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.

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 Applebranded 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), Apple memory modules (RAM) and an 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

If during the Plan Term, you submit a valid claim by notifying Apple that (i) a defect in materials and workmanship has arisen in the Covered Equipment, or (ii) the capacity of the Covered Equipment's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications, Apple will, at its discretion, either

- (a) repair the defect at no charge, using new parts or parts that are equivalent to new in performance and reliability, or
- (b) 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 Accidental Damage from Handling

If during the Plan Term you submit a valid claim notifying Apple that the Covered Device has failed due to accidental damage from handling ("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 (both individually known as a "Service Event").

ADH coverage only applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional external event (e.g. drops and damage caused by liquid contact from spills) that arises from your normal daily usage of the Covered Device as intended for such Covered Device.

ADH coverage does not include

- (a) protection against normal wear and tear, excessive or catastrophic damage, theft, misplacement, or damage caused by reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Device,
- (b) protection against any other act or result not covered by the Plan, as described in Section 4.2 below, or
- (c) any damage to the Covered Device that arises from one or more conditions described in Section 2.2 (a) or (b).

Apple may ask you to provide an explanation of where and when the accident occurred with a detailed description of the actual event. Apple will deny your claim if you fail to pay the service fee or fail to provide information relating to the accident when asked.

The following service fees apply to each Service Event:

| | Мас | Apple Display |
|--|-----------|---------------|
| Tier 1 ADH Service Event - Screen Only ADH Damage - External Enclosure-only ADH Damage | AED 349 | AED 349 |
| Tier 2 ADH Service Event - All Other ADH Damage | AED 1,149 | AED 1,149 |

^{*}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 that 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 fee.

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. Any unused Service Events will expire and you will get two (2) new ADH Service Events to use within the next twelve (12)-month period of continued coverage. All other Plan benefits continue throughout.

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 <a href="mailto:applecare/appleca

2.3 Technical Support

During the Plan Term, Apple will provide you with priority access to telephone and web-based technical support resources. Your Technical Support starts on expiration of the complimentary technical support provided by the manufacturer, which starts on the date you purchase the Covered Equipment. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for 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.

2.4 Scope of Technical Support

Under the Plan, Apple will provide technical support for the following:

- (i) Covered Equipment,
- (ii) Operating system ("OS") and software applications that are pre-installed with the Covered Equipment and Apple-branded software applications that are 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 ("Mac OS Server"), and
- (iv) Connectivity issues between the Covered Equipment and a Supported Computer or Device. (A "Supported Computer or Device" means a computer or device that meets the Covered Equipment's connectivity specifications and runs an operating system supported by the Covered Equipment).

3. What is not Covered?

3.1 Hardware Service and ADH Coverage Area

Apple may restrict hardware service and ADH coverage to the country where the Covered Device was originally purchased.

3.2 Hardware Coverage and ADH Coverage

- (i) The Plan does not apply to installation, removal or disposal of the Covered Equipment, or provision of equipment while the Covered Equipment is being serviced.
- (ii) The Plan does not apply to damage caused by (a) a product that is not the Covered Equipment, (b) abuse, misuse, or reckless, willful or intentional conduct, (c) flood, fire, earthquake or other similar external causes, (d) operating the Covered Equipment outside the permitted or intended uses described by the manufacturer, or (e) service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP").
- (iii) The Plan does not apply to Covered Equipment with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer.
- (iv) The Plan does not apply to Covered Equipment that has been lost or stolen. This Plan only applies to Covered Equipment returned to Apple in its entirety.
- (v) The Plan does not apply to cosmetic damage to the Covered Equipment, including but not limited to scratches and dents that do not otherwise affect the functionality of the Covered Equipment.
- (vi) The Plan does not apply to preventative maintenance on the Covered Equipment.
- (vii) The Plan does not apply to defects caused by normal wear and tear or which is otherwise due to normal aging of the product.
- (viii) The Plan does not apply to a pre-existing condition on any Covered Equipment if you purchased the Plan after you purchased the Covered Equipment.
- (ix) The Plan does not apply to excessive or catastrophic physical damage to Covered Equipment (e.g. products that have been crushed or bent).
- (x) The Plan does not apply to excessive or catastrophic damage to Covered Equipment caused by liquid contact (e.g. products that have been partially or wholly submerged in liquid).
- (xi) The Plan does not apply to damage to Covered Equipment caused by the presence of hazardous materials, including, but not limited to, biological materials and allergens, that present a risk to human health.

Important: Do not open the Covered Equipment, as damage caused as a result of opening the equipment is not covered by this Plan. Only Apple or an AASP should perform service on the Covered Equipment.

3.3 Technical Support

- (i) The Plan does not include Technical Support for your use of or modification to the Covered Equipment, the OS, or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified.
- (ii) The Plan does not include Technical Support for issues that could be resolved by upgrading software to the then current version.
- (iii) The Plan does not include Technical Support for third-party products or their effects on or interactions with the Covered Equipment, the OS, Mac OS Server or Consumer Software.
- (iv) The Plan does not include Technical Support for your use of a computer or operating system that is not related to Consumer Software or to connectivity issues with the Covered Equipment.
- (v) The Plan does not include Technical Support for Apple software other than the OS, Mac OS Server or Consumer Software, as covered under the Plan.
- (vi) The Plan does not include Technical Support for OS software or any Apple-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software.
- (vii) The Plan does not include Technical Support for OS software for servers, except when using the graphical user interface for server administration and network management issues on Mac OS Server on a Covered Device.
- (viii) The Plan does not include Technical Support for third-party web browsers, email applications, and Internet service provider software, or the OS configurations necessary for their use.
- (ix) The Plan does not include Technical Support for damage to, or loss of, any software or data that was residing or recorded on the Covered Equipment. The Plan does not cover the recovery or reinstallation of software programs and user data.

