

SAMSUNG CARE+ FOR BUSINESS TERMS AND CONDITIONS

1. TERMS, ACCEPTANCE AND INTERPRETATION

- 1.1 These terms and conditions (**Terms**) set out the agreement between you and **Samsung** (the **Agreement**) in relation to your purchase and use of **Samsung Care+ For Business** (the **Program**).
- 1.2 You acknowledge that you have read and fully understood these **Terms**. Your use of the **Program**, upon the **Start Date**, constitutes acceptance to be bound by these **Terms** as may be amended from time to time in accordance with clause 10.1.
- 1.3 Words and phrases which appear in bold are defined in the context which they appear or in the definition clause 12 below.
- 1.4 A reference to “you” and “your” means the **Business** who seeks to enroll or has enrolled for the **Program**.
- 1.5 *Australian Consumer Law and Consumer Guarantees*
 - 1.5.1 Our goods and services, including **Samsung Care+ For Business**, come with statutory consumer guarantees that cannot be excluded under the Australian Consumer Law. If your **Registered Device** (which includes a **Like Mobile Device** received under a **Swap**) suffers a defect or failure which is covered by a consumer guarantee, you are entitled to a repair, replacement or refund (at **Samsung’s** discretion) for a minor failure or a refund or compensation for a major failure.
 - 1.5.2 When you request a **Swap** under **Samsung Care+ for Business**, we will ask you to provide information about your **Registered Device** to determine if there is a defect or failure that is covered under a consumer guarantee. Any remedy under the Australian Consumer Law will not be considered a **Swap** under this Agreement and will not count towards your **Swap Allowance**.

2. PROGRAM OVERVIEW

- 2.1 Subject to these **Terms**, **Samsung Care+ For Business** permits you to exchange your **Registered Devices** for **Like Mobile Devices** during the term of your **Subscription** up to your **Swap Allowance**.
- 2.2 *Eligibility Criteria* – In order to apply for enrolment for the **Program** for your **Eligible Devices** you must:
 - 2.2.1 provide your company or business name, ABN and company email address;
 - 2.2.2 nominate an **Administrator** for your **Account**;
 - 2.2.3 pay the **Enrolment Fee** for each **Eligible Device** you are enrolling in the **Program**;
 - 2.2.4 meet the minimum **Eligible Device** requirements as set out in clause 2.5.
- 2.3 *Time of application* – You must make your application either:
 - 2.3.1 at the time you purchase your **Eligible Devices**; or
 - 2.3.2 up to 30 days after you purchase your **Eligible Devices**.
- 2.4 *Acceptance and rejection*

- 2.4.1 The **Start Date** of your **Subscription** to the **Program** begins on the date specified when ordering your license for your total **Eligible Devices**. If your application to enroll in the **Program** is unsuccessful, the **Samsung Care+ For Business Portal** will inform you of the results.
- 2.4.2 Your application will be unsuccessful:
- (a) if you have previously been rejected or terminated from the **Program** or service similar to the **Program**;
 - (b) you do not meet the Eligibility Criteria in clause 2.2; or
 - (c) for any other reason within **Samsung's** reasonable discretion.
- 2.4.3 Upon enrolment into the **Program**, each **Eligible Device** you have enrolled will become a **Registered Device**.
- 2.5 Minimum Eligible Device requirements** – To enroll in the Program, you are required to have a minimum of fifty (50) **Eligible Devices**. If at any time during the **Program Term**, your total number of **Registered Devices** falls below fifty (50), you shall be deemed to be in breach of the **Program** conditions and your **Subscription** may be cancelled by **Samsung**, acting reasonably, pursuant to Section 7 – Term and Termination.
- 3. FEES**
- 3.1 Enrolment Fee** – For each **Eligible Device** you are enrolling in the **Program**, you must pay the applicable fee provided to you immediately prior to your application for enrolment (**Enrolment Fee**). The **Enrolment Fee** can be paid upfront.
- 3.2 Device Non-Return Fee (Registered Device)** – For each **Swap Request**, you must return the **Registered Device** (using the reply-paid envelope) to Samsung within 14 days of receipt of a **Like Mobile Device** or you will incur a **Device Non-Return Fee**. You will be advised of the amount of the applicable **Device Non-Return Fee** when you make a **Swap Request**. You will be charged by invoice on our behalf by our service provider, **Asurion**, for any **Device Non-Return Fees** you incur.
- 3.3 Device Non-Return Fee (Like Mobile Device)** – If you are supplied a defective **Like Mobile Device** pursuant to a **Swap Request** and you are sent a second **Like Mobile Device** as a substitute, you must return the first Like Mobile Device to Samsung within 14 days of its receipt, using the reply-paid envelope provided to you. If you do not, you will be charged a **Device Non-Return Fee**. You will be advised of the amount of the applicable **Device Non-Return Fee** when you make a **Swap Request**. You will be charged by invoice on our behalf by our service provider, **Asurion**, for any **Device Non-Return Fees** you incur.
- 3.4 Incorrect Device** - If the **Device** you return pursuant to a **Swap Request** does not correspond to one of your **Registered Devices** (model and IMEI), then you must return the correct **Registered Device** (at your own cost) within 7 days of receipt of a notice from **Samsung** to do so. If you fail to do so, you will be charged a **Device Non-Return Fee**. You will be advised of the amount of the applicable **Device Non-Return Fee** when you make a **Swap Request**. You will be charged by invoice on our behalf by our service provider, **Asurion**, for any **Device Non-Return Fees** you incur. You may request **Samsung** to return the incorrect device to you at your cost.
- 3.5 Inoperable Device** – If you return a **Registered Device** as part of a **Swap** and it is:
- 3.5.1 disabled or locked (including IMEI blocked) and **Samsung** is not able to remedy this;

