

## Galaxy Forever

### Terms and Conditions

#### 1. The Plan

This Galaxy Forever (GFE) Plan, offered by “Servify” (Service Lee Technologies Pvt. Ltd.) is a consolidated plan comprising of Assured Buy Back (“**ABB**”) and Samsung Care+ Accidental and Liquid Damage Protection (“**ADLD**”) protections/coverage for select smartphones (“Device/s”) sold by Samsung via its authorised channels.

This Plan protects the Device from accidental and liquid damages; and assures buyback value for Device subject to the terms detailed hereinafter.

This Plan can be purchased along with the Device from Samsung’s official channels via financing by Authorised Financier or via relevant credit card purchase

#### 2. Definitions

- a. “**Authorised Financier**” means such authorized financiers operating on Samsung Finance+ platform who shall be financing the purchase of the Device(s) and the GFE Plan for the Customers.
- b. “**Customer**” (“**You**”) shall mean the customer who has purchased the Plan along-with the Device via financing option provided by the authorised financier as the Terms of Purchase or through relevant credit card purchase.
- c. “**Channels**” means Samsung’s online e-store (i.e www.Samsung.Com and Samsung Shop App) and Samsung’s authorised offline stores.
- d. “**Device**” shall mean Samsung branded mobile device of such models on which Galaxy Forever Plan is available for purchase by Customer.
- d. “**GFE Activation Date**” shall mean the relevant date of GFE Plan activation, which shall,
  - (i) in cases of online delivery of Device from Samsung E-commerce site (S.Com or Shop App), shall mean the actual date of delivery of the Device to the Customer;
  - (ii) and in case of offline delivery of Device from Samsung authorised offline stores, it shall mean the date of purchase of Device along with the GFE Plan.
- e. “**Terms of Purchase**” - For customers purchasing the Device along with the Plan, the below special terms shall be applicable:
  - Customer to purchase the Device and GFE Plan via (i) financing by the Authorised Financier as per the applicable terms of finance duly converted into stipulated EMIs as per the terms of finance/purchase or (ii) through relevant credit card purchase which is converted into EMIs as per the relevant terms of finance by such bank/financier.
  - Customer will have 3 options with “No Question Asked” Policy, as per details captured under Clause 3 below of these Terms and Conditions.

- Samsung Care+ ADLD protection available as per terms of Clause 4 below

### 3. Assured Buyback (ABB) Terms

3.1 Assured Buyback (ABB), subject to terms and conditions mentioned below, assures buyback value for Device if such option is exercised within the timelines set forth hereunder and subject to compliance hereof. The Plan intends to protect the value of Your Device against market fluctuations and ensures an assured buyback of Your Device when upgraded or returned subject to the terms and conditions hereunder.

3.2 Within timelines added herein below, the Customer shall have the following options:

a) **Upgrade Option - Option available during 10<sup>th</sup> to 13<sup>th</sup> month computed from GFE Activation Date (please note these timelines may vary depending upon the next flagship launch timing and accordingly the window shall open):**

- (i) **FOR ONLINE CHANNELS** (i.e applicable for Devices procured by Customer through online purchase via Samsung.com or Samsung Shop App): The Customer may submit a request through Samsung.com to upgrade their current device to the next Galaxy S Series flagship device (N+1 device), in which case, the Customer shall return the current Device to Servify to avail the benefit of guaranteed buyback residual value (RV). The Customer shall pay the GFE Fee (as applicable) for the GFE Plan at such relevant time for the N+1 Device, and
  - pay balance loan outstanding amount (if any) for the Device to the Authorised Financier (in case of financing of Device by the Authorised Financier) after set off of the guaranteed buyback residual value as per provisions of Clause 3.7(b) of these Terms and Conditions; or
  - continue paying the credit card EMIs as per the schedule (in case of Device purchase through credit card EMIs)
- (ii) **FOR OFFLINE CHANNEL** (i.e applicable for Devices procured by Customer through Samsung's authorised offline stores): The Customer may submit a request through Samsung's authorised offline store to upgrade their current Device to the next Galaxy S Series flagship device (N+1 device), in which case, the Customer shall return the current Device to Servify to avail the benefit of guaranteed Residual value (RV). The Customer shall pay the GFE Fee (as applicable) for the GFE Plan at such relevant time for the N+1 Device, and
  - pay balance loan outstanding amount (if any) for the Device to the Authorised Financier (in case of financing of Device by the Authorised Financier) after set off of the guaranteed buyback residual value as per provisions of Clause 3.7(b) of these Terms and Conditions; or
  - continue paying the credit card EMIs as per the schedule (in case of Device purchase through credit card EMIs)
- (iii) In the unforeseen situation, where the next flagship device is not launched by Samsung within the completion of 13<sup>th</sup> month from GFE Activation Date, the Customer shall have the option to either Retain or Return the Device within the below stipulated timelines for retain or return options.

