

## AppleCare+ for Apple Vision Pro

### How Consumer Rights Affect this Plan

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

#### 1. The Plan.

This contract (the "Plan") governs the services provided by Apple under the above-mentioned plan and includes the terms in this document, your Plan Confirmation ("Plan Confirmation"), and the original sales receipt for your Plan. Your Plan Confirmation will be provided to you at the time of purchase or sent to you automatically thereafter. If you purchased your Plan from Apple, you may obtain a copy of your Plan Confirmation by going to [mysupport.apple.com/products](https://mysupport.apple.com/products).

Benefits under this Plan are additional to your rights under applicable laws, the manufacturer's hardware warranty, and any complimentary technical support. The terms of the Plan apply the same whether for a fixed term of coverage ("Fixed-Term Plan") or for a monthly or annual recurring term of coverage ("Monthly or Annual Plan"), except where otherwise noted. Your Plan may be paid by you or a third party who finances or otherwise pays for your Plan (a "Plan Payment Provider").

This Plan covers the Apple Vision Pro listed on your Plan Confirmation ("Covered Device") and the accessories contained in the original packaging ("Covered Equipment"). The Covered Equipment must have been purchased or leased as new from Apple or an Apple Authorised Reseller. Where legal ownership of the Covered Equipment has been transferred to You, the Plan must have been transferred to You pursuant to Section 10. Covered Equipment includes any replacement product provided to You by Apple under sections 3.1 and 3.2 of 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 for transfers of Fixed-Term Plans, 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. Violation of this provision may void this Plan.

#### 2. Plan Term and Renewal

Plan coverage begins when the Plan is purchased or when the Covered Device is shipped (if shipping is necessary – adjustments are made to account for shipping times) and continues, unless cancelled, through the date specified in your Plan Confirmation (the "Plan Term").

For MonthlyPlans, your recurring Plan Term is one (1) month.

For Annual Plans, your recurring Plan Term is one (1) year.

**YOU ACKNOWLEDGE AND AGREE THAT YOUR MONTHLY OR ANNUAL PLAN WILL AUTOMATICALLY RENEW EVERY MONTH OR YEAR, AS APPLICABLE UNLESS AND UNTIL CANCELLED. FOR IMMEDIATE CANCELLATION GO TO [support.apple.com/en-us/HT202039](https://support.apple.com/en-us/HT202039) ON YOUR COVERED DEVICE AND SELECT "CANCEL A SUBSCRIPTION." FOR FURTHER INFORMATION SEE**

[support.apple.com/en-us/HT202704](https://support.apple.com/en-us/HT202704) AND SECTION 9 BELOW FOR A FULL EXPLANATION OF THE CANCELLATION TERMS.

**YOUR EXPRESS AND AFFIRMATIVE CONSENT ACKNOWLEDGING AND AGREEING WITH THE ABOVE PROVISION IS REQUIRED AND CAPTURED AS PART OF THE SALES PROCESS FOR RECURRING APPLE CARE+ PLANS, AND SUCH CAPTURED AFFIRMATIVE CONSENT IS INCLUDED IN AND FORMS A PART OF THIS PLAN.**

Each renewal will be at the original plan purchase price, unless you are notified in advance of a price change in accordance with Section 11 of this plan.

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

For Monthly Plans, Annual Plans, and Fixed-Term Plans paid in installments (where available), you agree to have the credit card, debit card or other authorized payment source *i.e.* Apple Pay (the "Payment Source") used for your initial Plan purchase (or your first Plan payment where not otherwise paid for by a Plan Payment Provider, group, membership, or promotional partner), kept on file to automatically charge in advance of the first day of each renewal term or installment billing period (as the case may be) following your initial payment or your first Plan payment where not otherwise paid for by a Plan Payment Provider, group, membership, or promotional partner. Alternatively, if Your Monthly or Annual Plan is linked to Your Apple ID, the payment source on file with your Apple ID will be automatically charged in advance of the first day of each renewal period following your initial payment or your first Plan payment where not otherwise paid for by a Plan Payment Provider, group, membership, or promotional partner and for each renewal period thereafter. For Plans provided as part of a group, membership, or promotional program, you may have the option to assume payment and continue the Plan when it expires or terminates or at the end of the promotional program period. If continuation is available and you elect to assume payment and continue the Plan (as a Monthly, Annual, or Fixed-Term Plan), you agree to have the Payment Source kept on file as necessary with Apple or with the applicable group or membership to automatically charge in advance of the first day of each renewal or installment period. If your Payment Source cannot be charged for any reason, and you have not otherwise made the appropriate renewal or installment payment on time, your Plan coverage will cease from the due date. Apple has the right, but not the obligation, to accept any late payment and allow renewal from the date of late payment. For Monthly or 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.