- 3.5.2 has missing, customised or non-original parts,
(either, an **Inoperable Device**), your **Swap Request** will be cancelled. If a **Like Mobile Device** has already been dispatched to you, **Samsung** will take reasonable steps to contact you and request that you, within 14 days:
- 3.5.3 unlock or enable the **Inoperable Device** or take other steps to make the device operable; or
- 3.5.4 return the **Like Mobile Device**.
- 3.6** If you do not comply with clause 3.5.3 or 3.5.4 (as the case may be), you will be charged by invoice on our behalf by our service provider, **Asurion**, for an **Inoperable Device Fee** and any delivery fees incurred by **Samsung** to return the Inoperable Device to you.
- 3.7** *Modified Devices* – If the **Device** or **Devices** you return pursuant to a **Swap** have been subject to **Modification**, then **Samsung** will:
- 3.7.1 reject the **Swap Request** at the time the **Registered Device** is received, and your **Swap Request** will be considered cancelled. Your cancelled **Swap Request** will not count towards your **Swap Allowance**.
- 3.7.2 upon your request, return the **Registered Device** to you at your cost.
- 3.8** *GST* – All fees set out in this clause 3 and throughout these **Terms** are inclusive of GST. In the event of a change to the rate of GST, **Samsung** reserves its right to adjust the **Fees** and prices accordingly.
- 4. SWAP REQUESTS**
- 4.1** During the term of your **Subscription**, you may make **Swap Requests** in respect of your **Registered Devices** at any time and for any reason provided you:
- 4.1.1 have not exceeded your **Swap Allowance**; and
- 4.1.2 in respect of any past **Swap Requests** made under your **Subscription**, you have returned each **Registered Device** on each occasion you have received a **Like Mobile Device** or otherwise paid the **Device Non-Return Fee** on each occasion you have received a **Like Mobile Device**.
- 4.2** You may make a **Swap Request** by using the **Samsung Care+ For Business Portal**.
- 4.3** Your **Swap Request** will only be accepted if:
- 4.3.1 it is lodged by your **Administrator**;
- 4.3.2 the **IMEI** of the **Registered Device** and **Account** name correspond with the information given to **Samsung** by you at enrolment
- 4.3.3 you provide any additional information reasonably requested by **Samsung**, including in the form of a signed confirmation or acknowledgment;
- 4.3.4 you have not exceeded your **Swap Allowance**;
- 4.3.5 the **Swap Request** is not for a **Device Accessory**;
- 4.3.6 the **Registered Device** has not been the subject of **Modification**; and

4.3.7 **Samsung** reasonably believes that you are not using the **Program** in a manner which is, or is reasonably believed to be (i) fraudulent, illegal or related to any criminal activity, or (ii) intended to make a commercial gain.

4.4 *Information* - When you make a **Swap Request**, you are not required to establish that your **Registered Device** is broken or damaged.