b) **Retain Option (During 12<sup>th</sup> to 13<sup>th</sup> month computed from GFE Activation Date):**

The Customer may choose to retain the current Device and exit the program by paying the balance outstanding loan amount to the financier as per the payment schedule/continue paying the credit card EMIs as per the schedule.

c) **Return Option (During 12<sup>th</sup> to 13<sup>th</sup> month computed from GFE Activation Date):**

The Customer may submit a request (i) for Online Channel – through Samsung.com to return their Device and exit the Program; and (ii) for Offline Channel, through relevant Samsung authorised offline stores to return their Device and exit the Program

3.3 **Assured Buy Back Value** means the assured value of the Device at the time of redemption as per the grid below, subject to the terms hereinafter.

Assured buyback (ABB) provided by Servify, wherein Servify will provide a buyback price commitment (guaranteed residual value/ RV) to Customers for the applicable Device subject to such request for buy-back initiated by Customer (either as upgrade or return) within the eligible timelines as set forth hereinafter.

Buy Back Value slabs:

(A) FOR UPGRADE\*

<b><u>Eligible Timeframe for Buy back request (via Upgrade)</u></b>	<b><u>Assured Buy Back Value</u></b> as % of Device Invoice price) (inclusive of applicable taxes)
Request initiated by Customer anytime from commencement of 10 <sup>th</sup> month from GFE Activation Date until completion of 10 <sup>th</sup> month from the GFE Activation date.  <u>[FOR EXAMPLE – IF CUSTOMER’S GFE ACTIVATION DATE is March 20, 2026 – for requests initiated from December 20, 2026 till January 19, 2027, above shall be applicable]</u>	56% of the Invoice Value of the Device
Request initiated by Customer anytime from commencement of 11 <sup>th</sup> month from GFE Activation Date until Completion of 11 <sup>th</sup> month from the GFE Activation date.	54% of the Invoice Value of the Device
Request initiated by Customer anytime from commencement of 12 <sup>th</sup> month from GFE Activation Date until completion of 13 <sup>th</sup> month from the GFE Activation date.	50% of the Invoice Value of the Device

(\*SPECIFIC CONDITIONS FOR UPGRADE – ASSURED BUY BACK VALUE)

- i. Buyback via Upgrade request can be initiated only if the next flagship launch of N+1 device coincides with any of the above particular timelines. The Upgrade request must be initiated by the Customer through such process as applicable for the relevant Channel as provided under Clause 3.2 (a) of these Terms and Conditions.
- ii. For raising eligible upgrade requests within above stipulated timelines, it is mandatory that (A) for Online Channel, Samsung e-store (S.com or Shop App) must have enabled the journey of Buyback through Upgrade and booking window for N+1 device has opened during the below stipulated time frames. (B) for offline purchase of Devices, the journey of Buyback through Upgrade must have commenced through such relevant app as communicated by Samsung, and delivery of N+1 device(s) must have commenced from Samsung’s authorised offline stores.
- iii. The launch timings of next flagship devices may vary at sole discretion of Samsung and nothing herein shall be construed as confirmation that the next flagship launch will mandatorily happen during such timeframe and Samsung shall entertain no claims whatsoever from Servify, customer or any third party on this regard for any delay of launch of the next N+1 device)
- iv. Invoice Value of the Device shall mean the total price paid by Customer towards the Device at the time of purchase (inclusive of all applicable taxes etc)

