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

How Consumer Rights Affect this Plan

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

1. The Plan

This contract (the "Plan") governs the services provided to you by Apple and includes the terms in this document. For Monthly, Annual, and Fixed-Term Plans, the Plan also includes 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. Your Plan includes your electronic proof of coverage or, if you have elected to receive hardcopy documents, the original proof of purchase of the Covered Equipment (collectively, the "Proof of Coverage"). Your Proof of Coverage will be provided to you at the time you purchase your Covered Equipment or sent to you automatically thereafter. You may obtain a copy of your Plan Confirmation or Proof of Coverage 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 terms of the Plan apply the same whether for a fixed term of coverage ("Fixed-Term Plan"), a monthly recurring term of coverage ("Monthly Plan"), or an annual recurring term of coverage ("Annual Plan"), except where otherwise noted. Your Fixed-Term Plan, Monthly Plan, or Annual Plan may be paid by you or a third party who finances your Plan (a "Payment Plan Provider").

The Accidental Damage from Handling ("ADH") 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 "AIG" or "Insurer") in the country or jurisdiction where you purchased the Plan.

The Plan covers the following equipment: (i) the 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, Apple HomeView, iPad (including one Apple Pencil, one Apple Pencil Pro, and/or one Apple-branded iPad keyboard purchased to be used with, and compatible with, your covered iPad, referred to as "iPad Input Devices"), or iPhone listed on your Plan Confirmation (the "Covered Device"); and (ii) the accessories contained inside the original packaging of your Covered Device. The accessories and Covered Device(s) are collectively "Covered Equipment" under this Plan. Covered Equipment must have been purchased or leased as new from Apple or an Apple Authorised Reseller. Where legal ownership of the Covered Equipment is transferred to you, the Plan must be transferred to you pursuant to Section 10. Covered Equipment includes any replacement product provided to you by Apple under Section 3 of this Plan, including an iPad Input Device used with your covered iPad. Third-party, non-Apple-branded devices and accessories are not eligible for coverage under this Plan.

Throughout this Plan, the term "Apple Account" means the account you use to access Apple services and that you may have also used to purchase this Plan.

This Plan is intended to and does only apply to your Covered Equipment. 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 owned by others and which are not covered by this Plan. For the avoidance of doubt, other than as provided under Section 10 of this Plan, you may not sell, transfer, subcontract, delegate, or assign any of your rights under this Plan. Apple has the right to monitor your service requests to ensure compliance. Breach of this condition will result in cancellation of this Plan.

2. Plan Term and Renewal

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

2.1 Monthly Plans

For Monthly Plans, your Plan Term is one (1) month and is paid for on a monthly, recurring basis. Subject to the provision of a renewal notice, your Plan will automatically renew each month unless cancelled as set forth in 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 Equipment.

2.2 Annual Plans

For Annual Plans, your Plan term is one (1) year and is paid for on a yearly, recurring basis. Subject to the provision of a renewal notice, your Plan will automatically renew every year, unless cancelled earlier in accordance with Section 9, including in the event that Apple is no longer able to service your Covered Equipment due to the unavailability of service parts, in which case Apple will provide you with thirty (30) days' prior written notice of non-renewal, or as otherwise required by law. Annual Plans may not be available for all Covered Equipment.

2.3 Fixed-Term Plans

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 and will advise you when your Fixed-Term Plan is coming to an end and whether it will offer renewal. If Apple does offer to renew, Apple will advise you of any new pricing and terms, which you are free to accept or reject.

For Monthly Plans, Annual Plans, and Fixed-Term Plans paid in instalments (where available), you agree to have the credit card, debit card, or other authorised payment source, e.g., 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 instalment 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 instalment payment on time, Apple will advise you that 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 and Annual Plans only, if the price of your Monthly or Annual 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 Monthly, Annual, or Fixed-Term Plan on the original sales receipt as provided by Apple or another seller from whom you have purchased your Plan (an "Apple Authorised Reseller").

3. What is Covered?

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

Hardware Service is provided if during the Plan Term you submit a valid claim by notifying Apple that a defect in materials and workmanship has arisen in the Covered Equipment or, in relation to Covered Equipment which uses an integrated rechargeable battery, that the capacity of the Covered Device's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications. See Section 3.3 for Hardware Service fulfillment details.