5. OTHER SWAP CONDITIONS

5.1 *Preparation* – You must ensure that any personal lock features and any corporate security software (e.g. Mobile Device Management) on your **Registered Device** are turned off by the **Asset User** before returning the **Registered Device** via the pre-paid envelope provided to you.

5.2 *Title and rights* - Title in and any rights to the **Registered Device** shall be transferred to **Samsung** on the **Acceptance Date** of your **Swap Request** relating to that **Registered Device**. You hereby assign to **Samsung** all associated rights and benefits of any **Samsung** warranty. You shall not transfer, sell, hire or otherwise deal with the **Registered Device** in a manner that is not consistent with the ownership rights of **Samsung**.

5.3 *Samsung actions* – **Samsung**, as the owner of the previous **Registered Device**, may take any other action consistent with ownership of the previous **Registered Device** that it deems necessary including informing the police and any other relevant law enforcement authorities to assist in recovery of the previous **Registered Device**.

5.4 *Data left on Device and transfer* – **Samsung** is not responsible for any data you, or the **Asset User**, leave on a **Registered Device** and **Samsung** will not transfer any such data or information between the **Registered Device** and the **Like Mobile Device**.

5.5 *No representation or warranty* – **Samsung** makes no representation or warranty that any **Like Mobile Device** will be identical, of the same colour or offer the same functionalities as the **Registered Device**.

6. DELIVERY

6.1 *Address* – Except in relation to international delivery pursuant to clause 6.6, the delivery must be to your business address, or a nominated **Asset User** address. **Samsung** will not deliver a **Like Mobile Device** to any public place or P.O. Box.

6.2 *Timeframes* – A **Like Mobile Device** will be dispatched to you on the same **business day** that you submit a **Swap Request**, provided we receive and approve your **Swap Request** by 3pm AEST/AEDT on a **Business Day** and a **Like Mobile Device** is available in stock.

6.3 *Backorders* – If a **Like Mobile Device** is not available in stock at the time you make a **Swap Request**, we will place a priority backorder request for a **Like Mobile Device**.

6.4 *Bulk Swap Requests* – If you submit a **Swap Request** for 20 or more **Registered Devices**, the timeframes as stated in clause 6.2 may not apply. Each **Swap Request** will be processed and shipped individually.

6.5 *Costs* – Standard deliveries to an address in Australia will be made at no charge to you.

6.6 *International delivery*

6.6.1 If you make a **Swap Request** for delivery to a location outside of Australia, a **Like Mobile Device** will be delivered to you by **Courier** at your cost. You must pay the delivery costs by **Credit Card** at the time of your **Swap Request**.

6.6.2 You must return (at your cost) your **Registered Device** to **Samsung** within 21 days of receipt of your **Like Mobile Device** or a **Device Non-Return Fee** will be charged. You will be advised of the amount of the **Device Non-Return Fee** when you make a **Swap Request**. You will be charged by invoice on our behalf by our service provider, **Asurion**, for any **Device Non-Return Fees** you incur.

6.7 The **Like Mobile Device** will not be delivered in original packaging.

6.8 *Acknowledgement* – You acknowledge that:

6.8.1 the **Program** is not intended to be used for commercial gain;

6.8.2 **Samsung** will delete all data on the previous **Registered Device(s)** without reference to you or the **Asset User**;

6.8.3 upon acceptance of the **Swap Request**, title in the **Registered Device(s)** is transferred to **Samsung** in accordance with clause 5.1; and

6.8.4 where your **Registered Device** is replaced under a warranty claim or pursuant to any statutory consumer guarantee, you must contact **Samsung** through the **Samsung Care+ For Business Portal** to advise us of the replacement **IMEI** number.

7. TERM AND TERMINATION

7.1 Your **Program Term** commences from the **Start Date** until it is terminated in accordance with this clause.

7.2 *Termination by you* – You can terminate your **Subscription** to the **Program** in the following circumstances:

7.2.1 if all your **Registered Devices** have been subject to a recall and are required to be returned to **Samsung**;

7.2.2 you have exercised a right under the Australian Consumer Law and have rejected or elected to return all your **Registered Devices** to **Samsung** for a refund;

7.2.3 if one or more of your **Registered Devices** are recalled by **Samsung** or returned to **Samsung** by you exercising a right under the Australian Consumer Law, and this results in you no longer meeting the minimum **Eligible Device** requirements.