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 Plan on the original sales receipt as provided by Apple or another seller from whom you've purchased your Plan (a "Reseller"), or your Plan Payment Provider.

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

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

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

new or comprised of new and/or previously used genuine Apple parts and has been tested and passed Apple functional requirements. For the avoidance of doubt, Hardware Service for a battery whose capacity to hold an electrical charge is less than eighty percent (80%) of its original specifications (i.e., a consumed battery) only applies to the battery that was contained in the original packaging with the Covered Device (or replacement thereof provided to You by Apple under sections 3.1 or 3.2 of this Plan) and not for batteries that were purchased separately.

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 Device 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 Device or Apple will reimburse you for the costs toward the purchase of a replacement device currently available from Apple will reimburse you for the costs toward the purchase of a replacement device currently available from Apple of like kind and quality (a "Comparable Replacement") with a store credit, gift card, or check in the amount equal to Apple's current retail price for the original Covered Device (or, if Apple does not currently sell the Covered Device model, the retail price at which Apple last sold the Covered Device model) or the amount paid for the Covered Device as shown on an authenticated copy of the Covered Device's original proof of purchase, whichever is greater. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage effective for the remainder of the Plan Term. Apple may use Covered Devices or replacement parts for service that are sourced from a country that is different from the country from which the Covered Device or original parts were sourced.

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

If during the Plan Term you submit a valid claim notifying Apple that the Covered Device has failed due to accidental damage from handling resulting from an unexpected and unintentional external event (e.g., drops and damages caused by liquid contact from spills) ("ADH"), Apple will, at its discretion and subject to the service fee described below, either (i) repair the defect using new or previously used genuine Apple parts that have been tested and pass Apple functional requirements, or (ii) exchange the Covered Device with a replacement product that is new or comprised of new and/or previously used genuine Apple parts and has been tested and passed Apple functional requirements. 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.

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

Each time you receive services for ADH is a "Service Event."

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

**Important:** Please refer to Section 4 for exclusions on provision of ADH Service.

The following service fees apply to each Service Event:

Tier 1 ADH Service Event	\$29
- Damage to Included Accessories	
Tier 2 ADH Service Event	\$299
- Other Accidental Damage	

*\*Fees exclude applicable taxes payable by you*

To qualify for the Tier 1 ADH Service Event fee, the Covered Equipment must have no additional damage beyond the Included Accessories that would prevent Apple from replacing and/or repairing the Included Accessories. Covered Equipment with additional damage will be charged the price of the Tier 2 ADH Service Event fee.

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

### 3.3 Technical Support

During the Plan Term, Apple will provide you with priority access to telephone and web-based technical support for Covered Equipment ("Technical Support"). 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 ("VisionOS") and Apple-branded software applications that are pre-installed on or designed to operate with the Covered Equipment ("Consumer Software"), and (iii) and connectivity issues between the Covered Equipment and a computer or device that meets the Covered Equipment's connectivity specifications and runs an operating system supported by the Covered Equipment. **Exclusions apply as described below.**

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

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

- (a) To protect against normal wear and tear;**
- (b) 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 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;**
- (c) 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;**

- (d) 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;**
- (e) To conduct preventative maintenance;**
- (f) To replace Covered Equipment that is lost or stolen;**
- (g) 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 use, or any use of the Covered Equipment in a manner not normal or intended by Apple;**
- (h) To install, remove or dispose of the Covered Equipment, or the equipment provided to you while the Covered Equipment is being serviced;**
- (i) To repair damage caused by a product that is not Covered Equipment;**
- (j) To repair damage to a product that is not Covered Equipment;**
- (k) To repair any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced (including for upgrades and expansions), modified, or altered by anyone other than Apple or an authorized representative of Apple;**
- (l) To repair or replace any battery used with the Covered Equipment that is not the battery that was contained in the Covered Device's original packaging or replacement thereof provided to You by Apple under sections 3.1 or 3.2 of this Plan;**
- (m) To repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;**
- (n) To repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;**
- (o) To repair damages caused by fire, earthquake, flood, or other similar external causes;**
- (p) 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;**
- (q) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code;**
- (r) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code; or**
- (r) 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).**