Hardware Service for iPad Input Devices is limited to one iPad Input Device used with your covered iPad and/or the replacement iPad Input Device provided to you by Apple under Section 3 that is used with your covered iPad.

Exclusions to Hardware Service coverage under this Plan apply as described in Section 4.

3.2 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 Section 5 of this document 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 Equipment. See Section 3.3 for ADH Service fulfillment details.

Exclusions to ADH Service coverage under this Plan apply as described in Section 4.

3.3 Fulfillment of Hardware Coverage and ADH Services

If during the Plan Term you submit a valid claim for Hardware Service or a valid claim, in accordance with Section 7 below, for ADH Service, 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, the Insurer or Apple, at its reasonable discretion, will reimburse you with Apple store credit, an Apple Gift Card sent to your Apple Account, 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. Reimbursement only applies when your claim is made in, and fulfilled to, the country where you purchased the Plan. In the event a reimbursement is made, the original Covered Equipment will become Apple's property, and your Plan will automatically terminate as you are no longer in possession of the Covered Equipment.

Service for ADH is subject to your payment of the Service Event fee described below. Each ADH Service you receive is a "Service Event," subject to the Service Event fees described below.

If Apple exchanges the Covered Equipment, 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 Equipment, 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 Equipment. 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. For any Covered Device, replacement accessories other than Apple Watch bands (e.g., AirPods Max cushions, etc.) may differ in material and colour, subject to availability. 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 colour that is subject to Apple's reasonable discretion.

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.

3.4 Service Fees and Service Events

Each time you receive coverage for an ADH claim is a "Service Event", subject to the Service Event fees described below.

For Monthly, Annual, and Fixed-Term Plans, this Plan entitles you to unlimited Service Events for ADH that occurs and is submitted in accordance with Section 7 to Apple whilst the 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 3.4. Requests for a Service Event where such an 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 which apply to the provision of ADH Service.

The following service fees apply to each Service Event in relation to ADH:

AirPods:	A$45
Apple TV:	A$19
Apple Watch (excluding Ultra, Hermès and Edition):	A$99
Apple Watch Ultra:	A$119
Apple Watch Edition, Hermès, Hermès Ultra:	A$119
Beats:	A$45
HomePod mini:	A$19
HomePod:	A$55
Apple HomeView:	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), iPad mini (A20 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), iPad mini (A20 Pro)):	A$149
Other Accidental Damage (all other models):	A$65
iPhone:	
Outer Display-Only Accidental Damage:	A$45
Back Glass-Only Accidental Damage (not available on iPhone SE and iPhone models released prior to iPhone 12):	A$45
Cover Layer-Only Accidental Damage:	A$29
Inner Display Accidental Damage:	A$149
Other Accidental Damage:	A$149
iPod:	A$45

**Fees include applicable taxes payable by you.*

Specific Terms for iPad and iPad Input Devices:

ADH Service for an iPad Input Device will count as a separate Service Event from ADH Service for 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 Section 3 of this Plan that is used with your covered iPad.

For iPad Screen-Only Damage Service Events, the iPad Screen-Only Damage Service Event fee specified above will apply to each ADH Service Event. 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.

Specific Terms for iPhone:

For iPhone Outer Display-Only, Back Glass-Only, or Cover Layer-Only ADH Service Events, either the iPhone Outer Display-Only, Back Glass-Only, or Cover Layer-Only Damage Service Event fee will apply to each Service Event. The iPhone must have no additional damage other than to the outer display, back glass, or cover layer, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing either the outer display, back glass, or cover layer on the Covered Device. Covered Devices with additional damage may be charged additional Service Event fees as described below, up to a maximum fee of the applicable iPhone Other Accidental Damage Service Event fee in the table above.

For any combination of iPhone Outer Display, Back Glass, and/or Cover Layer ADH Service Events, the iPhone Outer Display-Only, Back Glass-Only, and/or Cover Layer-Only Service Event fees will apply to each Service Event. The iPhone must have no additional damage other than to the outer display, back glass, and/or cover layer, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the outer display, back glass, and/or cover layer on the Covered Device. Separate Outer Display-Only, Back Glass-Only, and/or Cover Layer-Only Service Event fees will apply to each damaged component, up to a maximum fee of the applicable iPhone Other Accidental Damage Service Event fee in the table above. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage.