4. How to Obtain Service and Support?

You may obtain hardware services, which include those relating to ADH coverage, and technical support by accessing the Apple website (support.apple.com/en-ae) or calling the telephone number listed below. If you call, you must provide Apple the Plan Agreement Number or Covered Equipment serial number. You need to keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan, as they will be required if there is any question as to your Covered Equipment's eligibility for coverage.

5. Service Options

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

(a) Carry-in service. Carry-in service is available for most Covered Equipment products. Return the Covered Equipment to an Apple-owned retail store location or to an 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. Once you are notified that service is complete, you will 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 50 miles (80 kilometers) radius of an Apple Authorized Onsite Service Provider. Certain parts serviceable under do-it-yourself parts service, 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) Do-it-yourself ("DIY") parts service. DIY parts service is available for many Covered Equipment parts or accessories, and this will allow you to service your own Covered Equipment. If DIY parts service is available, the following process will apply.
 - (i) Service where Apple requires return of the replaced Covered Equipment part. Apple may require a credit card authorization to serve as security for the retail price of the replacement Covered Equipment part and applicable shipping costs. If you are not able to provide credit card authorization, service may not be available to you and Apple will offer an alternative arrangement for service. Apple will ship a replacement Covered Equipment part to you with installation instructions, if applicable, and any requirements for the return of the replaced Covered Equipment part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the Covered Equipment part and shipping to and from your location. If you fail to return the replaced Covered Equipment part as instructed or return a replaced Covered Equipment part that is ineligible for service, Apple will charge the credit card for the authorized amount.
 - (ii) Service where Apple does not require return of the replaced product or part. Apple will ship you free of charge a replacement part accompanied by instructions for installation, if applicable, and any requirements for the disposal of the replaced part. Apple is not responsible for any labor costs you incur in respect to DIY parts service. Should you require further assistance, you should contact Apple at the telephone number listed below.

Apple reserves the right to change the method by which Apple may provide 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 according to country. 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.

6. Your Responsibilities

To receive service or support under the Plan, you agree to comply with each of the terms listed below.

- (i) You will provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, if requested.
- (ii) You will provide information about the symptoms and causes of the issues with the Covered Equipment.

- (iii) You will respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, the actions which were taken before the Covered Equipment experienced the issue and the steps taken to resolve the issue.
- (iv) You will follow instructions Apple gives you, including but not limited to refraining from sending Apple products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions.
- (v) You will update software to currently published releases prior to seeking service.
- (vi) You will make sure to back up software and data residing on the Covered Equipment. DURING HARDWARE SERVICE, APPLE MAY 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 OS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the OS. Third-party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the OS update. You will be responsible for reinstalling all other software programs, data and passwords.

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 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 THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE 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.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH 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 this Plan, you may call Apple at the telephone number below to do so, or you may send or fax written notice with your Plan Agreement Number to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland. 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:

- (i) 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.
- (ii) 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 (a) a cancellation fee of AED 95 or ten percent (10%) of the pro-rata amount, whichever is less, and (b) the value of any service provided to you under the Plan.

Unless applicable local law provides otherwise, Apple may cancel this Plan for fraud or material misrepresentation. Unless applicable local law provides otherwise, Apple may also cancel this Plan if service parts for the Covered Equipment are not available, upon thirty (30) days prior written notice. If 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. Notices to Apple should be made by postal mail to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland or by calling Apple. 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 early cancellation, Apple's future obligations under this Plan to you are fully extinguished.

9. Transfer of Plan

Subject to the restrictions set forth below, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (a) you transfer to the other party the original proof of purchase, the Plan's Confirmation, the Plan's printed materials and this service contract; (b) you notify Apple of the transfer by sending notice of transfer to Apple Customer Support, Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, and (c) 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

- (i) 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.
- (ii) Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.
- (iii) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.
- (iv) This Plan is offered and valid only in the United Arab Emirates. Persons who have not reached the age of majority may not purchase this Plan. This Plan is not available where prohibited by law.
- (v) 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.
- (vi) 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 or service providers in accordance with the Apple Customer Privacy Policy.
- (vii) 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 provided.
- (viii) Apple will protect your information in accordance with Apple Customer Privacy Policy available at apple.com/legal/privacy/ar. 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/ae to update your personal contact preferences or you may contact Apple at apple.com/ae/privacy/contact.
- (ix) 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.

- (x) Apple is not obligated to renew this Plan. If Apple does offer to renew this Plan, it will determine the price and terms.
- (xi) There is no informal dispute settlement process available under this Plan.
- (xii) "Apple" is Apple M E FXCO Dubai Branch a company registered in Dubai, United Arab Emirates with its registered office at Emaar Square, Building 4, Unit 302, PO Box 116977 and registration number 695998.
- (xiii) The laws of the United Arab Emirates govern Plans purchased in the United Arab Emirates. Any disputes arising out of or in connection with a Plan purchased in the United Arab Emirates, including any question regarding the existence, validity or termination of a Plan or these terms shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre.
- (xiv) Support services under this Plan may be available in English only.

Telephone Numbers

See <u>support.apple.com/en-ae/HT201232</u> for local and international numbers.

* Telephone numbers and hours of operation may vary and are subject to change.

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