#### **4.2 Technical Support**

**Apple will not provide Technical Support in the following circumstances:**

- (a) For use or modification to the Covered Equipment, the VisionOS, or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified;**
- (b) For issues that could be resolved by upgrading software to the then-current version;**
- (c) For third-party products or their effects on or interactions with the Covered Equipment, the VisionOS, or Consumer Software;**
- (d) For your use of a computer or operating system that is not related to Consumer Software or to connectivity issues with the Covered Equipment;**

- (e) For software other than the VisionOS, or Consumer Software;**
- (f) For any Consumer Software designated as "beta", "prerelease," or "preview" or similar designation;**
- (g) For damage to, or loss of, any software or data that was residing or recorded on the Covered Equipment (note: the Plan does not cover the recovery or reinstallation of software programs and user data);**
- (h) For third-party web browsers, email applications, and Internet service provider software, or the VisionOS configurations necessary for their use;**
- (i) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; or**
- (j) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code.**

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

You may obtain service or Technical Support by calling Apple at 800-APL-CARE (800-275-2273) or accessing [support.apple.com](https://support.apple.com). You must provide your Plan Agreement Number or Covered Device serial number. You must also, upon request, present your Plan Confirmation, and the original sales receipt for your Covered Device and your Plan.

## **6. Service Options.**

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

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

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

(c) Express Replacement Service ("ERS") or do-it-yourself ("DIY") component parts service. If Apple requires return of the replaced device or component part, Apple may require a credit card authorization to serve as security for the retail price of the replacement device or component part and applicable shipping costs until you return the replaced device as instructed. If you are not able to provide credit card authorization, service may not be available to you in which case Apple will offer an alternative arrangement for service. If you fail to return the replaced device or 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. If only a component part of your Covered Equipment needs service, Apple may instruct you to return only the impacted component part (i.e., if only the enclosure needs service, you may not need to send the battery too). Apple will return component parts that do not need service. If Apple does not require return of the replaced device or component part, Apple will ship you free of charge a replacement device or component part accompanied by any applicable instructions or requirements for disposal of the replaced device or part. As stated in Sections 3.1 and 3.2, 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 in respect to ERS or DIY parts service.

If you elect to use ERS for Hardware Service, there will be no service fee to use ERS. If you elect to use ERS for ADH Service for the battery of your Covered Equipment, the service will be subject to the Tier 1 Service Fee stated in Section 3.2. If you elect to use ERS for ADH Service to any other component to your Covered Equipment, the service will be subject to the Tier 2 Service Fee stated in Section 3.2 as a replacement item of Covered Equipment will be provided to you.

(d) Onsite service. 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](https://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.

Apple may change the method by which Apple provides repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service.

Service will be limited to the options available in the country where you request service. Service options, parts availability and response times may vary. If service is not available for the Covered Equipment in a country that is not the country of purchase, you may be responsible for shipping and handling charges to facilitate service to a country where service is available. If you seek service in a country that is not the country of purchase, you must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Apple may repair or exchange products and parts with comparable products and parts that comply with local standards.

## **7. Your Responsibilities.**

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

DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT, REFORMAT THE STORAGE MEDIA, AND REINSTALL THE COVERED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED EQUIPMENT PRIOR TO SERVICE. Apple will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install VisionOS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the VisionOS. Third-party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the VisionOS update. You will be responsible for reinstalling all other software programs, data and passwords.

## 8. Limitation of Liability.

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

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

## 9. Cancellation.

### 9.1 Your Cancellation Rights

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

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

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

(b) Subject to Subsection 9.1(c) below, all other cancellations:

(i) For Monthly or Annual Plans:

To cancel a Monthly or Annual Plan immediately and receive a pro rata refund based on the percentage of unexpired time remaining on Your Monthly or Annual Plan Term, less the value of any service provided under the Plan, you may:

- (A) Go to [support.apple.com/en-us/HT202039](https://support.apple.com/en-us/HT202039) on Your Covered Device and select the links for "Cancel a subscription" and "AppleCare+." If You do not see Your Plan when you try to cancel it, You may need to finish setting up Your account with Your Apple ID. For further assistance, please refer to [support.apple.com/en-us/HT202704](https://support.apple.com/en-us/HT202704); or
- (B) Call Apple at 800-APL-CARE (800-275-2273) or your billing provider if not Apple (i.e., a Reseller); e-mail Apple at [ac\\_plus\\_cancellation@apple.com](mailto:ac_plus_cancellation@apple.com); or send written notice to Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S.