If you elect to use Express Replacement Service ("ERS") for an iPhone Outer Display-Only or Back Glass-Only, Accidental Damage Service Event, your claim will be categorised as iPhone Other Accidental Damage because a replacement item of Covered Equipment will be provided to you.

Back Glass-Only 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.

Please note that if you seek service under this Plan for ADH in a country other than Australia, the service fee or local equivalent fee may need to be paid in that country's currency and at that country's applicable rate. For further details, please visit 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.

3.5 Claims Limit

There is no limit on the number of 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.

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"). 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 Service to the country where the Covered Equipment was originally purchased. As a condition to receiving Hardware or ADH Service, all Covered Equipment must be returned to Apple in its entirety including all original parts or Apple-authorised replacement components and you must comply with “Your Responsibilities” set out in Section 7.

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

(a) to protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment;
(b) to conduct preventative maintenance of the Covered Equipment;
(c) to replace Covered Equipment that is lost or stolen;
(d) to repair damage caused by reckless, abusive, wilful or intentional conduct, or any use of the Covered Equipment in a manner not normal or intended by Apple;
(e) to install, remove or dispose of the Covered Equipment or the equipment provided to you while the Covered Equipment is being serviced;
(f) to repair damage caused by a product that is not Covered Equipment, including third-party parts or accessories used with the Covered Equipment;
(g) to repair damage to a product that is not Covered Equipment, including third-party parts 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 or removed;
(k) to repair damages caused by fire, earthquake or other natural disasters such as wildfire, flood, or hurricane;
(l) to repair damage to any Apple Watch band which is not Covered Equipment including those supplied in the same box as your covered Apple Watch;
(m) damage to any mount purchased for use with the covered Apple HomeView;
(n) services to install, remove, or dispose of the Covered Equipment;
(o) the provision of equipment to you while the Covered Equipment is receiving service;
(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 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;
(q) 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;

(r) 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
(s) 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 (except as provided under Section 10 of this Plan).

Installation of non-genuine Apple parts may affect your coverage and may result in your claim being declined. 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-authorised replacement components. The restriction does not prejudice your consumer law rights.

4.2 Technical Support

Apple will not provide Technical Support in the following circumstances:

(a) for use of the OS and Consumer Software as server-based applications;
(b) for issues that could be resolved by upgrading software to the then-current version;
(c) for third-party products or their effects on or interactions with the Covered Equipment;
(d) for your use of a computer or OS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
(e) for software other than 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;
(h) for recovery or reinstallation of software programs and user data;
(i) for third-party web browsers, email applications, and Internet service provider software or OS configurations necessary for their use;
(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 unauthorised access or unauthorised 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 unauthorised access or unauthorised 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 on 1-300-321-456, or by accessing support.apple.com/en-au.

For ADH claims under Monthly, Annual, or Fixed-Term Plans, you must submit any ADH claim by visiting an Apple retail store or an Apple Authorised Service Provider, by calling Apple on 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 Section 7 below.

6. Service Options

Apple may, as and when reasonably required, 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 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 customs duties, G.S.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.

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 Authorised 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 reasonably 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 may be available for certain Covered Devices or component parts, depending on capability and availability at the time you seek service and the damage to your Covered Equipment or component parts.

If Apple requires return of the replaced device or part, Apple may require a credit card authorisation 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 authorisation 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 authorisation, 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 authorised amount.

If Apple does not require return of the replaced device or part, Apple will ship you free of charge a replacement device or part accompanied by any applicable instructions or requirements for disposal of the replaced device or part. As stated in Section 3, 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. In any case, Apple is not responsible for any labour costs you incur with respect to ERS or DIY parts service.

For iPhone, you may elect to use ERS for iPhone Outer Display-Only or iPhone Back Glass-Only Accidental Damage Service Events, but these services will be subject to the iPhone Other Accidental Damage Service Event fee set out in the table in Section 3.4 as a replacement item of Covered Equipment will be provided to you.

