

# Protect+ with AppleCare Services for iPhone

## Terms and Conditions

### 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 OR SERVICIFY 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 and conditions of the Plan, your Plan Confirmation, Plan Term (*as defined below*) (“**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 on your registered e-mail thereafter.

Benefits under this Plan are additional to your rights under applicable consumer laws, the manufacturer’s hardware warranty and any complimentary technical support. The terms of the Plan apply in the same manner whether paid for on a one-time basis (“**Single-Pay Plan**”) or on a monthly basis (“**Monthly Pay Plan**”) unless otherwise noted.

The Plan covers the following equipment (collectively, the “**Covered Equipment**”): (i) the Apple Watch, HomePod, iPad (including an Apple Pencil and an Apple-branded iPad keyboard purchased for use with your iPad, referred to as an “**iPad Input Device**”), iPhone, or the Apple- or Beats-branded headphones listed on your Plan Confirmation (“**Covered Device**”), and (ii) the accessories contained inside the original packaging of your Covered Device. The Covered Equipment must have been purchased 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 9. Covered Equipment includes any replacement product provided to You by Apple under sub-sections 2.1 or 2.2 of this Plan.

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

#### 1.1 When Coverage Begins and Ends

Coverage begins when you purchase the Plan (“**Plan Purchase Date**”) through the date (“**Coverage End Date**”) specified in your Plan Confirmation (“**Plan Term**”), unless cancelled or renewed.

This Plan can be purchased only within 07 (seven) calendar days from all Reseller channels or 60 (sixty) days post Visual Mechanical Inspection check, diagnosis (if required), and video verification from limited channels/outlets of the original purchase date of the Covered Device, subject to the Covered Device not being physically damaged and in its perfect working condition.

This service contract is created for a period of 01 (one) year from the Plan Purchase Date, and the benefits covered under this Plan will be as per clause 3 below. The service contract will be expired automatically after the completion of the Plan Term, unless renewed for a period of 01 (one) year any time before the Coverage End Date by paying of the prevailing Plan Renewal Fees. The benefits covered post renewal, revised Plan Confirmation and the revised terms and conditions will be communicated upon the completion of the renewal process.

Your Plan Term will be enabled for 02 (two) years on interfaces including but not limited to checkcoverage.apple.com, coverage details in the settings app on your Covered Device, however, the coverage in the second year is subject to successful renewal of the Plan before the Coverage End Date, by payment of applicable renewal fees. Renewal may not be offered for certain devices based on the eligibility criteria of prevailing at the time of renewal.

## **2. What is Covered in this Plan?**

### **2.1 Hardware Services 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 which uses an integrated rechargeable battery, where the capacity of the Covered Device’s battery to hold an electrical charge is less than 80% (eighty percent) of its original specifications, Apple will either: (i) repair the defect at no charge, using new parts or previously used Apple genuine 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 Apple genuine parts and has been tested and passed Apple functional requirements. All replacement products provided under this Plan will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different color) as 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. 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.

### **2.2 Services for Accidental Damage from Handling (“ADH Service”)**

If during the Plan Term you submit a valid claim by notifying Apple that the Covered Device has failed due to accidental damage from handling resulting from an unexpected and unintentional external event (such as, drops and damage caused by liquid contact) (“ADH”), Apple will, subject to your payment of the service fee described below, either (i) repair the

defect using new parts or previously used Apple genuine 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 Apple genuine parts and has been tested and passed Apple functional requirements.

**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 3 for exclusions on provision of ADH Service. The following service fees\* apply to each Service Event:

Particulars	Service fee
Apple Watch (excluding Edition and Hermès)	₹ 5,900
Apple Watch (Edition or Hermès)	₹ 6,900
HomePod	₹ 2,900
HomePod mini	₹ 1,290
iPad Pro	₹ 3,900
iPad (all other models)	₹ 3,900
iPad Input Devices:	₹ 2,500
iPhone: Screen-Only Damage:	₹ 2,500

Back Glass-Only Damage (not available on iPhone SE and iPhone models released prior to iPhone 12): ₹ 2,500

Other Accidental Damage: ₹ 8,900

Apple-branded headphones: ₹ 2,500

Beats-branded headphones: ₹ 2,500

\*Fees include applicable taxes payable by you

ADH Service for an iPad Input Device will count as a separate Service Event from ADH Service of your iPad and count towards your 02 (two) Service Events, even if both your iPad and an iPad Input Device are damaged at the same time.

For iPhone – Screen-Only or Back Glass-Only Damage, the Covered Device must have no additional damage beyond either the screen or back glass damage, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing either the screen or back glass on the Covered Device. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage.

