

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 plans and includes the terms in this document, your Plan Confirmation (“Plan Confirmation”), and the original sales receipt for your Plan. Your Plan Confirmation will be provided to you at the time of purchase or sent to you automatically thereafter. If you purchased your Plan from Apple, you may obtain a copy of your Plan Confirmation by going to mysupport.apple.com/products.

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 monthly recurring term of coverage (“Monthly Plan”) unless 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”).

The Plan covers the Apple Vision Pro listed on your Plan Confirmation (“Covered Device”) and the accessories contained in the original packaging (“Included Accessories”) (together, the “Covered Equipment”). The Covered Equipment must have been purchased or leased as new from Apple or an Apple Authorized Reseller. Where legal ownership of the Covered Equipment has been transferred to you, the Plan must have been transferred to you pursuant to Section 10. Covered Equipment includes any replacement product provided to you by Apple under Sections 3.1 or 3.2 of this Plan.

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

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

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

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

3. What is Covered?

3.1 Hardware Service 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 that uses an integrated rechargeable battery, where the capacity of the Covered Device’s battery to hold an electrical charge is less than eighty percent (80%) of its original specifications.

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 notifying Apple that the Covered Equipment 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”).

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

3.3 Services for Hardware Coverage and Accidental Damage from Handling

If during the Plan Term you submit a valid claim for Hardware Service or a valid claim for ADH Service, Apple will, at its discretion, either: (i) repair the defect using new parts or previously used genuine Apple parts that have been tested and pass Apple functional requirements, or (ii) exchange the Covered Equipment with a replacement product that is new or comprised of new and/or previously used genuine Apple parts that have been tested and pass Apple functional requirements.

If repair or replacement under (i) and (ii) are not possible or available, Apple will reimburse you with Apple store credit, an Apple gift card, or cash in the amount equal to Apple’s current retail price for the original 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. 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.

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 color,

with the same or enhanced technological features or capabilities) as the original Covered Equipment or, at Apple's option, the replacement product will be the same or more recent model but with different technological or functional features or capabilities as the original Covered Equipment. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property with coverage effective for the remainder of the Plan Term.

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

Exclusions apply as described below.

3.4 Service Fees

Each time you receive services for ADH is a "Service Event." You are eligible to receive unlimited Service Events for your Covered Equipment 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 -ADH to Included Accessories	C\$39
Tier 2 ADH Service Event -Other ADH	C\$399

**Fees exclude applicable taxes payable by you.*

To qualify for the Tier 1 ADH Service Event fee, the Covered Equipment must have not additional damage beyond the Included Accessories that would prevent Apple from repairing and/or replacing the Included Accessories. Covered Equipment with additional damage will be charged the price of the Tier 1 ADH Service Event fee.

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

3.5 Technical Support

During the Plan Term, Apple will provide you with priority access to telephone and web-based technical support for the 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) 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) 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.

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 scratches, 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 Service Event fee will apply;
- (c) to repair any damage, including scratches, 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 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 expansion), 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 Equipment'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 damage 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

(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).

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”, “pre-release”, or “preview” or similar designation;

(g) for damage to, or loss of, any software or data that was residing or recorded on the Covered Equipment (note: the Plan does not cover the recovery or reinstallation of software programs and user data);

(h) 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 or accessing support.apple.com/en-ca. You must provide your Plan Agreement Number or Covered Equipment serial number. You must also, upon request, present your Plan Confirmation, and the original sales receipt for your Covered Equipment and your Plan.

6. Service Options

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

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

(b) Onsite service. Onsite service may be available for the Covered Equipment if the location of the Covered Equipment is within a 50 mile (80 kilometer) radius of an Apple Authorized Onsite Service Provider. Certain parts serviceable under Express Replacement Service (“ERS”), as described below, are

not eligible for onsite service. If Apple determines that onsite service is available, Apple will dispatch a service technician to the location of the Covered Equipment. 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.

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

(d) Express Replacement Service ("ERS").

ERS may be available for the Covered Equipment, depending on local capability and availability at the time you seek service and the damage to your Covered Equipment, subject to local law.

If available and you elect to use ERS for Hardware Service, there will be no service to use ERS. If available and you elect to use ERS for ADH Service for the battery and/or battery cable of your Covered Equipment, the service will be subject to the Tier 1 Service Event fee stated in Section 3.4. If you elect to use ERS for ADH Service to any component of your Covered Device, the service will be subject to the Tier 2 Service Event fee stated in Section 3.4 as a replacement item of the Covered Device will be provided to you.

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

Apple may instruct you to return only the impacted component part of the Covered Device. Apple will return component parts that do not need service. If Apple requires return of the battery only, or of only the impacted component part of the Covered Device, Apple may require a credit card authorization to serve as security for the retail price of the battery and/or component part and applicable shipping costs.

