TERMS AND CONDITIONS

The following list includes an exhaustive list of plans ("**Plan/(s)**") covered under this Terms and Conditions service contract ("T&Cs") with the end customer ("**You**"/ "**Your**"):

Protect+ with AppleCare Services for iPhone
Protect+ with AppleCare Services for Mac
Protect+ with AppleCare Services for iPad
Protect+ with AppleCare Services for Apple Watch
Protect+ with AppleCare Services for HomePod
Protect+ with AppleCare Services for AirPods / Headphones
Protect+ with AppleCare Services for Apple Display
Protect+ with AppleCare Services for Apple TV

How Consumer Rights Affect this Plan

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER APPLICABLE 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/ OR TO SEEK DAMAGES IN THE EVENT OF THE NON-PERFORMANCE BY APPLE OR SERVIFY OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

1. The Plan

These T&Cs governs the services provided by Apple under the above plans and includes the terms in this Plan, 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 on your registered email ID or provided to you by the seller of the plan ("**Reseller**") or Servify, depending on the channel of your purchase from the Reseller.

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 as stated below whether paid for on a one-time basis ("**Single-Pay Plan**") or a monthly basis ("**Monthly Pay Plan**") to a financer who may offer the plan on EMI unless otherwise noted.

The Plan covers the following equipment (collectively, the "**Covered Equipment**"):
(i) the AirPods, Apple TV, Apple Watch, Beats device, HomePod, iPad (including one Apple Pencil, and/or one Apple Pencil Pro, and/or one Apple-branded iPad keyboard purchased with your iPad, to be used with, and compatible with, your covered iPad, referred to as "**iPad Input Devices**"), iPhone, or the Apple- branded Mac computer or display (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/or Apple-branded keyboard if included with the Covered Device (or purchased with a Mac mini, Mac Pro, or Mac Studio), an Apple-branded VESA mount and/or stand if included or purchased with a Mac Covered Device, Apple memory modules (RAM) and Apple USB SuperDrive ("**Mac Accessories**") if purchased with the Covered Device, and
(iii) the accessories contained inside the original packaging of your Covered Device. The Covered Equipment must have been purchased new from Apple or an Apple Authorised Reseller, or replaced by Apple under its Limited Warranty and still be covered by its Limited Warranty at the time of plan purchase. Covered Equipment includes any replacement product provided to you by Apple under Sections 2.1, 2.2, and/or 2.3 of this Plan.

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

You may see an extended Plan Term on interfaces including but not limited to checkcoverage.apple.com, coverage details in the Settings App on your Covered Device or Apple Support App, however, the coverage beyond the Plan Term as per your Plan Confirmation 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 prevailing at the time of renewal. Servify will determine the renewal eligibility criteria for your Covered Device.

You can find the price of the Plan on the original sales receipt as provided by the Reseller from whom you have purchased your 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 9, you may not sell, transfer, subcontract, delegate, or assign any of your rights under this Plan.

2. What is Covered?

2.1 Hardware Services 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 which uses an integrated rechargeable battery, that the capacity of the Covered Device's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications. See Section 2.3 for Hardware Service fulfillment details. **Exclusions to Hardware Service coverage under this Plan apply as described in Section 3.**

2.2 Services for Accidental Damage from Handling ("**ADH Service**")

ADH Service is provided 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 on iPhone, iPad, Apple Watch, AirPods, HomePod and liquid contact from spills for Mac computers and displays) ("**ADH**"). The damage must affect the functionality of your Covered Device. See Section 2.3 for ADH Service fulfillment details. **Exclusions to ADH Service coverage under this Plan apply as described in Section 3.**

2.3 Fulfillment of Hardware Coverage and ADH Services

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 have passed 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 have passed Apple functional requirements.

Service for ADH is subject to your payment of the service fee described below. Each ADH Service you receive is a "**Service Event**," subject to the service fees described below.

