

## **AppleCare+ for Apple Display AppleCare+ for Mac**

### **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](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 paid for on a one-time basis ("Single-Pay Plan") or a monthly basis ("Monthly Pay Plan") unless otherwise noted.

The Plan covers the following equipment (collectively, the "Covered Equipment"): (i) the Apple-branded Mac computer or display listed on your Plan Confirmation (including any Apple-branded stand and/or VESA mount included with or purchased at the same time as your Apple-branded display), and the Apple-branded accessories contained inside the original packaging ("Covered Device"), and (ii) an Apple-branded mouse, Magic Trackpad, and keyboard if included with the Covered Device (or purchased with a Mac mini or Mac Pro), an Apple memory modules (RAM) and Apple USB SuperDrive ("Mac Accessories") if used with the Covered Device and originally purchased no earlier than two years before the Covered Device purchase.

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

You can find the price of the Plan on the original sales receipt.

#### **2. What is Covered?**

##### 2.1 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, 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, Apple will, at its discretion, either: (i) repair the defect at no charge, using new parts or parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability.

All replacement products provided under this Plan will at a minimum be functionally equivalent to the original product. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage effective for the remainder of the Plan Term.

## 2.2 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 damage 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 refurbished parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Device with a replacement product that is new or equivalent to new in performance and reliability. Each time you receive services for ADH is a "Service Event".

**Exclusions apply as described below. Further, services for ADH expire and all of Apple's obligations to you under this Section are fulfilled in their entirety once Apple has provided to you two (2) Service Events within each twelve (12)-month period based on your Plan's original purchase date as specified on the original sales receipt. All other Plan benefits continue throughout and you are entitled to two (2) new ADH Service Events after the expiration of each twelve (12)-month period of continued coverage.**

**Important:** Please refer to Section 3 for exclusions on provision of ADH Service.

The following service fees apply to each Service Event:

	Mac	Apple Display
Tier 1 ADH Claim	₹8,900	₹8,900
- Screen Only ADH damage		
- External Enclosure-only ADH damage		
Tier 2 ADH Claim	₹25,900	₹25,900
- All Other ADH damage		

*\*Fees include applicable taxes payable by you*

To qualify for the Tier 1 ADH Service Event fee, the Covered Device must have no additional damage beyond the screen-only damage (if applicable) or the external enclosure-only damage where such additional damage would prevent Apple from repairing the display or external enclosure. ADH damage to the Apple-branded stand and/or VESA mount used with your Apple-branded display will be treated as external enclosure-only ADH damage. A Covered Device with additional damage will be charged the price of the Tier 2 ADH Service Event.

The ADH coverage under this Plan is insured by Tata AIG General Insurance Company Limited ("Insurer") pursuant to an insurance policy issued to Apple. For ADH coverage, Apple will provide for the Service Events under this Section 2.2 and will serve as your point of contact respecting such ADH Service. Apple will cover the costs of such Service Events in excess of your service fee.

Please note that if you seek service under this Plan in a country other than your country of purchase, the service fee will need to be paid in that country's currency and at that country's applicable rate – for further details, including regarding applicable fees by country, please visit the AppleCare+ support website at [apple.com/legal/sales-support/applecare/applecareplus/](https://apple.com/legal/sales-support/applecare/applecareplus/).

## 2.3 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"). Your Technical Support starts on expiration of the complimentary technical support provided by Apple, which starts on the date you purchase the Covered Equipment. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (excluding data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required or ADH coverage may be applicable. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, "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 ("macOS") and Apple-branded software applications that are pre-installed on or designed to operate with the Covered Equipment ("Consumer Software"), (iii) use of the graphical user interface for server administration and network management issues on Apple's operating system server software ("macOS Server"), and (iv) 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.**

## **3. What is not Covered?**

### 3.1 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, or to repair cosmetic damage not affecting the functionality of the Covered Equipment;
- (b) to protect against excessive or catastrophic physical damage to Covered Equipment (e.g., products that have been crushed or bent) or excessive or catastrophic damage to Covered Equipment caused by liquid contact (e.g., products that have been partially or wholly submerged in liquid);
- (c) to conduct preventative maintenance;
- (d) to replace Covered Equipment that is lost or stolen;
- (e) to repair damage caused by reckless, abusive, willful or intentional conduct, or any use of the Covered Equipment in a manner not normal or intended by Apple;
- (f) to install, remove or dispose of the Covered Equipment, or the equipment provided to you while the Covered Equipment is being serviced;
- (g) to repair damage caused by a product that is not Covered Equipment;
- (h) 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, installed or altered by anyone other than Apple or an authorized representative of Apple;
- (i) to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;

- (j) to repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
- (k) to repair damages caused by fire, earthquake, flood, or other similar external causes;
- (l) to protect against damage caused by the presence of hazardous materials, including, but not limited to, biological or nuclear materials and allergens, that present a risk to human health; or
- (m) to protect against damage caused by terrorism or any civil or foreign war, invasion, rebellion, civil commotion, confiscation by the authorities, order of any government, public authority, or custom officials

Installation of third-party parts may affect your coverage. 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.

