

Important – please read carefully

This Customer Agreement (“**Agreement**”) constitutes a legally binding contract between Samsung Asia Pte Ltd (“**Samsung**”) and you (“**You**”) and governs Your use of the Samsung Concierge Service (“**Service**”).

By subscribing to the Service, You agree to the terms of this Agreement. If You do not agree with these terms and conditions, You must not accept this Agreement and may not use the Services.

Customer Agreement for Samsung Concierge Service

1. This Customer Agreement (“**Agreement**”) for Samsung Concierge Service (“**Service**”) is entered into between you (the “**Customer**”) and Samsung Asia Pte Ltd (“**Samsung**”) based on the following terms and conditions.
2. To subscribe to the Service, Customer must:
 - 2.1 purchase the Service from any M1 Retail Shop, M1 Exclusive Retailer or through other M1 participating channels in Singapore;
 - 2.2 purchase the Service at the time of subscribing to a new 2-year postpaid mobile plan with M1 as an individual subscriber or under the Corporate Individual Scheme and with purchase of an eligible Samsung mobile device as determined by M1 and Samsung (“**Device**”) under a device agreement (the mobile plan and the device agreement shall collectively be referred to as the “**Mobile Plan**”); and
 - 2.3 intend to use the Device with the Mobile Plan.
3. The Service shall comprise the following:
 - 3.1 **Waiver of Early Re-contract Charge**

Customer shall be eligible to receive from M1 a waiver of the early re-contract charge on the following terms:

- 3.1.1 The early re-contract charge will be waived up to the following amounts:

Months from the date of Device Purchase Date	Waiver Amount (inclusive of GST)
From the 12th month to end of the 20th month	\$250 or the prevailing early re-contract charge, whichever is higher
From the 21st month	\$0

- 3.1.2 Samsung will ensure that M1 waives the early re-contract charge up to the amount set out in Clause 3.1.1, if:
 - (a) from the 12th month to the end of the 20th month of the original Mobile Plan, Customer:
 - (i) re-contracts with M1 for a new Mobile Plan with a 2 year minimum subscription period with purchase of a new eligible

Samsung premium mobile phone (eligible model to be determined by M1 and Samsung); and

(ii) re-subscribes to the Samsung Concierge Service for a new term; and

(b) Customer returns the Device that was originally purchased from M1 under the Mobile Plan, and provided that:

(i) the Device is in Good Working Condition. The Device shall be considered to be in "**Good Working Condition**" if the Device meets the following criteria:

Device IMEI tallies with Samsung's / M1's system
No physical damages or cracked screen (such as badly dented or cracked chassis)
No liquid damage
Device can be powered on & off
Device's battery is intact
Device is able to be charged
Device is free of missing or disassembled parts

(ii) Customer has logged out from Samsung Account and has turned off "Find my Mobile" (<https://findmymobile.samsung.com>);

(iii) factory reset has been performed on the Device;

(iv) Customer has removed the SIM Card and MicroSD Card (if any) from the Device; and

(v) Customer agrees to transfer ownership and title of the Device to Samsung.

3.1.3 M1 shall have the sole discretion to determine whether the Device returned, is in Good Working Condition.

3.1.4 If the Device returned does not meet the abovestated requirements, M1 may reject the Device and Customer will not be entitled to the waiver of the early re-contract charge.

3.1.5 Customer will not be entitled to the waiver of the early re-contract charge if the Customer's Mobile Plan has been:

(a) terminated by Customer or M1;

(b) migrated to a pre-paid mobile plan;

(c) is transferred to another person; or

(d) suspended by Customer or M1 for any reason.

3.2 30-day 1-for-1 Exchange

3.2.1 Customer may, within the first 30 days from the date of purchase of the Device, request from Samsung for a 1-for-1 exchange of the Device for any defects that are assessed by Samsung to be a functional failure due to mechanical or electrical damage of the Device (such as hardware failure or malfunction). For the avoidance of doubt, a "**functional failure**" includes No Power, Hang, Auto Off, No Display, No Vibration, Faulty Charging, Faulty LCD panel, Faulty Touch Screen, Faulty Mech Key, Faulty S. Pen, Faulty Sim Card Recognition, Faulty Sim Tray, Faulty LED Light, Faulty Back Light, Faulty Sound, Faulty Microphone, Faulty Sensors, Faulty Bluetooth[®], Faulty WiFi[®], Faulty Camera, but shall exclude:

- (a) Missing accessories or external parts of the Device;
- (b) Cosmetic damage to outer surface/finishing and external parts of the Device, including without limitation cracks, dents or scratches on the exterior casing, screen, camera lens, buttons and other attachments;
- (c) Deterioration of the Device due to normal wear and tear, including without limitation rust or stains; or
- (d) General maintenance, password reset assistance, routine servicing and cleaning, updating/upgrading of software, installation of software or applications, product demonstration, or any other service other than repair.