If Apple exchanges the Covered Device, 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 colour, with the same or enhanced technological features or capabilities) as the original Covered Device, or at Apple's option, the replacement product will be the same or more recent model but with different technological or functional features or capabilities as the original Covered Device. If Apple exchanges the Covered Device, 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 the Covered Device 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. Apple's decision on eligibility of Hardware Service or ADH Service under this Plan, will be final and binding. **Exclusions apply as described in Section 2.4 and Section 3.**

2.4 Service Fees and Service Events

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:

AirPods:	₹2,500
Apple TV:	₹1,290
Apple Watch (excluding Ultra and Edition):	₹5,900
Apple Watch Ultra:	₹6,900
Apple Watch Edition:	₹6,900
Beats:	₹2,500
HomePod mini:	₹1,290
HomePod:	₹2,900
Apple HomeView:	₹2,900
iPad:	
iPad Input Device:	
Apple Pencil:	₹2,500
Apple Pencil Pro:	₹2,500
Apple-branded iPad keyboard:	₹2,500
Screen-Only Damage (all iPad Air 11" (M4, M3, M2), iPad Air 13" (M4, M3, M2), iPad Pro 11" (M5, M4), iPad Pro 13" (M5, M4), iPad (A16), iPad mini (A17 Pro) models only):	₹2,500
Other Accidental Damage (iPad Air 11" (M4, M3, M2), iPad Air 13" (M4, M3, M2), iPad Pro 11" (M5, M4), iPad Pro 13" (M5, M4), iPad (A16), iPad mini (A17 Pro)):	₹8,900
Other Accidental Damage (all other models):	₹3,900
iPhone:	
Outer Display-Only Accidental Damage:	₹2,500
Back Glass-Only Accidental Damage (not available on iPhone SE and models released prior to iPhone 12):	₹2,500
Cover Layer-Only Accidental Damage:	₹1,900
Inner Display Accidental Damage:	₹8,900
Other Accidental Damage:	₹8,900
iPod:	₹2,500
MacBook Neo 13" (A18 Pro):	
Tier 1 ADH Service Event - Screen-Only ADH damage - External Enclosure-Only ADH damage	₹5,290
Tier 2 ADH Service Event - Other Accidental damage	₹15,900
Mac (all other models)	

Tier 1 ADH Service Event - Screen-Only ADH damage - External Enclosure-Only ADH damage	₹5,290
Tier 2 ADH Service Event - Other Accidental damage	₹15,900
Apple Display	
Tier 1 ADH Service Event - Screen-Only ADH damage - External Enclosure-Only ADH damage	₹8,900
Tier 2 ADH Service Event - Other Accidental damage	₹25,900

**Fees include applicable taxes / GST payable by you*

ADH Service for an iPad Input Device will count as a separate Service Event from ADH Service of your iPad subject to separate service event fees, even if both your iPad and an iPad Input Device are damaged at the same time. ADH Service for iPad Input Devices is limited to one iPad Input Device and/or the replacement iPad Input Device provided to you by Apple under Section 2.3 of this Plan that is used with your covered iPad.

For all iPad Screen-Only Damage claims, the iPad Screen-Only Damage Service Event fee specified above will apply to the ADH Service. The Covered Device must have no additional damage other than to the screen, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen on the Covered Device. Covered Devices with additional damage will be charged as iPad Other Accidental Damage (iPad Air 11” (M2), iPad Air 13” (M2), iPad Pro 11” (M4), iPad Pro 13” (M4), iPad mini (A17 Pro)) for the ADH Service.

iPad Screen-Only Damage repairs are only available on iPad models: iPad Air 11” (M2), iPad Air 13” (M2), iPad Pro 11” (M4), iPad Pro 13” (M4), iPad mini (A17 Pro).

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, the iPhone Screen-Only and Back Glass-Only service fees will apply to the ADH Service. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage.

Back Glass-Only Damage repairs are not available on devices other than iPhones. Back Glass-Only Damage repair is not available on iPhone SE and iPhone models released prior to iPhone 12.

