accessories used with the Covered Equipment;
- (h) 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 authorised representative of Apple;
- (i) to repair pre-existing conditions of the Covered Equipment prior to the inception of the Plan in circumstances where 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, removed;
- (k) to repair damages caused by fire, earthquake or other natural disasters such as wildfire, flood or hurricane;
- (l) other than covered losses specifically stated in this Plan, for 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 unauthorised access or unauthorised use of such system, a denial of service attack, or receipt or transmission of malicious code;
- (m) for 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 unauthorised access or unauthorised use of such data, a denial of service attack, or receipt or transmission of malicious code;
- (n) to cover any incidental, indirect, special or consequential loss or any damage arising out of or in connection with the performance of or use with the Covered Equipment; or

- (o) if you are seeking service for a device under this Plan, for a commercial purpose in furtherance of your own financial gain, including if you have sold, transferred, subcontracted, delegated, or assigned any of your rights under this Plan.

ii. Specific Exclusions for iOS Devices

Apple will not provide Hardware Service or ADH Service:

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

iii. Specific Exclusions for Mac and Apple Display Devices

Apple will not provide Hardware Service or ADH Service:

- (a) to protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment; or
- (b) to protect against damage caused by the presence of hazardous materials, including, but not limited to, biological materials and allergens, that present a risk to human health.

iv. Specific Exclusions for Vision Pro Devices

Apple will not provide Hardware Service or ADH Service:

- (a) to repair cosmetic damage not affecting the functionality or proper operation of the Covered Equipment including scratching, peeling, discoloration, stretching, dents, and/or chips, unless the cosmetic damage is limited to scratches, peeling, discoloration, stretching, dents, and/or chips to the Cover Glass in which case the Tier 2 ADH Service Event fee will apply. For the avoidance of doubt, ADH Service under this Plan for scratches, peeling, discoloration, stretching, dents and/or chips is limited solely to scratches, peeling, discoloration, dents, and/or chips to the Cover Glass only and not to any other cosmetic damage unless such cosmetic damage affects the functionality or proper operation of the Covered Equipment;
- (b) to repair any damage, including scratching, peeling, discoloration, stretching, dents, and/or chips, to third-party parts or accessories used with the Covered Equipment, including, but not limited to, prescribed or other corrective lenses; or
- (c) to protect against damage caused by the presence of hazardous materials, including, but not limited to, biological materials and allergens, that present a risk to human health.

B. Theft or Loss Service

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

- (a) the Theft or Loss of any Covered Equipment that is not a covered iPhone, iPad, or Apple Watch;
- (b) the Theft or Loss of any iPad Input Device;
- (c) the Theft or Loss of the covered Apple Watch band unless it is lost or stolen together with the covered Apple Watch;
- (d) the Theft or Loss of any band that is not the covered Apple Watch band;
- (e) loss of value of your Covered Device or any losses caused by, or resulting from, a virus on your Covered Device;
- (f) loss of any software or data residing or recorded on the Covered Equipment;
- (g) recovery and reinstallation of software programs and user data;
- (h) loss of use of the Covered Device including any consequential loss (including, but not limited to, any economic loss or other loss of turnover, profits, business, goodwill or expected savings);
- (i) any Theft or Loss of a Covered Device caused by any fraudulent or deliberate act taken by you or your employees, or any person using the Covered Device with your permission;
- (j) costs or charges for replacing car kits and other accessories which can no longer be used with the Covered Device;
- (k) voluntary parting with the Covered Device (including inducement to do so by fraud or false pretence), and illegal trade or confiscation by a government or public authority;
- (l) any product that is not the Covered Device;

- (m) financial losses resulting from the unauthorised use of your Covered Device 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.
- (n) fire, earthquake or other natural disasters such as wildfire, flood or hurricane;
- (o) defects in your Covered Device;
- (p) 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 a Covered Device as a result of any cause or loss, including any unauthorised access or unauthorised use of such system, a denial of service attack, or receipt or transmission of malicious code; the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within a Covered Device including any such loss caused by unauthorised access or unauthorised use of such data, a denial of service attack, or receipt or transmission of malicious code; or
- (q) any Theft or Loss of a Covered Device where a Find My functionality is not enabled on the Covered Device throughout the coverage period including at the time of the Theft or Loss. Find My must remain enabled, and your Covered Device must remain associated with your Apple Account, throughout the Theft or Loss claims process.