3.2.2 Customer may choose to effect the exchange at any of these Samsung Customer Service Centers:

- (a) Plaza Singapura (8 Orchard Road, #B2-23 Singapore 238839);
- (b) Westgate (3 Gateway Drive #02-01 Singapore 608532); or

Samsung reserves the right to amend the exchange locations from time to time.

Please call 1800-SAMSUNG (726-7864) to inquire on the current list of exchange locations.

3.2.3 Samsung can only perform the exchange on the same Device that was originally purchased from M1 under the Mobile Plan. Exchange units are provided on a "while stocks last" basis, and Samsung reserves the right to exchange the Device for a new device of similar color or specification.

3.2.4 Customer shall:

- (a) consent to Samsung contacting M1 to verify that the Device is the same Device originally purchased from M1 under the Mobile Plan;
- (b) log out from Samsung Account and turn off "Find my Mobile" service (<https://findmymobile.samsung.com/login.do>);
- (c) perform factory reset on the Device;

- (d) remove the SIM Card and MicroSD Card (if any) from the Device; and
- (e) transfer ownership and title of the Device to Samsung.

3.3 1-Time Free Onsite Service/Repair

3.3.1 Customer may, within the first 12 months from the date of purchase of the Device, request to Samsung for one-time free onsite service/repair for the Device.

3.3.2 The free onsite service/repair will be provided based on the following terms:

- (a) Customer shall call 1800-SAMSUNG (726-7864) to make an appointment and to determine if Customer is eligible for the free onsite service/repair.
- (b) Onsite service/repair service is available within mainland Singapore and Sentosa, with the exclusion of areas that are remote or restricted zones, or places that require security pass/ clearance, such as: Pulau Ubin, Jurong Island, military camps, prisons, Alps Avenue, Changi Cargo Complex, ferry terminals, Airport Link, Tuas View Extension etc. In addition, Samsung will not provide onsite service/repair at MRT stations, shopping centers or any other public places. The decision on suitability of service/repair location is at Samsung's sole discretion.
- (c) Onsite service/repair shall be performed during the hours of 10.00am ~ 8.00pm on Mondays to Sundays (excluding Public Holidays).
- (d) Samsung shall treat the free service/repair as fully redeemed if Customer:
 - (i) fails to cancel or postpone the appointment at least 2 hours prior to the appointed time, or
 - (ii) misses the appointment.
- (e) If the onsite service/repair cannot be completed within 2 hours, Samsung will:
 - (i) arrange for the Device to be serviced/repared at a Samsung Customer Service Center;
 - (ii) if requested by Customer, provide to Customer a loan device for the service/repair duration, subject to availability; and
 - (iii) bear the cost of pick-up and return of the Device between the Samsung Customer Service Center and Customer's location.

3.3.3 Subsequent onsite service/repairs will be chargeable at the rate as notified by Samsung to Customer at the time of booking of appointment, which can be arranged by calling 1800-SAMSUNG (726-7864).

3.3.4 Parts and labor for Devices that are eligible for in-warranty service/repair will be borne by Samsung. Parts and labor for Devices that are not eligible for in-warranty service/repair (i.e., service/repair falls outside of Samsung's product

warranty) are chargeable at Samsung's out-of-warranty rates. Cost of out-of-warranty service/repair must be agreed by Customer prior to commencement of service/repair. Customer shall pay the cost of the out-of-warranty service/repair directly to the technician. The terms of Samsung's product warranty are found at <http://www.samsung.com/sg/support/warranty/>.

3.3.5 Onsite formalities: Prior to performing the onsite service/repair:

- (a) the technician will verify that the person requesting service/repair is the same person that is enrolled with the Service;
- (b) the technician will inspect the Device to determine that it is eligible for onsite service/repair, for example that the Device has not been tampered with or subject to unauthorised repair, Device has not been rooted, or there is no physical damage or liquid damage;
- (c) Customer must agree in writing to Samsung's standard repair terms and conditions; and
- (d) Customer must execute Samsung's standard waiver of data loss during service/repair. Customer shall ensure that all data in the Device has been fully backed up prior to service/repair.

3.3.6 Upon completion of the onsite service/repair:

- (a) the technician will explain to the Customer the service/repair that has been performed to the Device and verify with the Customer that the reported fault has been rectified; and
- (b) Customer must sign on the job sheet to acknowledge that:
 - (i) the service/repair has been performed to Customer's satisfaction and is complete; and
 - (ii) any subsequent issues arising from the same fault will be treated as a new case and will not be eligible for free onsite service/repair.

3.4 **Data Switching Service**

3.4.1 Customer may, within the first 12 months from the date of purchase of the Device, request from Samsung for assistance to transfer data using Samsung Smart Switch, directly or indirectly through a device such as a PC:

- (a) from Customer's existing mobile device to the Samsung Device;
- (b) from the Customer's current Device to a replacement Device or to a new registered Device.