### 3.2 Technical Support

Apple will not provide Technical Support in the following circumstances:

- (a) For use or modification to the Covered Equipment, the macOS, 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 macOS, macOS Server, or Consumer Software;
- (d) For your use of a computer or macOS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
- (e) For software other than the macOS, macOS Server, or Consumer Software;
- (f) For macOS software for servers, except when using the graphical interface for server administration and network management issues on macOS Server on a Covered Device;
- (g) For any Consumer Software designated as "beta", "prerelease," "preview" or similar designation;
- (h) 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); or
- (i) For third-party web browsers, email applications, and Internet service provider software, or the macOS configurations necessary for their use.

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

You may obtain service or Technical Support by calling Apple or accessing [support.apple.com/en-in](https://support.apple.com/en-in). 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.

## **5. Service Options**

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

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

(b) Onsite service. Onsite service is available for many desktop and portable computers as well as for the Apple-branded display if the location of the Covered Equipment is within 80 kilometers radius of an Apple Authorised Onsite Service Provider. Certain parts 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 Apple Repair Service ("ARS") location for repair. If the Covered Equipment is repaired at an AASP or an 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.

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.

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 will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. or GST 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.

## **6. 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 macOS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the macOS. Third-party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the macOS update. You will be responsible for reinstalling all other software programs, data and passwords.

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

## **8. Cancellation**

### 8.1 Single-Pay Plans

You may cancel this Plan at any time for any reason. If you decide to cancel, you may call Apple or send written notice with your Plan Agreement Number to AppleCare Administration, Apple India Private Ltd at 19th Floor, Concorde Tower C, UB City No. 24, Vittal Mallya Road, Bangalore 560-001, India. 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 benefits provided to you 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, plus recoverable GST, if applicable. The pro-rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase, less (a) a cancellation fee of ₹1,300 or ten percent (10%) of the pro-rata amount, whichever is less, and (b) the value of any benefits provided to you under the Plan.

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.

### 8.2 Monthly Pay Plans

You may cancel this Plan at any time for any reason. If you purchased a Monthly Pay Plan from a seller other than Apple directly ("Reseller"), contact the Reseller to cancel your Plan. If you purchased a Monthly Pay Plan from Apple, you may cancel by notifying Apple with your Plan

Agreement Number and original proof of purchase as noted in Section 8.1 above. Unless applicable local law provides otherwise, if you return your Covered Device within the eligible fourteen (14)-day return window, you are entitled to cancel your Plan and receive a full refund of the first monthly payment you have made. To cancel, you must call Apple as instructed above. If you otherwise cancel your Plan, not in connection with return of your Covered Device, cancellation will be deferred until midnight on the last day of the month for which the last monthly payment was paid. Your failure to timely and fully make any monthly payment will be deemed an expression of your intent to cancel your Plan and you will not be entitled to receive a refund of any monthly payments you have made. If your Monthly Pay Plan was financed by a third party, Apple may return any refund owed to that financing entity.

### 8.3 Effect of Cancellation

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

## **9. Transfer of Plan**

You may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan's printed materials and this service contract; (ii) you notify Apple of the transfer by sending notice of transfer to AppleCare Administration at Apple India Private Ltd at 19th Floor, Concorde Tower C, UB City No. 24, Vittal Mallya Road, Bangalore 560-001, India, and (iii) the other party accepts the terms of this service contract. Additionally, with regard to Monthly Pay Plans, including if you financed the purchase of your Plan, 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 applicable to Monthly Pay Plans, as described in Section 8.2 and 8.3. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial number of the Covered Equipment, and the name, address, telephone number and email address of the new owner.

## **10. 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 Republic of India. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all jurisdictions, and is not available where prohibited by law.
- (e) In carrying out its obligations Apple may, at its discretion and solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between you and Apple.
- (f) You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your

behalf when it provides service. This may include transferring your data to affiliated companies, the Insurer, or service providers in accordance with the Apple Customer Privacy Policy.

(g) Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Apple regarding the processing of data, and Apple will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding the processing of your data, contact Apple at the telephone numbers listed at [support.apple.com/en-in/HT201232](https://support.apple.com/en-in/HT201232).

**(h) Apple will protect your information in accordance with Apple Customer Privacy Policy available at [apple.com/in/legal/privacy/en-ww/](https://apple.com/in/legal/privacy/en-ww/). 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/in](https://appleid.apple.com/in) to update your personal contact preferences or you may contact Apple at [apple.com/in/privacy/contact/](https://apple.com/in/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 this Plan. If Apple does offer a renewal, it will determine the price and terms.

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

(l) The Plan's legal and financial obligor is Apple.

(m) The laws of the Republic of India govern this Plan.

(n) Support services under this Plan may be available in English only. You agree that the terms of the Plan and all related documents be interpreted in English.

### **Telephone Numbers**

See [support.apple.com/en-in/HT201232](https://support.apple.com/en-in/HT201232) for local numbers.

\* Telephone numbers and hours of operation may vary and are subject to change. Toll-free numbers are not available in all countries.