(B) RETURN\*\* OF DEVICE

<b><u>Eligible Timeframe for Buy back request (via Return)</u></b>	<b><u>Assured Buy Back Value</u></b> as % of Device Invoice price) (inclusive of applicable taxes)
Request initiated by Customer anytime from end of 12 <sup>th</sup> month from GFE Activation Date until completion of 13 <sup>th</sup> month from the GFE Activation date.  <u>[FOR EXAMPLE – IF CUSTOMER’S GFE ACTIVATION DATE is March 20, 2026 – for return requests initiated from March 20, 2027 till April 19, 2027, above shall be applicable]</u>	50% of the Invoice Value of the Device

\*\*Return request can be initiated by Customer only between the 12<sup>th</sup> month until completion of 13<sup>th</sup> month from GFE Activation Date. The Return request must be initiated by the Customer through such process as applicable for the relevant Channel as set forth under Clause 3.2 (c) of these Terms and Conditions.

- The assured buyback value will be calculated on the device’s invoice price (inclusive of taxes). Any discounts availed through promotions or cashback offers will be considered when determining the final invoice value. For example, if the invoice value of Device is Rs 1000 after applicable discounts (inclusive of taxes), the assured Buyback value shall be Rs 560 if the Option to upgrade

is exercised anytime from the commencement of 10<sup>th</sup> month from GFE Activation Date till the completion of 10<sup>th</sup> month.

- C. The Customer agrees, as part of Upgrade or return journey:
- i. The Device must “Power on” to be eligible for the Upgrade or return program under assured buy back value.
  - ii. The device must be returned with stylus (applicable for the device models which originally has stylus) otherwise the device shall be deemed ineligible for the assured buy-back value, unless the Customer pays to Servify an amount of INR 4399 being the cost of stylus.
  - iii. IMEI validation to be mandatory at the time of pick up. Servify may reject the buyback request if the Device is counterfeit, tampered, or has an altered/invalid IMEI/serial number or if the Device does not power “on” upon switching off.
  - iv. Device should be kept charged so that the Servify pickup partner should be able to validate the checks on the phone.
  - v. The device box in which the Device was originally delivered may be handed over along with the Device.

### **3.4 GFE Plan Term**

The Plan shall be effective for a period of 13 months from the GFE Activation Date.

### **3.5 GFE Plan Activation**

Activation will be initiated after your device is Activated/Delivered. On successful activation of the Plan, an automated Email with the ABB and ADLD activation confirmation will be sent on the registered contact details shared by you at the time of Samsung device purchase. Plan will be linked to the mobile number used for purchase of the device.

### **3.6 Scope of Service under the Plan relevant for ABB**

Subject to You handing over the Device to authorized ABB partner of Servify subsequent to a buyback request made by You and that You have followed all the instructions and have submitted all the documents (if requested), You will be eligible to avail the ABB benefits of the Plan within the Plan Term.

### **3.7 Raising a buyback Request**

The Customer must raise an upgrade, return or retain request within the eligible time periods as set forth in Clause 3.2 of this Plan Terms and Conditions.

In case of upgrade or return, Servify logistics partner will pick up the working device, post which the customer will receive the assured buyback guaranteed residual value (RV) computed as per provisions of Clause 3.3 of these Terms and Conditions.

Subject to the mode of payment used by Customer during the purchase of Device and the Galaxy Forever plan, the Assured Buyback Value shall be paid by Servify to the

- (a) Customer (in case of Device purchased via financing through credit card purchase); or
- (b) Authorised Financier (in case of the Device purchased via financing by Authorised Financier, where this is agreed by the Customer as part of the financing terms with Authorised Financier), in which case the outstanding loan of the Customer towards the financing of the Device to the extent of Assured buyback value shall be set off by the Authorised Financier.

### **3.8 No Questions Asked Principle and Minimum eligibility check**

The Program is “No Questions Asked”, meaning the Buy Back will not be denied based on cosmetic condition or subjective grading, and no condition-based deductions shall apply except as expressly set out.

Servify may reject a Buy Back request if

- (a) the Device is counterfeit, tampered, or has an altered/invalid IMEI/serial number.
- (b) Device is unable to be powered “on” upon switching off.