If you elect to terminate your **Subscription** in accordance with clause 7.2, your **Samsung Account Manager** will discuss with you any available refund options in relation to your **Subscription**.

7.3 *Termination by Samsung* – **Samsung** may immediately terminate your **Subscription** to the **Program** and the **Agreement** at any time if you no longer meet the minimum **Eligible Device** requirements in clause 2.5 or **Samsung** reasonably believes that:

7.3.1 you are using the **Program** (whether intentionally or not) in a way that may adversely impact the reputation of **Samsung**;

7.3.2 you are using the **Program** in a manner which is, or is reasonably believed to be:

(a) fraudulent, illegal or related to any criminal activity; or

(b) intended to make a commercial gain;

7.3.3 you have breached, or are likely to breach, these **Terms**;

- 7.3.4 you become insolvent;
- 7.3.5 you have provided **Samsung** with incorrect, false or incomplete information;
- 7.3.6 you have not paid any amounts due to **Samsung** under these **Terms** for a period exceeding 30 days from its due date; or
- 7.3.7 you are likely to create imminent harm or harass or are abusive to any personnel of **Samsung** and its service providers, sub-contractors and agents.

7.4 *Consequences of termination*

- 7.4.1 *No reactivation* – If your subscription to the **Program** has been terminated it cannot be reactivated.
- 7.4.2 *Swap Requests* – If you have made a **Swap Request** which is not fulfilled as at the time of the termination, the **Swap Request** may be cancelled.

8. **CHANGE OF REGISTERED DEVICE**

8.1 Your **Registered Devices** will not change except for:

- 8.1.1 a change made pursuant to a **Swap**; or
- 8.1.2 the exchange of a **Registered Device** under a warranty scheme or statutory consumer guarantee.

8.2 You must inform **Samsung** through the **Samsung Care+ For Business Portal** of any change under clause 8.1 and provide proof of the exchange where necessary in order for **Samsung** to update its records with the **IMEI** of the new **Device**, from which time the new **Device** will become the **Registered Device**.

9. **DATA PRIVACY**

The Samsung Personal Data Protection Policy which may be found at <https://www.samsung.com/au/info/privacy/> or such other link as may be notified by **Samsung** from time to time (**PDP Policy**), applies to the **Program**.

10. **MISCELLANEOUS**

- 10.1 *Changes* – The features and services of the **Program**, these **Terms** and the **Fees** are subject to change. **Samsung** will notify you of any changes that are likely to be of material detriment to you through the **Website**. The latest version of these Terms will be made available on the **Website**.
- 10.2 *Service providers, contractors and third parties* – Samsung has appointed **Asurion** to provide services in respect of the operation of the **Program**, including dealing with all customers, the provision of **Like Devices** and processing payments on Samsung's behalf. **Samsung** may also use other third parties in respect of the **Program**. Actions taken by any party appointed by **Samsung** are taken to be actions of **Samsung** and your sole recourse will be against **Samsung** and not **Asurion** or any other third party.
- 10.3 *Governing law* – The **Agreement** will be governed by and construed in accordance with the laws of New South Wales.
- 10.4 *Entire agreement* – This Agreement represents the parties' entire agreement in relation to Samsung Care+ and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

10.5 Promotions - Samsung may from time to time offer promotions relating to all or any of the **Program**. Any such promotions shall be governed by the terms and conditions of the applicable promotion, and by these **Terms** to the extent that the promotion's terms and conditions are silent. In the event of any conflicts between a promotion's terms and conditions and these **Terms**, the promotion's terms and conditions shall prevail.

11. ENQUIRIES

If you have any queries, complaints, claims or feedback regarding the **Program**, please contact Samsung by using the **Samsung Care+ For Business Portal** or contact your Samsung Account Manager.

12. DEFINITIONS

Acceptance Date means the date when Samsung accepts a **Swap Request** made by you.

Account means the account held by the **Business**.

Administrator means an individual nominated by the **Business** who is responsible for lodging Swap Requests and maintaining the Account.

Asset User means an individual who is employed or otherwise connected to a **Business** and is using or is in possession of a **Registered Device**.

Asurion means Asurion Australia Pty Ltd (ABN 18 155 388 275), Samsung's appointed agent for this **Program**.

Business means a company that is registered to carry on a business in Australia.