- a. If e-mailing or sending written notice to cancel Your Monthly or Annual Plan, please provide your Covered Device's Serial Number, Your Plan Number, Your Plan's original proof of purchase, and contact information.

You may also:

- (C) Turn off your next Monthly or Annual Plan renewal through (i) your billing platform, or if available, (ii) through the account settings on your Covered Device, in which case cancellation will be deferred until midnight on the last day of the month or year for which your last monthly or annual payment was paid. Your Monthly or Annual Plan will remain active until the end of that month or year at which point it will be cancelled and no cancellation refund will be provided.

Your failure to timely and fully make any monthly or annual payment will be deemed an expression of your intent to cancel your Plan and no cancellation refund will be provided.

(ii) For Fixed-Term Plans:

To cancel a Fixed-Term Plan, call Apple at 800-APL-CARE (800-275-2273); e-mail Apple at [ac\\_plus\\_cancellation@apple.com](mailto:ac_plus_cancellation@apple.com) ; or send written notice to Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S. Please provide your Covered Device's Serial Number, Your Plan Number, Your Plan's original proof of purchase, and contact information.

Unless local law provides otherwise, cancellation refunds will be provided as follows:

- (A) Within thirty (30) days of your Plan's purchase, or receipt of this Plan, whichever occurs later, you will receive a full refund less the value of any service provided under the Plan.
- (B) More than thirty (30) days after your receipt of this Plan, you will receive a pro-rata refund of the original purchase price. The pro-rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase, less the value of any service provided to you under the Plan.

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

(c) Cancellations in connection with a group, membership, or promotional program:

If continuation is available and you do not elect to assume payment and continue the AppleCare+ Plan provided by a group or membership program or promotional partner when the Plan expires or terminates, or you cancel a Plan prior to its expiration or termination or during its promotional period, your Plan will be cancelled and you will have no right to any refund unless the Plan was paid for by you, and any refund (if applicable) will be returned to the group or membership program or promotional partner that provided you the Plan.

## 9.2 Apple's Cancellation Rights

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

Unless applicable local law provides otherwise, Apple may cancel this Plan immediately and without notice for fraud or material misrepresentation, or if You have used this Plan for commercial purposes in

furtherance of Your own financial gain. Apple 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, if service parts for the Covered Equipment are not available, upon sixty (60) days' prior written notice. If local law permits and Apple cancels this Plan for the unavailability of service parts, you will receive a pro rata refund for the unexpired Plan Term.

### 9.3 Cancellation Upon Authorized Trade-In

For Annual or Monthly Plans, if you trade-in your Covered Device to Apple or an Apple Authorized Reseller as part of an Apple authorized trade-in program, that trade-in will be deemed an expression of your intent to cancel your Annual or Monthly Plan and it will be cancelled.

### 9.4 Effect of Cancellation

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

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

For Fixed-Term Plans only, and excluding any Plans paid for directly by a Plan Payment Provider, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan's printed materials and this service contract; (ii) you notify Apple of the transfer as instructed at [support.apple.com/en-us/HT202712](https://support.apple.com/en-us/HT202712), and (iii) the other party accepts the terms of this service contract. If you financed the purchase of your Plan through a Plan Payment Provider or otherwise pay monthly, the transferee must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the applicable cancellation provisions as described in Section 9. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial numbers of the Covered Equipment, and the name, address, telephone number and email address of the new owner. 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. Apple may, at any time, revise any of the terms and conditions of this Plan, including the price and applicable service fees, upon sixty (60) days' written notice to you, or longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method. If you do not agree to the revised Plan terms and conditions, you may cancel the Plan without penalty. If you do not cancel the Plan within the Notice Period, your continued payment of monthly or annual or installment charges (if applicable) or request for service under the Plan after receiving notice of a change in your Plan terms and conditions, including with respect to a change in price or service fees, will be deemed consent by you to be bound by such revised Plan terms and conditions. In any event, you may cancel the Plan at any time in accordance with Section 9.

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

## **12. General Terms.**

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

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

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

(d) This Plan is offered and valid only in the fifty states of the United States of America and the District of Columbia. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all jurisdictions, including all provinces and territories of the United States, and is not available where prohibited by law.

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

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

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

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

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

(j) Apple is not obligated to renew any Fixed-Term Plan. If Apple does offer renewal, Apple will determine the price and terms.