For an iPhone with both screen and back glass damage, but no additional damage beyond the screen and back glass damage, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen and back glass on the Covered Device, separate Screen-Only and Back Glass-Only service fees will apply to the ADH Service, but only one Service Event will be counted towards your two Service Events. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage.

Screen and back glass repairs are not available on devices other than iPhones. Back glass repair is not available on iPhone SE and iPhone models released prior to iPhone 12.

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 clause 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 Apple support website at [support.apple.com](https://support.apple.com)

### **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, the term “Major Release” means a significant version of software that is commercially released by Apple in a release number format such as “1.0” or “2.0” and which is not in beta or pre-release form.

Apple Technical Support is limited to the following: (i) the Covered Equipment, (ii) the Apple-branded Operating System (“**OS**”) and Apple- or Beats-branded software applications that are pre-installed on or designed to operate with the Covered Equipment (“**Consumer Software**”), and (iii) connectivity issues between the Covered Equipment, a laptop or desktop computer, a compatible television, or other compatible wireless devices that meets the Covered Equipment’s connectivity specifications and runs an operating system supported by the Covered Equipment. Exclusions apply as described below.

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#### **2.4 iCloud+ with 50GB of Storage – Free Offer**

The valid period of the iCloud+ with 50GB of Storage – Free Offer (the “**Offer**”) begins on the date of activation of the Offer and extends until either the expiration or cancellation of the Protect+ with AppleCare Services for iPhone and/or Protect+ with AppleCare Services for iPad (the “**Offer Period**”); provided, that if you (1) activate a new or renew an existing Protect+ with AppleCare Services for iPhone and/or Protect+ with AppleCare Services for iPad and (2) sign in to iCloud with the Apple ID that was originally used to activate the Offer within 28 days of such expiration or cancellation (as applicable), the renewed Protect+ with AppleCare Services for iPhone and/or Protect+ with AppleCare Services for iPad will take the place of the former Protect+ with AppleCare Services for iPhone and/or Protect+ with AppleCare Services for iPad with respect to these terms and your Offer will remain active.

#### **Conditions of the Offer:**

1. You need to sign in to iCloud from the mobile device covered by the Protect+ with AppleCare Services for iPhone or Protect+ with AppleCare Services for iPad. iCloud is a service provided by Apple. Click here for iCloud terms of service: <https://www.apple.com/in/legal/internet-services/icloud/en/terms.html>.
2. The Apple ID used to sign in to iCloud from the covered mobile device must have India set as the iTunes’ Country/Region.
- iii. One Offer is provided for each Apple ID. Even if you have multiple covered mobile devices, the Offer will apply once to your Apple ID account.

1. Your free iCloud+ with 50GB of storage can be accessed across multiple devices on which you have signed in with the same Apple ID.

#### **Activation of the Offer:**

1. To redeem, sign into iCloud on your covered mobile device and wait for a notification prompting you to activate your Offer (can take up to 24 hours to appear from the time of activation of Protect+ with AppleCare Services for iPhone or Protect+ with AppleCare Services for iPad on your covered device).
2. If you are already subscribed to a paid iCloud+ storage plan, you may need to navigate to iCloud storage settings on your device and select the 50GB storage plan, which will show as free (click here to learn more about managing iCloud storage: <https://support.apple.com/en-in/HT204247>).
- iii. You may activate the Offer at any time following the start of your device's protection plan coverage date; provided, that such device must still be covered by the Protect+ with AppleCare Services for iPhone and/or Protect+ with AppleCare Services for iPad (e.g., such plan has not expired or been cancelled) at the time of activation.
  1. The Offer start time varies depending on the iCloud storage plan you are subscribed to before activating the Offer.
  2. If you currently are on the free 5GB storage plan, the Offer will start as soon as you activate it.
  3. If you are currently subscribed to the 50GB paid storage plan, the Offer will start as soon as you activate it. You will get a prorated refund for the remainder of your iCloud storage plan's current billing cycle, if applicable.
  4. If you are already subscribed to the 200GB or 2TB paid storage plan, the Offer will activate at the end of your current billing cycle and no refund will apply.
  5. After redeeming the Offer, you may upgrade to the 200GB or 2TB iCloud+ storage plan at any time, and you will be charged the corresponding regular monthly rate. After doing so, the Offer will no longer be accessible and the 50GB storage plan will only be available at its regular monthly rate.

#### **Termination of the Offer:**

- (1) After the Offer Period, your iCloud+ with 50GB of storage plan automatically renews and you will be charged each month at the regular monthly rate unless you cancel at least a day before the renewal date; provided, that the monthly charges will start no earlier than 28 days after the expiration of the Offer.
- (2) For clarity, upon expiration or cancellation of your Protect+ with AppleCare Services for iPhone and/or Protect+ with AppleCare Services for iPad, the Offer may expire, at which point your iCloud+ with 50GB of storage plan will automatically renew at the regular monthly rate and you will be charged at the regular monthly rate, as described directly above.