C. Technical Support

Apple will not provide Technical Support in the following circumstances:

- (a) for use or modification to the Covered Equipment, the MacOS, the OS, and 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;
- (d) for your use of a computer. macOS or OS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
- (e) for software other than the macOS, the OS or 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 unauthorised access or unauthorised 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 unauthorised access or unauthorised use of such data, a denial-of-service attack, or receipt or transmission of malicious code.
- (j) for third-party web browsers, email applications, and Internet service provider software, or the macOS or OS configurations necessary for their use; and
- (k) for your use of a computer or macOS that is not related to Consumer Software or to connectivity issues with the Equipment.

9. How to Obtain Service and Support

You may obtain any service under this Plan or Technical Support by calling Apple at 1-300-321-456, or by accessing support.apple.com/en-au.

For Theft and Loss Coverage Services, you must submit your claim whilst the Plan is operative and prior to any cancellation or termination of the Plan by calling Apple or by accessing support.apple.com/en-au.

For ADH claims, you must submit any ADH claim by visiting an Apple retail store or an Apple Authorised Service Provider, by calling Apple at 1-300-321-456, or by accessing support.apple.com/en-au.

When you report or otherwise submit a claim, you may be required to provide an explanation of where and when the accident occurred with a detailed description of the actual event. If your claim is approved, you will have to pay the relevant Service Event fee to Apple.

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 Clause 12 below.

10. Service Options

Apple may, acting reasonably, 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 options are subject to applicable local, state, and federal laws, regulations and legal requirements. Certain service options may not be available in locations where applicable laws, regulations, or legal requirements restrict or prohibit the shipment, transportation, importation, exportation, or return of devices, or otherwise prohibit the service option.

Service will be limited to the options available for the specific Covered Equipment at the time and in the country, and location, 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 or G.S.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 applicable to where the service is provided.

For Theft and Loss Coverage, we may only be able to deliver a replacement iPhone, iPad or Apple Watch to the country in which You purchased this Plan. Apple will notify you if this is the case.

Apple will provide hardware services to you through one or more of these options:

A. Carry-in service

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

B. Mail-in service

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

C. Express Replacement Service ("ERS")

i. iOS Devices

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

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

Apple may instruct you to return only the impacted part of the Covered Equipment. Apple may not be able to return component parts that do not need repair. If Apple requires return of the component part only, Apple may require a

credit card authorization to serve as security for the retail price of the component part and applicable shipping costs.

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

If Apple does not require return of the replaced device or part, Apple will ship you free of charge a replacement device or part accompanied by any applicable instructions or requirements for disposal of the replaced device or part. As stated in Clause 8.C, if Apple replaces the Covered Equipment (*i.e.*, ships you a replacement device) and requires you to return the original device, the original device becomes Apple's property and the replacement device provided by Apple becomes your property and the Covered Equipment with coverage effective for the remainder of the Plan Term. Apple is not responsible for any labor costs you incur with respect to ERS or DIY parts service.

You may elect to use ERS for iPhone Screen-Only, iPhone Back Glass-Only, or iPhone Screen and Back Glass Damage ADH Service Events, but these services are subject to the iPhone Other Accidental Damage Service Event fee set out in the table in Clause 8.E as a replacement item of Covered Equipment will be provided to you.

You may elect to use ERS for iPad Screen-Only Damage claims, but these will be subject to the iPad Other Accidental Damage (iPad Air 11" (M4, M3, M2), iPad Air 13" (M4, M3, M2), iPad Pro 11" (M5, M4), iPad Pro 13" (M5, M4), iPad (A16), iPad mini (A17 Pro) models only) Service Event fee specified in Clause 8 E as a replacement item of Covered Equipment will be provided to you.

ii. Vision Pro Devices

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

If available and you elect to use ERS for Hardware Service, there will be no service fee to use ERS. If available and you elect to use ERS for ADH to the battery of your Covered Equipment, your claim will be subject to the Tier 1 Service Event fee stated in Clause 8 E. If available and you elect to use ERS for ADH to any other component of your Covered Equipment (excluding Included Accessories), your claim will be subject to the Tier 2 Service Event fee stated in Clause 8 E as a replacement item of the Covered Equipment will be provided to you.