### **3.9 Transfer of GFE Plan**

- 1. The Plan is non-transferable.
- 2. The transfer of ownership of the Device to another party will render the Plan & its benefits null and void.
- 3. Plan will be linked to the mobile number used for purchase from Samsung website.

### **3.10 General Terms for Assured BuyBack (ABB)**

- a. The Plan may be purchased by Indian citizens of 18 years and above of age.
- b. By completing the opt-in process for the Plan, You also consent to the information such as Mobile Number, IMEI and IMEI activation date being stored in the servers of Servify and allows it to be used by them for the purpose of Plan Activation, Redemption and associated communications.
- c. By agreeing to avail the Plan, You hereby represent, warrant and covenant that:
  - i. You are the sole, absolute and lawful owner of the Device;
  - ii. The Device has been used by You in accordance with the applicable laws of the land.
  - iii. The Device along with all its accessories, wherever applicable, under the Plan is genuine and is not counterfeit, free from any and all encumbrances, liens, attachments, disputes, legal flaws or any agreement of sale etc.
  - iv. You will remove your data and reboot the device before handing it over to retailer/Servify/exchange partner. You shall be completely liable and responsible for any data present in the device handed over by you during the redemption process.
- d. Any documents as required for Plan activation / redemption shall be submitted by You, failure to do the same may result in cancellation of Plan for You at the sole discretion of Servify & Samsung.

- e. You shall indemnify and keep indemnified Servify and Samsung and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which Servify and Samsung may incur, pay or become responsible as facilitator as a result of breach or alleged breach of the representations or obligations under the T&C hereunder, any failure to comply with applicable law and any third party claims Servify and Samsung shall have the right to defend themselves, pursuant to this Clause, at Your cost. Servify and Samsung or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the You or any third party, in connection with the Plan. It is expressly provided that transaction shall be between You and Servify only.
- f. You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP/APP, Platform and all material or content related to the Plan shall remain, at all times, owned by Servify & Samsung. All material and content contained is made available for your personal and non-commercial use only. Any other use of the material/content on the platform and/or any information disseminated by SMS or any other means of communication is strictly prohibited.
- g. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly DISCLAIMED including, but not limited to, meeting of Your requirements or aspirations, timeliness, security, the results or reliability of the Plan, delay in sending or receiving the SMS for participating in the Plan, or the delivery, pick up, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, Plan, benefits or awards acquired or obtained through the Plan or any transactions effected through the Plan; (b) You expressly agree Your availing the benefits under this Plan, is at Your sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to Platforms/SMS, shall be construed to mean the giving of any warranty of any kind.
- h. Servify and Samsung shall not be responsible for any loss, injury or any other liability arising out of availing of the Plan.
- i. Servify shall not be liable for any loss, delay or damage due to act of God, governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation, or otherwise, for any such loss, delay or damage.
- j. This Plan is neither assignable nor transferable under any circumstance, unless specifically provided hereunder.
- k. You providing any incorrect information or concealing/withholding any information from Servify and Samsung with intent to avail the Plan will automatically be barred from availing the Plan.
- l. Servify reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Plan or any part thereof including the eligibility criteria, the T&C at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on You.
- m. Failure by Servify or Samsung to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, Servify may assign any of its rights within the Plan to any party without prior intimation to You.
- n. This Plan and T&C are subject to Indian law. Any dispute arising out of this Plan and T&C shall first be attempted to be resolved amicably through negotiations. The Courts at Delhi shall have

the exclusive jurisdiction in respect of all the subject matter with relation to the Plan and/or this T&C. You acknowledge and agree that Samsung shall have no liability towards You under this Plan and all claims that You may have with regard to this Plan shall solely be between You and Servify.

For any query customers can reach out to Servify Customer Service:

Customer Service Contact number: 1800 123 333 888  
Customer Service Contact Email ID: Support@servify.com

#### **4. SAMSUNG CARE+ ACCIDENTAL DAMAGE AND LIQUID DAMAGE PROTECTION (ADLD) TERMS**

##### **4.1 ADLD Terms**

This Accidental and Liquid Damage Protection Plan offered by Service Lee Technologies Pvt. Ltd. (“Servify”) governs the support process for damages, as mentioned herein to select brand new smartphones (“Device/s”) of Samsung India Electronics Pvt. Ltd. (“Samsung”) sold by Samsung via its official channels in India.