For iPad, you may elect to use ERS for iPad Screen-Only Damage Service Events, but these will be subject to the iPad Other Accidental Damage Service Event fee specified in Section 3.4 (for applicable models listed in the table in Section 3.4), as a replacement item of Covered Equipment will be provided to you.

7. Your Responsibilities

To receive Hardware or ADH Service under a Monthly, Annual, or Fixed-Term Plan, you agree to (i) provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, (ii) provide information which is reasonably available 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 all reasonable instructions Apple gives you, (v) where practicable update software to currently published releases prior to seeking such service, and (vi) back up software and data residing on the Covered Equipment. 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 Monthly, Annual, and Fixed-Term Plans, any ADH Service Event must occur whilst your Plan is active, up to the date the Plan is cancelled or otherwise terminated, and must be submitted to Apple by visiting an Apple retail store or an Apple Authorised Service Provider, by calling Apple on 1-300-321-456, or by accessing support.apple.com/en-au. Requests for ADH Service Events, where such events occurred after the Plan has been cancelled or terminated will not be covered by the Plan.

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.

8. Exclusion

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.

9. Cancellation

9.1 Your Cancellation Rights

Regardless of your Plan type, you may cancel this Plan at any time for any reason effective immediately and by way of the applicable alternatives described below. On cancellation you may be entitled to a refund as described below.

9.2 How to Cancel

(a) Cancellation with Return of Covered Equipment:

To cancel this Plan with the return of your Covered Equipment (with the exception of trade-ins), as permitted by the original sales channel's return policy, you must return your Covered Equipment through the original sales channel (whether an Apple Authorised Reseller or Apple). You (or your Payment Plan Provider) will receive a full Plan refund.

(b) Cancellation of Plans Purchased from Apple Authorised Resellers:

(1) If you purchased a Fixed-Term Plan from an Apple Authorised Reseller and cancel within thirty (30) days of purchase of the Plan, you may need to cancel the Plan via the Apple Authorised Reseller.

(2) If you purchased a Fixed-Term Plan from an Apple Authorised Reseller and cancel more than thirty (30) days after the purchase of the Plan, you may:

(A) Call Apple on 1-300-321-456; or

(B) 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 Fixed-Term Plan, please provide your Plan Agreement Number and Plan proof of purchase.

(3) If you purchased a Monthly or Annual Plan from an Apple Authorised Reseller, contact that Apple Authorised Reseller to cancel your Plan.

(c) Cancellation of Monthly or Annual Plans Purchased from Apple:

To cancel a Monthly or Annual Plan purchased from Apple, effective immediately:

(1) On your Covered Device, go to Settings > General > AppleCare & Warranty;

(2) Go to support.apple.com/en-au/118428. If you do not see your Plan when you try to cancel it, you may need to finish setting up your Apple Account. For further assistance, please refer to support.apple.com/HT202704;

(3) Call Apple on 1-300-321-456; or

(4) 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 Monthly or Annual Plan, please provide your Plan Agreement Number and Plan proof of purchase.

(5) If available, you may also cancel your Monthly or Annual Plan by preventing your Monthly or Annual Plan from automatically renewing by calling Apple on 1-300-321-456. Cancellation will be deferred until the end of the month or year for which your last monthly or annual payment was paid. Your Monthly or Annual Plan will remain active until midnight on the last day of that month or year at which point it will be cancelled and no refund will be provided.

(d) Cancellation of Fixed-Term Plans Purchased from Apple:

(1) To cancel your Fixed-Term Plan and enrol your Covered Equipment into AppleCare One, go to Settings > General > AppleCare & Warranty, select the Covered Equipment and follow the steps

to purchase AppleCare One and/or enrol the device onto an existing AppleCare One plan. This Plan will be terminated effective immediately once the Covered Equipment is enrolled into AppleCare One.

(2) If available and only if the Fixed-Term Plan was purchased from Apple, follow the steps in the Apple Support app, which can be downloaded through the App Store. If you do not see your Plan when you try to cancel it, you may need to finish setting up your Apple Account. For further assistance, please refer to support.apple.com/en-au/118218;

(3) If available and only if the Fixed-Term Plan was purchased from Apple, go to getsupport.apple.com/products, select "Hardware Coverage" and "Cancel an AppleCare Plan", and following the instructions;

(4) Call Apple on 1-300-321-456; or

(5) 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 Fixed-Term Plan, please provide your Plan Agreement Number and Plan proof of purchase.