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

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

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

D. Do-it-yourself ("DIY") parts service

i. Mac and Apple Display Devices

DIY parts service is available for many Mac and Apple Display Covered Equipment. This allows you to service your own Covered Equipment. In any case, Apple is not responsible for any labor costs you incur with respect to DIY parts service. If DIY parts service is available, the following process will apply:

- (i) Service where Apple requires return of the replaced Covered Equipment part. Apple may require a credit card authorization to serve as security for the retail price of the replacement Covered Equipment part and applicable shipping costs. If you are not able to provide credit card authorization, service may not be available to you and Apple will offer an alternative arrangement for service. Apple will ship a replacement Covered Equipment part to you with installation instructions, if applicable, and any requirements for the

return of the replaced Covered Equipment part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the Covered Equipment part and shipping to and from your location. If you fail to return the replaced Covered Equipment part as instructed or return a replaced product, part, or accessory that is ineligible for service, Apple will charge the credit card for the authorized amount.

(ii) Service where Apple does not require return of the replaced Covered Equipment part. Apple will ship you free of charge a replacement Covered Equipment part accompanied by instructions for installation, if applicable, and any requirements for the disposal of the replaced part.

E. Onsite service

i. iOS Devices

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

Service will be performed at the location, or the service technician will transport the Covered Equipment to an AASP or ARS location for repair. If the Covered Equipment is repaired at an AASP or ARS location, Apple will arrange for transportation of the Covered Equipment to your location following service. If the service technician is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

ii. Mac and Display Devices

Onsite service is available for many desktop computers as well as for the Apple-branded display if the location of the Covered Equipment is within a 50-mile (80-kilometer) radius of an Apple Authorized Onsite Service Provider. Certain parts serviceable under DIY parts service, as described above, are not eligible for onsite service. If Apple determines that onsite service is available, Apple will dispatch a service technician or designated courier to the location of the Covered Equipment. Service will either be performed at the location, or the service technician or designated courier will transport the Covered Equipment to an AASP or ARS location for repair. If the Covered Equipment is repaired at an AASP or ARS location, Apple will arrange for transportation of the Covered Equipment to your location following service. If the service technician or designated courier is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

iii. Vision Pro Devices

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

Service will be performed at the location, or the service technician will transport the Covered Equipment to an AASP or ARS location for repair. If the Covered Equipment is repaired at an AASP or ARS location, Apple will arrange for transportation of the Covered Equipment to your location following service. If the service technician is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

11. Your Responsibilities

To receive Hardware or ADH Service under the Plan, you agree to (i) provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, (ii) Apple Account information; (iii) provide information which is reasonably available about the symptoms and causes of the issues with the Covered Equipment, (iv) respond to requests for information needed to diagnose or service the Covered Equipment, (v) follow all reasonable instructions Apple gives you, (vi) where practicable update software to currently published releases prior to seeking such service, and (vi)i back up software and data residing on the Covered . Depending on the prejudice suffered by Apple or the Insurer, your failure to carry out the above may result in you not receiving service or support.

To receive ADH Services under this Plan, any ADH Service Event must occur whilst your Plan is active, up to the date the Plan is cancelled or otherwise terminated, and be submitted to Apple by visiting an Apple retail store or an Apple Authorised Service Provider, by calling Apple at 1-300-321-456, or by accessing 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 must be submitted to Apple by calling Apple or by accessing support.apple.com/en-au.

FOR COVERED EQUIPMENT 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 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.

12. 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, OTHER THAN THE COVERAGE PROVIDED BY THE HARDWARE SERVICE, ADH SERVICE AND TECHNICAL SUPPORT UNDER THE PLAN 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.

13. Cancellation

a. Your Cancellation Rights

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

b. How to Cancel

(a) Cancellation with Return of Covered Equipment:

To cancel this Plan with the return of all your Covered Equipment (with the exception of trade-ins addressed in Clause 14): (i) return all Covered Equipment to the original sale's channel as permitted by that channel's device return policy (whether an Apple Authorised Reseller or Apple); and (ii) contact Apple as stated below to cancel the Plan. If you return all Covered Equipment (whether to an Apple Authorised Reseller or Apple) and do not contact Apple to immediately cancel the Plan, the Plan will be automatically terminated on the last day of the

monthly coverage period for which your last monthly payment was made, unless a Covered Device is added to the Plan earlier in which case the Plan will continue.

(b) To cancel this Plan effective immediately:

- (1) Go to support.apple.com/en-au/118218;
- (2) Call Apple at 1-300-321-456;
- (3) Send written notice to AppleCare Administration, PO Box A2629, Sydney South, NSW 1235, Australia. Your Plan will be cancelled upon receipt of notice. If sending written notice to cancel your Plan, please provide your Apple Account name, your Plan Agreement Number, your Plan's original proof of purchase, and your contact information.