Business Day means any day except Saturday and Sunday and any public holiday recognised in the State of New South Wales.

Courier means a third-party logistics agent appointed by **Samsung** to make deliveries in relation to the **Program**.

Credit Card means a VISA or MasterCard credit card, or any other credit card advised to you at the time of payment.

Device means an Australian variant of a Samsung mobile wireless device that:

- (a) has a display screen;
- (b) supports one or more wireless network connectivity options; and
- (c) is operated using voice, touch or a miniature keyboard.

It does not include any **Device Accessories**.

Device Accessory means anything that is either:

- (a) provided by Samsung, as the original manufacturer, in the box with a **Device**; or;
- (b) sold separately to be used in conjunction with a **Device**. It includes:
 - (i) **SIM** cards;
 - (ii) memory cards;
 - (iii) chargers;
 - (iv) ear buds;

- (v) boxes;
- (vi) cases;
- (vii) cables;
- (viii) mounts; and
- (ix) docking stations.

Device Non-Return Fee is the fair market value cost to replace your original Registered Device or, if the model of your original Registered Device is no longer available, a similar device in the same Device Tier, and includes any administration fee applied in connection with the failure to return.

Device Tier means the tier outlined for your **Registered Device** as advised in your **Agreement** and the supported **Device** list on the **Website** at the time of your enrolment.

Eligible Device means a **Device** supplied to you:

- (a) as new by **Samsung** and registered in the **Program** at the time of purchase or transfer; or
- (b) as a **Like Mobile Device**, pursuant to the **Program**;
- (c) by **Samsung** under warranty or Consumer Guarantee, the details of which (including the **IMEI**) you have reported to Samsung through the **Samsung Care+ For Business Portal**.

Enrolment Fee has the meaning given to that term in clause 3.1.

Fees means the fees set out in clause 3.

Hardware Modification means any modification made to a **Device's** hardware not undertaken or authorised by **Samsung**.

IMEI means the international mobile equipment identity number of a **Device**.

Inoperable Device Fee is a fee equal to the fair market value of the **Like Mobile Device** sent to you pursuant to a **Swap**.

Like Mobile Device means a **Device**, compared to the **Registered Device**, that:

- (a) may be refurbished or new;
- (b) is of similar kind, quality and functionality;
- (c) may be a different model or colour;
- (d) has a different **IMEI**; and
- (e) does not include any **Device Accessories**.

Modification means **Software Modification** or **Hardware Modification** or both.

Program Term means either 2 or 3 years.

Registered Device means an **Eligible Device** that **Samsung** has registered with reference to its **IMEI** for the **Program** in accordance with these **Terms**.

Samsung means Samsung Electronics Australia Pty Ltd (ABN 63 002 915 648).

Samsung Account Manager means a person/s nominated by Samsung to manage the Samsung Care+ For Business account.

Samsung Care+ For Business Portal means an on-line web portal which **Administrators** will use to register their license and start service coverage. **Administrators** can also use the same portal to lodge **Swap Requests** and carry out other administrative tasks in relation to the **Program**.

Software Modification means modification made to a **Device's** operating system not undertaken or authorised by **Samsung** and includes software modification known as 'jail-breaking' and 'rooting'.

Start Date has the meaning given to that term in clause 2.4.1.

Subscription means your subscription to the **Program**, pursuant to these **Terms** and the **Agreement**.

Swap means the exchange of a **Registered Device** for a **Like Mobile Device** permitted under these **Terms**.

Swap Allowance means the maximum number of **Swaps**, based on a percentage of your total **Eligible Devices**, permitted under your **Subscription**. Depending on the percentage chosen by you at the time of enrolment, your **Swap Allowance** will be calculated as follows:

- (a) *5% Swap Allowance = the total number of **Registered Devices** in your **Subscription** x 0.05;*
- (b) *10% Swap Allowance = the total number of **Registered Devices** in your **Subscription** x 0.10; or*
- (c) *15% Swap Allowance = the total number of **Registered Devices** in your **Subscription** x 0.15;*

rounded up to the nearest whole number.

Swap Request means a request for a **Swap** permitted under these **Terms**.

Website means the **Samsung** website.

For details on how to purchase Samsung Care+ For Business and use the benefits of this Program, please refer to the Product Document and accompanying materials provided by your Samsung Account Manager.