### **3.What is not Covered in the Plan?**

#### **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:

1. a)to protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment;
2. b) to conduct preventive maintenance;
3. c) to replace Covered Equipment that is lost or stolen;
4. d) to repair the 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;
5. e) to install, remove or dispose of the Covered Equipment or the equipment provided to you while the Covered Equipment is being serviced;
6. f) to repair damage caused by a product that is not Covered Equipment;
7. g) to repair any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced, modified, installed or altered by anyone other than Apple or an authorized representative of Apple;
8. h)to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;
9. i)to repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
10. j)to repair damages caused by fire, earthquake, flood, or other similar external causes;
11. k) 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;
12. l) to protect against damage caused by any civil or foreign war, invasion, rebellion, civil commotion, confiscation by the authorities, order of any government, public authority, or custom officials;
13. m)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

14. n) 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.

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

### **3.2 Technical Support**

Apple will not provide Technical Support in the following circumstances:

1. a) For use of the OS and Consumer Software as server-based applications;
2. b) For issues that could be resolved by upgrading software to the then-current version;
3. c) For third-party products or their effects on or interactions with the Covered Equipment;
4. d) For your use of a computer or OS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
5. e) For software other than the Consumer Software;
6. f) For any Consumer Software designated as “beta”, “prerelease”, or “preview”, or similar designation;
7. 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);
8. h) 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
9. i) 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.

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### **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 the 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 these options:

1. 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.
2. b) Pickup and delivery repair service: If Apple determines that your Covered Equipment is eligible for pickup and delivery repair service, Apple will arrange to pick up your Covered Equipment. Once service is complete, Apple will return the Covered Equipment or a replacement device or part to you. Apple will pay for pickup and delivery to and from your location if all instructions are followed.

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 in a country where service is available. If you seek service in a country that is not the country of purchase, you must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. or G.S.T. and other associated sales taxes and charges.

For international service, Apple may repair or exchange products and parts with comparable products and parts that comply with local standards.

## **6. Your Responsibilities**

To receive service or support under the Plan, you agree to

1. a) provide your plan agreement number and a copy of your Plan’s original proof of purchase,
2. b) provide information about the symptoms and causes of the issues with the Covered Equipment,
3. c) respond to requests for information needed to diagnose or service the Covered Equipment,
4. d) follow instructions Apple gives you,

5. e)update software to currently published releases prior to seeking service, and
6. f)backup software and data residing on the Covered Equipment.

DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT AND REFORMAT THE STORAGE MEDIA. Apple will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates.

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

**7. Assured BuyBack Complimentary Benefit**

8. a)This Protect+ with AppleCare Services Plan includes a complimentary Assured BuyBack Benefit for all plans sold on selected models of iPhone only.
9. b)Assured Buyback (“ABB”) benefit provided by Servify, guarantees buyback value for the covered iPhone in case it is one of the following (“ABB Eligible iPhone Models”): iPhone 14 Pro Max, iPhone 14 Pro, iPhone 14 Plus, iPhone 14, iPhone 13 Pro Max, iPhone 13 Pro, iPhone 13, iPhone 13 Mini, iPhone 12 Pro Max, iPhone 12 Pro, iPhone 12, iPhone 12 Mini.
10. c)ABB Benefit is valid up to 350 days from the date of purchase of your Plan for iPhone.
11. d)The Plan protects the value of your Covered Equipment, against market fluctuations.
12. e)This guaranteed buyback value can be redeemed against a purchase of new device or any other form of benefit as offered by the Apple Authorised Reseller at the time of redemption.
13. f)ABB can be redeemed from any Apple Authorised Reseller location of the Reseller from whom the Covered Equipment was originally purchased. Servify will not be liable for direct redemption of the ABB benefit with the customer.
14. g)The Assured BuyBack value of the device will be determined as mentioned in the table below subject to all Quality Specifications (“QP Specifications”) met during the redemption process –

<b>Model</b>	<b>0 – 90 Days</b>	<b>91 – 350 Days</b>
iPhone 14, iPhone 14 Plus, iPhone 14 Pro, iPhone 14 Pro Max	Not Applicable	60%*

iPhone 13 Mini, iPhone 13, iPhone 13 Pro, iPhone 13 Pro Max	Not Applicable	55%*
iPhone 12 Mini, iPhone 12, iPhone 12 Pro, iPhone 12 Max	Not Applicable	50%*
*Redemption value is calculated as a % of the Covered Equipment Invoice value as captured during the plan sale process.		