(c) To cancel at the end of your billing period:

- (1) If all Covered Equipment is removed from your Plan, your Plan will automatically terminate on the last day of the month for which your last monthly payment was paid unless you add a Covered Device to your Plan before that date. If you add a Covered Device your Plan will continue and you will be charged your next monthly payment. If you do not add a Covered Device before that date, your plan will automatically terminate on the date specified above and no refund will be provided.
- (2) If you sign out of your Apple Account on a Covered Device and sign in to a different Apple Account on that Covered Device, you will have twenty-four (24) hours or until the end of your billing cycle, whichever occurs first, to sign back in to the correct Apple Account on that Covered Device to avoid losing coverage under this Plan for that device. If you do not sign back in to the correct Apple Account within twenty-four (24) hours or before the end of your billing cycle, whichever occurs first, on that Covered Device, you will lose coverage under this Plan for that Covered Device, and if that was the last Covered Device under this Plan, the Plan will automatically terminate on the last day of the month for which your last monthly payment was made, unless a Covered Device is added to the Plan earlier.

(d) How to cancel coverage for add-on slots

To remove a single Covered Device from an Add-on slot to your Plan, on any Covered Device go to Settings>General>AppleCare and Warranty, support.apple.com/en-au/118218, or log into your Apple Account and select the device to remove. Coverage for that device and the add-on slot will terminate immediately and you will receive a pro rata refund for that add-on slot based on the percentage of unexpired time remaining on your Monthly Plan.

You may also call Apple at 1-300-321-456 for assistance with cancelling an Add-On-Slot. However, Apple will only be able to communicate with you through these methods on how to cancel the add-on slot as described above and will not be able itself to cancel the Add-On Slot. In addition and as noted above, if you sign out of your Apple Account on a Covered Device and sign in to a different Apple Account on that Covered Device, you will have twenty-four (24) hours or until the end of your billing cycle, whichever occurs first, to sign back in to the correct Apple Account on that Covered Device to avoid losing coverage under this Plan for that device. If you do not sign back in to the correct Apple Account within twenty-four (24) hours or before the end of your billing cycle, whichever occurs first, on that Covered Device, you will lose coverage under this Plan for that Covered Device.

(e) Cancellation with Apple Account Changes

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

(f) Chargeback Cancellations

If there is a reversal of a charge on the payment source associated with your Apple Account in respect of a monthly payment for your Plan or an Add-On-Slot within the current monthly billing period in which the charge was made ("Chargeback"), the Chargeback will result in an automatic termination of the Plan from the date such Chargeback was made, and no refund will be provided.

If you Chargeback a monthly payment for your Plan or an Add-On-Slot that was made prior to the current monthly

billing period for your Plan, the Chargeback will result in an automatic termination of the Plan and it may be cancelled as of the date the Chargeback is made, and you will receive a pro rata refund based on the percentage of unexpired time remaining on your Monthly Plan.

Regardless of when you make a Chargeback, if the chargeback is reversed by your financial institution or withdrawn by you, the Plan may still be terminated as of the date you requested the Chargeback and you will receive a pro rata refund based on the percentage of unexpired time remaining on your Monthly plan.

(g) **Refunds**

If you cancel a Plan you may be entitled to a refund which will be calculated on the following basis:

- (A) If you cancel a Plan within fourteen (14) days of the date of initial purchase or each renewal of your Plan, you will receive a full refund.
- (B) If you cancel a Plan more than fourteen (14) days after the date of initial purchase or renewal of your Plan, you will be entitled to a pro rata refund based on the percentage of unexpired time remaining on your Plan.
- (C) If You cancel an Add-On Slot within fourteen (14) days of the date of initial purchase of that Add-On Slot or monthly renewal of Your Plan, You will receive a full refund for that Add-On Slot.
- (D) If You cancel an Add-On Slot more than fourteen (14) days after the date of initial purchase of the Add-On Slot or renewal of Your Plan, You will be entitled to a pro rata refund based on the percentage of unexpired time remaining on the Add-On Slot prior to its renewal.

If you have already made a valid claim under your Plan, then—whenever you cancel—Apple may deduct from any refund the value of the benefit you received, which may result in no refund being due to you.

As set out above, if you turn off your next Plan renewal, cancellation will be deferred until midnight on the last day of the month for which your last monthly payment was paid. Your Plan will remain active until the end of that month at which point it will be cancelled and no cancellation refund will be provided.

(h) **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.