For more details on Smart Switch, please refer to <http://www.samsung.com/sg/support/smarts witch/>.

3.4.2 Samsung and M1 shall not be liable for any loss, destruction or corruption of data during the data transfer. Customer shall ensure that all data is fully backed up

prior to data transfer. Prior to performing the data transfer service, Customer must execute Samsung's standard waiver of data loss during data transfer.

3.5 **One-Time 50% Discount for Out-of-Warranty Repair**

- 3.5.1 Customer shall, within the first 12 months from the date of purchase of the Device, be entitled to a one-time 50% discount off Samsung's normal repair rates for parts and labor (before GST) in respect of out-of-warranty repair performed on the Device, such as cracked screen, liquid damage, cosmetic repair, wear and tear, software restoration etc.
- 3.5.2 The 50% discount is available only after the 30th day from the date of purchase of the Device. Customer may utilize the 50% discount for out-of-warranty repair during the free onsite repair or at a Samsung Customer Service Center.
- 3.5.3 Out-of-warranty repair formalities: Prior to performing the discounted out-of-warranty service/repair, Samsung's call agent or technician will:
 - (a) verify that the person requesting service/repair is the same person that is enrolled with the Service;
 - (b) provide an estimated quote (before 50% discount) to Customer, which must be accepted before commencement of repair at Samsung Customer Service Center or dispatch of onsite technician to Customer's location (in the case of onsite repair);
 - (c) require the Customer to agree in writing to Samsung's standard repair terms and conditions; and
 - (d) require the Customer to execute Samsung's standard waiver of data loss during service/repair. Customer shall ensure that all data in the Device has been fully backed up prior to service/repair.
- 3.5.4 Upon completion of the out-of-warranty repair, Customer shall pay the repair costs (parts and labour) to the Samsung Customer Service Center or to the onsite technician.

4. **Service Request**

- 4.1 To make a service request under Samsung Concierge, please contact Samsung at 1800-SAMSUNG (726-7864). Samsung may verify with M1 that Customer has subscribed to the Service before any Service can be offered.

5. **Miscellaneous**

- 5.1 The Service is provided alongside to Samsung's standard product warranty terms and conditions. The terms of Samsung's product warranty can be found at <http://www.samsung.com/sg/support/warranty/>.
- 5.2 The Service fee, once paid is not refundable, even if no claims under the Service have been made by Customer, or if the Customer has not consumed all of the Service.
- 5.3 The Service is personal to the named subscriber of the Mobile Plan, and is not transferable to another person. Customer may transfer the Service from the Device to

another Samsung device ("**Replacement Device**") due to an exchange under this Customer Agreement or by Samsung under the manufacturer's warranty, provided always that the Replacement Device is the same model as the Device.

- 5.4 To the fullest extent permitted by law, Samsung and M1 shall not be in any way liable for any consequential, incidental, indirect, special or similar damages whatsoever arising from or in connection with the use, inability to use or performance of the Service, including without limitation loss of revenue, loss of profits, loss of opportunity, loss of business, loss of goodwill, loss of reputation, failure to realize savings or other benefits, loss of use of the Service or the Device, loss of or damage to other property due to the malfunction of the Device, costs of substitute equipment, loss due to downtime cost, costs of recovering, reprogramming or reproducing any program or data stored in or used with a system containing the Service or the Device, or loss, damage, corruption or compromise of data, whether due to breach of warranty, strict liability, product liability, the negligence of Samsung or M1, or otherwise, even if Samsung or M1 is aware of the possibility of such damages. Samsung and M1 do not exclude or limit liability for personal injury or death resulting from respective negligence of Samsung or M1.
- 5.5 The Service shall immediately terminate if:
- 5.5.1 Customer has breached this Customer Agreement;
 - 5.5.2 Customer has abused the Service or has used the Service in a manner that is fraudulent, illegal or related to any criminal activity;
 - 5.5.3 Customer has provided Samsung or M1 with incorrect or false information;
 - 5.5.4 Customer's Mobile Plan has been:
 - (a) terminated by Customer or M1;
 - (b) migrated to a pre-paid mobile plan;
 - (c) is transferred to another person; or
 - (d) suspended by Customer or M1 for any reason.
- 5.6 As a prerequisite to enrolling and using these Services, Customer consents to Samsung collecting Customer's personal data (including any data relating to the Customer's Mobile Plan and/or devices) through M1 as their data intermediary to enable Samsung to provide the Service to Customer and for analytical / statistical purposes, and such other purposes with Customer's consent. Samsung's use of Customer's personal data is governed by Samsung's Privacy Policy (<http://www.samsung.com/sg/info/privacy.html>).