1. h) (“QP Specifications”) for redemption of the ABB benefit are listed below:
2. The original charger and charging cable of the Device need to be returned in working condition along with the original Device while availing the Assured Buyback Plan. The original charger and charging cable should be in working condition, without any body damages or missing parts. In case the Subscriber fails to provide the original box, charger and other accessories for the Device under the conditions specified above, Assured Buyback Value shall be reduced by 15% of the original Invoice Value.
3. The Device is switching on and remains in the on mode for a minimum of 10 minutes without being connected to a charger.

iii. The Serial Number or IMEI of the device submitted at the time of plan activation matches the Serial Number or IMEI on the Covered Equipment being presented for buyback.

1. Device screen and the body of the Device is not in damaged or broken condition and the original Device is in working condition.
2. There are no cracks, dents in the body of the Device or on the screen.
3. In case the device screen is found cracked or damaged INR 2500 will be deducted from the redemption value, in case the back panel is cracked or damaged INR 2500 will be deducted from the redemption value, in case the screen and back panel, both are cracked or damaged INR 5000 will be deducted from the redemption value, in case there are any other physical damages to the device and/or its body, or any liquid damage is found in the device, INR 8900 will be deducted from the redemption value.

vii. Screen lock must not active (all forms of screen locks like pattern, pin, password, fingerprint, face recognition, smart lock, etc. need to be deactivated).

viii. Find My is deactivated from the Covered Equipment and any Apple ID synced on the covered equipment is deleted. All personal information and data must be removed from the Covered Equipment.

1. In case any of the above conditions are not met, Servify, the Apple Authorised Reseller or its affiliates reserve the right to reject the Buyback Plan redemption as per its sole discretion.

2. Redemption will be rejected for any devices where the device is not switching on or dead devices.
1. i) On confirmation of the Buyback Request, the Covered Equipment along with the original in-box accessories and the original box must be handover to the Apple Authorised Reseller.

## **8.Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE, SERVIFY 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, SERVIFY 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 THE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

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

## **9.Cancellation**

### **9.1 Your Cancellation Rights**

Regardless of your method of purchase, you may cancel this Plan within 30 (Thirty) days of Plan Purchase Date for any reason only if an ADH Service has not been claimed. You must contact the Reseller from whom the Plan was purchased to cancel the Plan.

#### **Cancellations with the return of your Covered Device:**

Regardless of your Plan type, to cancel this Plan with the return of your Covered Device, go to the original sales channel of your Covered Device and Plan purchase ("**Reseller**").

#### **Other Cancellations:**

For a Monthly Pay Plan, where the plan is financed by Service Lee Technologies Private Limited ("**Servify**") or a third-party financing partner, the cancellation is subject to terms mentioned in the financing terms and conditions or the contract/terms and conditions entered by and between you and Servify or the third-party financing partner as the case maybe.

### **9.2 Apple's and Servify's Cancellation Rights**

Unless applicable local law provides otherwise, Apple or Servify 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 Effect of Cancellation**

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

## **10. 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 a written 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 and terms of finance with Servify and/or the third-party finance partner (if applicable). When notifying Apple of the transfer, you must provide the plan agreement number, the serial number of the Covered Equipment, and the name, address, mobile number and email address of the new owner.

## **11. General Terms**

1. 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.
2. b) Apple is not responsible for any failures or delays in performing its obligations under the Plan that are due to events outside of Apple's reasonable control.
3. c) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.
4. 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.

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.

1. 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.
2. 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 provided at [apple.com/en-in/HT201232](https://apple.com/en-in/HT201232).
3. h) Apple will protect your information in accordance with Apple Customer Privacy Policy available at [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/).
4. 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.
5. j) Servify and Apple are not obligated to renew this Plan. If Servify and Apple offer to renew this Plan, Servify and Apple will determine the price and terms.
6. k) There is no informal dispute settlement process available under this Plan.
7. l) As used in this plan, "Apple" refers to Apple India Private Limited, a company registered in India, with its registered office at 19th Floor, Concorde Tower C, UB City No. 24, Vittal Mallya Road, Bangalore, Karnataka, 560-001 India and company number U30007KA1996PTC019630. Apple is the legal and financial obligor under this Plan. "Beats" refers to Beats Electronics LLC (a/k/a Beats by Dr. Dre), a subsidiary of Apple Inc. producing audio products, including certain Covered Equipment under the Beats brand name. As used in this Plan, "Servify" is Service Lee Technologies Pvt. Ltd., an Indian company with its registered office at 1022, Building No. 10, Solitaire Corporate Park, Andheri East, Mumbai 400093, India.
8. m) The laws of the Republic of India govern this Plan.
9. 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.

## 12. **Telephone Numbers**

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

Write to [support@servify.com](mailto:support@servify.com) or call on 1800 123 333 888 (Toll Free). Operational from 9am to 9pm on all days for Servify support.

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