Unless applicable local law provides otherwise, Apple may cancel this Plan immediately and without prior notice for fraud or material misrepresentation, or if you have used this Plan for commercial purposes in furtherance of your own financial gain. AIG may demand immediate payment of the cost of all services provided to you and no refund of any kind will be issued.

This Plan requires you maintain an active Apple Account. If Apple terminates your Apple Account for failure to comply with the Apple Account terms, including for the following: fraud connected with your Apple Account; a locked Apple Account; a deactivated or disabled Apple Account; and/or repetitive Chargebacks to the payment sources in your Apple Account, Apple will be entitled to cancel your Plan. Coverage under the Plan will cease at the time set out in the cancellation notice sent to you, and you will receive a pro rata refund for the Plan's unexpired term.

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

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

add-on slot's unexpired term.

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

(i) **Termination Upon Authorised Trade-In**

If you trade-in a Covered Device through the Apple Trade In Program, the device will be removed from the Plan at the time the trade-in is accepted. If the Covered Device traded-in is covered under the Plan through an Add-In-Slot, such slot will be terminated at the time the trade-in is accepted. If the trade-in is accepted within the first thirty (30) days of purchase of the Add-In-Slot, you will receive a full refund for such slot. If the trade-in is accepted more than thirty (30) days from the purchase of the add-on slot, you will receive a pro rata refund based on the percentage of unexpired time remaining on your Monthly Plan term for that add-on slot. If the device was the last Covered Device, that trade-in will automatically result in termination of your Plan, on the last day of the monthly period for which your last monthly payment was made unless an eligible device is added to the Plan before that day in which case the Plan will continue.

(i) **Effect of Cancellation**

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

14. Plan Changes

The Plan terms and conditions originally issued to you will remain in effect for the duration of your Plan Term and each Plan renewal, if applicable, unless Apple notifies you of revised Plan terms and conditions.

Unless local law provides otherwise, Apple may, as and when reasonably necessary, 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 and will include reasoning for such changes.

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 Clause 14. 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.

15. General Terms and Information

(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 only in Australia. Persons who have not reached the age of majority may not purchase this Plan.

(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 Plan.
- (g) Apple has security measures, which should protect your data against unauthorised access or disclosure as well as unlawful destruction.
- (h) **You understand and agree that by purchasing the Plan, Apple will use, process, transfer, and protect your information in accordance with AppleCare One Privacy Notice and Apple's Customer Privacy Policy available at apple.com/legal/privacy/data/en/applecare/ and apple.com/legal/privacy respectively. Without prejudice and in addition to the foregoing, you agree that Apple, its affiliates or service providers may use and process your name, device serial number, contact information, repair history and other personal information we, our affiliates or service providers collect or generate in relation to your Plan, for the purposes of: (i) assessing your eligibility for, providing, and administering the services under the Plan and performing this contract; (ii) ensuring and improving service quality; (iii) communicating with you regarding your Plan, related financial transactions, offers you may be interested in, and services and support provided under this contract; and (iv) improving Apple products and service. For such purposes, you agree that this may include the transfer of your personal information between Apple, its affiliates and service providers. If you have any questions regarding the processing of your personal data, contact Apple through the telephone numbers provided or at apple.com/legal/privacy/contact. If you wish to have access to the information that Apple holds concerning you or if you want to make changes, go to account.apple.com to update your personal contact preferences or you may contact Apple at apple.com/privacy/contact.**
- (i) The terms of the Plan, including, the original sales receipt of the Plan and the Plan Confirmation, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's (and, where applicable, the Insurer's) entire understanding with respect to the Plan.
- (j) Subject to the provision of a monthly renewal notice, each Plan will automatically renew for one month periods, unless cancelled, at its original Plan purchase price, unless you are notified in advance of a price change in accordance with Clause 15 of this Plan.
- (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 Devices or Accessories under the Beats brand name.
- (m) 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.
- (n) This plan is offered 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 AIG Australia Ltd (AIG). For ADH, Theft or Loss coverage, AIG has provided you with a Product Disclosure Statement (PDS). A copy of the PDS can also be accessed at apple.com/au/legal/applecare/applecareone/ and forms part of the coverage under this Plan. AIG appoints Apple to provide the Service Events under this Plan. AIG covers the costs of such Service Events in excess of your service fee.
- (o) 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.

(p) 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.

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/applecare/applecareone/. Apple is not authorised 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.

(q) 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.

Telephone Numbers

See support.apple.com/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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