For Mac and Apple Display devices 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.

Please note that if you seek service under this Plan in a country other than India, the service fee or local equivalent fee may need to be paid in that country’s currency and at that country’s applicable rate.

2.5 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 for AirPods, Apple TV, Apple Watch, Beats device, HomePod, iPad ("**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) the Apple- branded Operating System for Mac-computers and Apple Displays ("**macOS**") and Apple-branded software applications that are pre- installed on or designed to operate with the Covered Equipment ("**Consumer Software**") (iv) connectivity issues between the Covered Equipment, a laptop or desktop computer, a compatible television, or other compatible wireless device that meets the Covered Equipment's connectivity specifications and runs an operating system supported by the Covered Equipment.

Exclusions apply as described below.

2.6 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 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 new 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.

2.6.1 Conditions

(i) You need to sign in to iCloud from the mobile device covered by the Protect+ with AppleCare Services for iPhone and 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.

(ii) 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.

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

2.6.2 Activation of the Offer

(i) 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).

(ii) 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.

(iv) The Offer start time varies depending on the iCloud storage plan you are subscribed to before activating the Offer.

(a) If you currently are on the free 5GB storage plan, the Offer will start as soon as you activate it.

(b) 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.

(c) 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.

(v) 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.

2.6.3 Termination of the Offer

(i) 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.

(ii) 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?

3.1 Hardware Service and ADH Service

Hardware Service and ADH Service may be restricted to the country where the Covered Equipment was originally purchased.

Hardware Service or ADH Service will not be provided 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 conduct preventative maintenance;
c) to replace Covered Equipment that is lost or stolen;
d) to repair damage caused by reckless, abusive, wilful or intentional conduct, or any use of the Covered Equipment in a manner not intended for normal use;
e) to repair damage including excessive physical damage, e.g. Covered Equipment that have been broken into independent pieces, has missing pieces, crushed, bent, or Mac-computer submerged in liquid, damage caused by reckless, abusive, wilful or intentional conduct, or any use of the Covered Equipment in a manner not intended for normal use;

f) to repair or replace the Covered Equipment with excessive physical damage beyond structural integrity of the Covered Equipment;
g) to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;
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 any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced (including for upgrades and expansion), modified, installed or altered by anyone other than Apple or an authorized representative of Apple or an Apple Authorised Service Provider;
k) to repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
l) to repair damages caused by fire, earthquake, flood, or other similar external causes;
m) 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;
n) to protect against damage caused by any civil or foreign war, terrorism, invasion, rebellion, civil commotion, confiscation by the authorities, order of any government, public authority, or custom officials;
o) 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
p) 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 or an Apple Authorised Service Provider, as the case may be, 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

Technical Support will not be provided in the following circumstances:

a) For use of the OS and Consumer Software as server-based applications;
b) 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;
c) For issues that could be resolved by upgrading software to the then-current version;
d) For third-party products or their effects on or interactions with the Covered Equipment; the OS; the MacOS; or the Consumer Software;
e) For your use of a computer or OS / MacOS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
f) For software other than the MacOS or Consumer Software;
g) For any Consumer Software designated as “beta,” “prerelease,” or “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);
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.
k) 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 reaching out to Apple Support via Call or Chat or visiting any Apple Authorised Service Provider.

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

Hardware or ADH Service will be provided 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 to an Apple-Authorized Service Provider ("**AASP**") that offers carry-in service. Service will be performed for you at the store or AASP, as the case maybe. Further, the store, or the AASP may send the Covered Equipment to an Apple Repair Service ("**ARS**") site for service. You must promptly retrieve the Covered Equipment, upon You being notified of the completion of service by the AASP or the store, as the case maybe.

(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. Pickup and delivery repair service eligibility is determined by Apple Support when you call them to obtain service options. Mac-computers and Apple Display products are not eligible for pick-up and delivery service.