To cancel a Fixed-Term Plan that is financed through a Payment Plan Provider, contact Apple on 1-300-321-456, or contact the Payment Plan Provider and request that they cancel the Plan on your behalf. Apple may return any refund owed to the financing entity who paid Apple for your Plan.

9.3 Chargeback Cancellations

If there is a reversal of a charge on the payment source with respect to a monthly or annual payment for your Plan within the current 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 or annual payment for your Plan that was made prior to the current 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 or Annual 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 or Annual Plan.

9.4 Refunds for Monthly Plans

If you cancel a Monthly Plan, not in connection with the return of your Covered Equipment, you may be entitled to a refund which will be calculated on the following basis:

(1) If you cancel a Monthly Plan within fourteen (14) days of the date of initial purchase or each renewal of your Plan, you will receive a full refund.

(2) If you cancel a Monthly 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 Monthly Plan.

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 forth above, if available, if you turn off your next Monthly Plan renewal, 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 refund will be provided.

9.5 Refunds for Annual Plans

If you cancel an Annual Plan, not in connection with the return of your Covered Equipment, you may be entitled to a refund which will be calculated on the following basis:

(1) If you cancel an Annual Plan within thirty (30) days of the date of initial purchase or each renewal of your Plan, you will receive a full refund.

(2) If you cancel an Annual Plan more than thirty (30) 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 Annual Plan.

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

9.6 Refunds for Fixed-Term Plans

If you cancel a Fixed-Term Plan in accordance with Section 9.2, not in connection with the return of your Covered Equipment, you may be entitled to a refund which will be calculated on the following basis:

(1) If you cancel a Fixed-Term Plan within thirty (30) days of the Plan purchase date and you paid for the Plan in full, you will receive a full refund.

(2) If you cancel a Fixed-Term Plan more than thirty (30) days after the Plan purchase date and you paid for the Plan in full, you will be entitled to a pro rata refund based on the percentage of unexpired time remaining on your Plan.

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.

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

If you cancelled your Fixed-Term Plan through Settings > General > AppleCare & Warranty and enrolled the Covered Equipment into AppleCare One in the same transaction, any refund will be provided via an electronic Apple Gift Card sent to the Apple Account associated with the AppleCare One plan, which may be used for an AppleCare One plan payment.

9.7 Apple's Cancellation Rights

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

Additionally, unless local law provides otherwise, Apple may cancel this Plan if service parts for the Covered Equipment are not available, or if Apple is no longer able to service your Covered Equipment, 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.

9.8 Termination Upon Authorised Trade-In

For Monthly or Annual Plans, if you trade in your Covered Equipment through the Apple Trade-In Programme, that trade-in will be deemed an expression of your intent to cancel your Monthly or Annual Plan and it will be cancelled at the time your trade-in is accepted. Depending on the date of your trade-in, you may be entitled to a refund pursuant to Section 9.4, 9.5, or 9.6.

9.9 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.

10. Transfer of Fixed-Term Plans

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

11. Plan Changes

The Plan terms and conditions originally issued to you will remain in effect for the duration of your Plan Term and each Monthly or Annual 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 lesser period, if applicable 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 the reasoning for such change.

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, annual, or other instalment 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 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 Policy.

(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 Apple Customer Privacy Policy available at 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. If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access account.apple.com to update your personal contact preferences or you may contact Apple at apple.com/au/privacy/contact.**

(i) The terms of the Plan, including, where applicable, 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 or Annual 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 reasonably 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 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 coverage is provided to you pursuant to a group insurance

policy that Apple Pty Limited has purchased from the Insurer. For ADH 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/ and forms part of the coverage under Section 3. The Insurer appoints Apple to provide the Service Events under Section 3 of this Plan and covers the costs of such Service Events in excess of your service fee.

(o) Devices purchased in a country other than Australia may not be eligible for coverage under this Plan.

(p) In relation to ADH Services, 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 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/. Apple is not authorised to provide any financial product advice in respect of the ADH, other than any advice in that 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.

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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