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

(l) As used in this Plan, "Apple" is **AppleCare Service Company, Inc.**, an Arizona corporation with its registered office at c/o C T Corporation System, 3800 N. Central Avenue, Suite 460, Phoenix, Arizona 85012, doing business in the state of Texas as Apple CSC, Inc. AppleCare Service Company, Inc. is the provider/obligor of the Plan. Plans sold in the United States are backed by the full faith and credit of the provider, AppleCare Service Company, Inc.

(m) The Administrator is Apple Inc. (the "Administrator" TDLR License #300), a California corporation with its registered office at:

One Apple Park Way  
Cupertino, California 95014  
USA

The Administrator is responsible for the collection and transfer to AppleCare Service Company, Inc. of the purchase price for the Plan and for the administration of claims under the Plan.

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

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

### **13. Country, Province and State Variations.**

One or more of the terms that appear below may apply to the Plan. The terms below may vary from one or more of the terms that appear above this section. Product availability may vary by jurisdiction. The following jurisdiction variations will control if inconsistent with any other provisions of this Plan:

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

If you cancel this Plan pursuant to these terms and conditions, and Apple fails to refund the purchase price to you within the time period specified below Apple will pay you a penalty of ten percent (10%) per month for the unpaid amount due and owing. For California, New York, Missouri and Washington residents Apple will provide a refund within 30 days. For Alabama, Arkansas, Colorado, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, South Carolina, Texas and Wyoming residents, Apple will provide a refund within 45 days. For New Mexico residents, Apple will provide a refund within 60 days. The right to cancel and receive this penalty payment only applies to the original owner of the Agreement and may not be transferred or assigned. The obligations of the provider under this service contract are backed by the full faith and credit of the provider, AppleCare Service Company, Inc.

California Residents. If you purchased the Plan in this state, these terms apply to the Plan:

If you cancel this Plan within thirty (30) days of your Plan receipt, you will receive a full refund less the value of any service provided under the Plan.

Colorado Residents. If you purchased the Plan in this state, this term applies to the Plan:

Notice: This Plan is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

Connecticut Residents. If you purchased the Plan in this state, this term applies to the Plan:

The expiration date of the Plan will automatically be extended by the period that the Covered Equipment is in Apple's custody while it is being serviced. Resolution of Disputes: Disputes may be resolved by arbitration. Unresolved disputes or complaints may be mailed, with a copy of this Plan, to State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0846, Attn: Consumer Affairs.

Florida Residents. If you purchased the Plan in this state, this term applies to the Plan:

The laws of the State of Florida will govern this Plan and any dispute arising under it. The rate that is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. No cancellation fee will be imposed in the event of a cancellation.

Michigan Residents. If you purchased the Plan in this state, this term applies to the Plan:

If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

Nevada Residents. If you purchased the Plan in this state, this term applies to the Plan:

Section 4.1(g): to repair any damage to the Covered Equipment caused by use with a third party component or product that does not meet the Apple Product's specifications, or arising from service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP"). This exclusion shall not impact any available coverage You may have under this Plan that is unrelated to the unauthorized component(s) or service.

Cancellations: No Plan that has been in effect for at least seventy (70) days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds: (i) failure by the holder to pay an amount due; (ii) conviction of the holder of a crime, which results in an increase in the service required; (iii) discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder; (iv) discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan, or (v) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. No cancellation of a service contract will become effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder. If you have not made a claim and you return this contract to us, either within twenty (20) days of the date that we mailed the contract to you or within ten (10) days of the date of purchase if you were given a copy of this contract when you purchased it, then this contract shall be void and we will refund to you the purchase price of the contract.

If Apple cancels this Plan, Apple shall refund to Nevada consumers the portion of the purchase price that is unearned. Apple may deduct any outstanding balance on your account from the amount of the purchase price that is unearned when calculating the amount of the refund. If Apple cancels a contract pursuant to NRS 690C.270, it may not impose a cancellation fee.

Except as otherwise provided in this section, a Nevada resident who is the original purchaser of this Plan, who submits to Apple a request to cancel the Plan in accordance with the terms of the Plan, shall receive a refund of the portion of the Plan's purchase price that is unearned and Apple will not deduct the value of any service provided. If you request the cancellation of this Plan after the first thirty (30) days of the Plan term, Apple will not impose a cancellation fee or deduct the value of any service provided. When Apple calculates the amount of a refund pursuant to subsection (ii), it may deduct from the portion of the purchase price that is unearned any outstanding balance on the account. AppleCare Service Company, Inc. backs this Plan for Nevada residents by its full faith and credit.

Transfer: Section 10 does not apply to Monthly or Annual Plans or Fixed-Term Plans paid in installments directly by a Plan Payment Provider, which may not be transferred.