(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 an 80 kilometres radius of an Apple Authorized 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 **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 the 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 and portable computers. 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.

The method by which repair or replacement service is provided to you and your Covered Equipment may change from time to time.

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 (i) provide 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 or AASP 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 MAY DELETE THE CONTENTS OF THE COVERED EQUIPMENT AND 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 or MacOS (as the case may be) updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the OS or MacOS (as the case may be). Third-party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the OS or MacOS (as the case may be) 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, SERVIFY AND 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 THEIR OBLIGATIONS UNDER THESE T&Cs OR PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF SERVIFY AND APPLE AND ITS EMPLOYEES' AND AGENTS' LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THESE T&Cs OR PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN.

ANY SERVICE UNDER THESE T&Cs OR PLAN DOES NOT WARRANT THAT (i) COVERED EQUIPMENT WILL BE REPAIRED OR REPLACED WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) MAINTAINING THE CONFIDENTIALITY OF DATA, OR (iii) THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Cancellation

8.1 Your Cancellation Rights

Your cancellation rights depend on the original sales channel of your Plan purchase.

(i) **For Single-Pay Plans:**

You may cancel this Plan only within thirty (30) days (including the date of purchase) for any reason to receive a full refund by going to the original sales channel of your Plan purchase. A full refund will be processed by the Reseller as long as no services or claims are obtained under this Plan. Cancellation of the Plan after 30 days is not permitted. Exclusions as below.

In case you purchase your Covered Device along with a Plan from online marketplace, cancellation rules will be applicable as published on the marketplace at the time of purchase.

(ii) **For Monthly Pay Plans:**

If your Monthly Pay Plan is financed by a third party, contact the financing entity to cancel your Plan. Servify may return any refund owed to the financing entity or the Reseller who paid for your Plan, as the case may be.

Unless applicable local law provides otherwise, 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 Servify cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

8.2 Effect of Cancellation

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

9. Transfer of Plan

This plan is not transferable under any circumstances. In case your Covered Equipment was replaced, the coverage will be automatically transferred to the replaced device before the replaced devices is delivered to you by Apple or AASP.

10. General Terms

(a) Servify 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) Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside of 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) You agree that any information or data disclosed under this Plan is not confidential or proprietary to you. Furthermore, you agree that Servify and Apple (on behalf of Servify) 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 Servify Customer Privacy Policy and Apple Customer Privacy Policy.

(f) **You agree that Servify, its affiliates or service providers (including Apple) may use and process your name, device serial number, contact information, repair history and other personal information that it or its 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 these T&Cs; (ii) ensuring service quality; and (iii) communicating with you regarding your Plan, related financial transactions, and services and support provided under these T&Cs. For such purposes, you agree that this may include the transfer of your personal information between the aforementioned entities, its affiliates and service providers.**

(g) 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 Servify's entire understanding with respect to the Plan.

(h) Servify, or the Reseller are not obligated to renew this Plan. If any party does offer to renew this Plan, the price and terms will be communicated to you on the registered email ID submitted at the time of Plan purchase, to the Reseller. Any such renewal will be subject to you paying the renewal price and agreeing to the terms of the renewal plan.

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

(j) As used in this plan,

"**Servify**" refers to **Service Lee Technologies Private Limited**, a company registered in India, with its registered office at 1022, Building No 10, 2nd Floor, Solitaire Corporate Park, Chakala, Andheri (E), Mumbai – 400 093, Maharashtra, India and company number: U74120MH2015PTC265511. Servify is the service fulfilment partner of this Plan.

"**Apple**" refers to **Apple India Private Limited**, a company registered in India, with its registered office at Floor 13, Prestige Minsk Square, Municipal No 6, Cubbon Road, Bengaluru – 560 001, Karnataka, India and bearing company identification number: U30007KA1996PTC019630. Apple is the Original Equipment Manufacturer of the Covered Equipment of this Plan and is appointed by Servify to fulfil the service obligations 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.

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

(l) 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/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.