If you are not able to provide credit card authorization, 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.

Should you require further assistance, you should contact Apple at the telephone numbers listed below.

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. Fulfillment of service will be limited to those service options set out in Section 6 and may be fulfilled only by Apple, unless at the time your claim is submitted, service is available at Apple Authorized Service Providers.

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. Cancellations

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 or trade-in of your Covered Equipment:

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

(b) Cancellation of Plans purchased from Apple Authorized Resellers within thirty (30) days of purchase:

If you purchased this Plan from an Apple Authorized Reseller and cancel within thirty (30) days of purchase of the Plan, you may need to cancel the Plan via the Apple Authorized Reseller to receive a refund.

(c) All other cancellations:

(i) For Fixed-Term Plans:

To cancel a Fixed-Term Plan, you may:

(A) 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/HT202704; or

(B) Call Apple at 1-800-263-3394 or call your billing provider if not Apple (i.e., a Reseller); or send written notice to Agreement Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. You must send a copy of the Plan's original proof of purchase with your notice.

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

(A) if you cancel 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) if you cancel 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 your Plan Payment Provider to cancel your Plan. Apple may return any refund owed to the financing entity who paid Apple for your Plan.

(ii) For Monthly Plans:

To cancel a Monthly Plan, you may:

(A) Call Apple at 1-800-263-3394 or call your billing provider if not Apple (i.e., a Reseller); or send written notice to Agreement Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. Turn off your next Monthly Plan renewal through your billing platform. You may also have the option to turn off Monthly Plan renewal billing directly on your Covered Device; or

You may also:

(B) Turn off your next Monthly Plan renewal through (i) your billing platform or, if available, (ii) by going to support.apple.com/HT202039 on your Covered Device and selecting "Cancel a

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

(d) Cancellations in connection with a group or membership program:

If you receive your AppleCare+ Plan (regardless of type) as part of a group or membership program, upon expiration or termination of your right to continue AppleCare+ under such program, you may have the option to assume payment for AppleCare+ and continue your Plan. If you do not elect to assume payment and continue AppleCare+, your Plan will be cancelled and you will have no right to any refund.

9.2 Apple’s Cancellation Rights

If your payment source cannot be charged for any reason for amounts due, including for any Monthly Plan renewal 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.

Additionally, unless applicable local law provides otherwise, Apple may cancel this Plan for fraud or material misrepresentation, or if service parts for the Covered Equipment are not available, upon thirty (30) days’ prior written notice. If local law permits and Apple cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan’s unexpired term.

9.3 Cancellation Upon Authorized Trade-In

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

9.4 Effect of Cancellation

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

10. Transfer of Fixed-Term Plans

For Fixed-Term Plans only, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan’s printed materials and this service contract; (ii) you notify Apple of the transfer as instructed at support.apple.com/HT202712 and (iii) the other party accepts the terms of this service contract. If you financed the purchase of your Plan through a Plan Provider or otherwise pay in installments, the transferee must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the 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 Plans cannot be transferred.

11. Plan Changes

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

conditions. Apple may, at any time, revise any of the terms and conditions of this Plan, including the price and applicable service fees, upon thirty (30) days' written notice to you, or longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method. If you do not agree to the revised Plan terms and conditions, you may cancel the Plan without penalty. If you do not cancel the Plan within the Notice Period, your continued payment of monthly or other installment charges (if applicable) or request for service under the Plan after receiving notice of a change in your Plan terms and conditions, including with respect to a change in price or service fees, will be deemed consent by you to be bound by such revised Plan terms and conditions. In any event, you may cancel the Plan at any time in accordance with Section 9.

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

12. General Terms

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

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

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

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

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

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

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

(h) You understand and agree that by purchasing the Plan, Apple will use, process, transfer, and protect your information in accordance with Apple Customer Privacy Policy available at apple.com/ca/legal/privacy/. 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

appleid.apple.com/ca to update your personal contact preferences or you may contact Apple at apple.com/ca/privacy/contact/.

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

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

(k) As used in this Plan, "Apple" is **Apple Canada Inc.**, with offices at 120 Bremmer Blvd., Suite 1600, Toronto, Ontario M5J 0A8. For Plans sold in Canada, Apple Canada Inc. is the legal and financial obligor.

(l) The laws of the province of Ontario govern Plans purchased in Canada except where prohibited by law. If these terms are inconsistent with the laws of any jurisdiction where you purchase this Plan, then the laws of that jurisdiction will control.

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

13. Country, Province, and State Variations

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

Quebec Residents

The laws of the Province of Quebec will govern this Plan and any disputes arising under it. The section "Limitation of Liability" is not applicable to residents of Quebec.

Telephone Numbers

Canada – 800-263-3394

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