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

Tax is not applicable in the State of Nevada on the service fee for ADH claims.

If you are not satisfied with the handling of your claim, you may contact the Nevada Division of Insurance by calling the toll-free number (888) 872-3234.

New Hampshire Residents. If you purchased the Plan in this state, this term applies to the Plan:

In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department, by mail at State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800-852-3416.

New Mexico Residents. If you purchased the Plan in this state, this term applies to the Plan:

Cancellations: No Plan that has been in effect for at least seventy (70) days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds: (i) failure by the holder to pay an amount due; (ii) conviction of the holder of a crime, which results in an increase in the service required; (iii) discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder; (iv) discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (v) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

North Carolina Residents. If you purchased the Plan in this state, this term applies to the Plan:

The purchase of this Plan is not required either to purchase or to obtain financing for the Covered Equipment. Apple will not cancel this plan **EXCEPT** for failure to pay the purchase price for the Plan.

Ohio Residents. If you purchased the Plan in this state, this term applies to the Plan:

Although this service contract is not an insurance policy, the obligations for claims hereunder for Plans sold in Ohio are insured by Illinois National Insurance Co., with an address of 180 Maiden Lane 25<sup>th</sup> Floor, New York, NY 10038 (Phone Number: 1-800-250-3819). With any correspondence, please provide your phone number and case number, if applicable. You are entitled to make a direct claim against the insurance company if Apple fails to provide service pursuant to a claim sixty (60) days after Apple's receipt of your claim.

Oregon Residents. If you purchased the Plan in this state, this term applies to the Plan:

In the event you do not receive satisfaction under this contract, you may contact the Oregon Department of Consumer and Business Services, Division of Financial Regulation, Consumer Advocacy Section, P.O. Box 14480, Salem, OR 97309 or at 350 Winter Street NE, 4<sup>th</sup> Floor, Salem, OR 97301; or by telephone at 888-877-4894 or 503-947-7984, or by email at [cp.ins@oregon.gov](mailto:cp.ins@oregon.gov).

For any inquiries regarding your AppleCare+ coverage, you can write or call the Administrator/obligor at the address or phone number included in this contract.

Data as referred to in Section 12(f) of the General Terms section means data that is provided to Apple as part of this service contract. It does not mean data stored on an Apple Vision Pro device or accessory.

South Carolina Residents. If you purchased the Plan in this state, this term applies to the Plan:

You may address any unresolved complaints or Plan regulation questions to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel: 1-800-768-3467.

Tennessee Residents. If you purchased the Plan in this state, this term applies to the Plan:

The Plan Term of this Plan shall be extended the number of days you are deprived of the use of the product because the product is in repair plus two (2) additional workdays.

Texas Residents. If you purchased the Plan in this state, this term applies to the Plan:

The provider may cancel this Plan with no prior notice for non-payment, misrepresentation or a substantial breach of a duty by the holder relating to the Covered Equipment or its use. You may address any unresolved complaints or contract regulation question to the TX Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

The Administrator in Texas is Apple Inc., TDLR License. #300.

Virginia Residents. If you purchased the Plan in this state, if any promise made in the contract has been denied or has not been honored within sixty (60) days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

Wisconsin Residents. If you purchased the Plan in this state, this term applies to the Plan:

**THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

If you cancel this Plan within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund. If you cancel this Plan more than thirty (30) days after your receipt of the Plan, you will receive a pro-rata refund of the original purchase price, based on the percentage of the unexpired Plan Term. No deduction shall be made from the refund for the cost of any service received. Apple will not cancel this Plan **EXCEPT** for failure to pay the purchase price for the Plan. If Apple cancels the Plan, you will be paid a pro-rata refund for the Plan's unexpired term.

Wyoming Residents. If you purchased the Plan in this state, this term applies to the Plan:

If Apple cancels this Plan, Apple will mail to you written notice of the cancellation at your last known address contained in Apple's records. Apple will mail this written notice to you no less than ten (10) days prior to the date when the cancellation will take effect. This written notice to you will contain the date when the cancellation will take effect and the reasons for the cancellation. Apple is not obligated to provide prior notice if cancellation is due to nonpayment of the Plan, a material misrepresentation by you to Apple, a substantial breach of your duties under the Plan or a substantial breach of your duties relating to the Covered Equipment or its use.

Disputes that arise under this Plan may be settled in accordance with the Wyoming Arbitration Act.

**Telephone Numbers**

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

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