This plan is not valid for any products that are either refurbished or purchased by a customer post a return from the first customer, even in unboxed condition.

##### **4.2 ADLD Benefits**

ADLD Benefit(s) under the GFE Plan begins when your Device is activated as per the below scenarios and will end on completion of 13-months from the date of GFE Activation (“**Plan Term**”).

##### **4.3 ADLD Eligibility**

4.3.1 The terms of this Plan, the original sales receipt for your Plan, the original sales receipt of your Device, the proof of your identity provided at the time of raising a Damage Repair Service Request, the indemnification you provide about the working condition of the Registered Device before the purchase of the Plan and the Plan Confirmation are each part of your Plan.

4.3.2 The benefits under the accidental and liquid damage protection Plan is additional to the benefits provided by the manufacturer under Manufacturer’s Warranty.

##### **4.4 (ADLD) Plan Details**

###### **4.4.1 “Registered” Device**

The Device that was successfully registered under the GFE Plan is termed as “Registered Device”.

#### **4.4.2 Customer**

The purchaser of the Registered Device whose name is mentioned on the original invoice is the Customer. The purchaser's spouse, children and parents can be the users of the Registered Device. If the purchaser is a company, Customer shall mean any representative/employee of the company authorized to use the Registered Device.

#### **4.4.3 Benefits Value**

Maximum Benefits Value is equivalent to the invoice value of the Registered Device at the time of submitting a Damage Repair Request for availing accidental damage protection. Under this Plan One (1) claim Up-to invoice value is allowed. If the repair charges are more than the Benefits Value, the Customer will have the option to bear the differential price for obtaining the repair as determined by the Authorised Service Centre ("ASC") of Samsung. There is no (i.e zero) Processing Fee applicable during a repair event under Accidental and Liquid Damage Protection Plan.

#### **4.4.4 Scope of Service for ADLD under the Plan**

Provided the Registered Device is handed over to Servify or its authorized channels in its entirety during the Damage Repair Request Process & that you have submitted the documents as desired under the Plan, the following conditions would be considered under the Plan.

#### **4.4.5 Inclusions**

- 4.4.5.1 Suffers accidental physical damage and/or such damage that impairs the normal usage of the Registered Device
- 4.4.5.2 Fails to work because accidentally fluid has entered its internal circuitry, touch panel, sub-board or battery, resulting into stoppage of the Registered Device

#### **4.4.6 Exclusions**

- 4.4.6.1 If any damages are found in the images captured during plan purchase, the same will be validated during the claim request and will lead to rejection.
- 4.4.6.2. Any damages to the Registered Device prior to the Plan activation
- 4.4.6.3 Any damages reported within 07 (seven) days of activation of the Plan
- 4.4.6.4 Theft or loss of the smartphone
- 4.4.6.5 Any damage to the Registered Device:
  - 4.4.6.5.1. due to Intentional act or wilful neglect
  - 4.4.6.5.2. under mysterious circumstances including lost or stolen
  - 4.4.6.5.3. due to serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of Samsung
  - 4.4.6.5.4 due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device
- 4.4.6.6. Damage caused by:
  - 4.4.6.6.1. a product/accessory that is not the Registered Device
  - 4.4.6.6.2. operating the Registered Device outside the permitted or intended uses described by manufacturer
  - 4.4.6.6.3. service (including upgrades and expansions) performed by anyone who is not an Authorized Service Centre (“ASC”)
  - 4.4.6.6.4. Third-party products or their effects on or interactions with the Registered Device or the software
  - 4.4.6.6.5 Damages to the device due to terrorist attack, war, fire, lightning, earthquake, floods or an act of God
- 4.4.6.7 Damaged device where the IMEI/Serial no. cannot be identified. Please note that the IMEI mentioned on the SIM tray will not be considered as an identification of the device IMEI.
- 4.4.6.8 Damage caused due to electricity surge or an electromagnetic pulse (EMP)
- 4.4.6.9 Any unauthorized access, modification, or alteration to the covered device.
- 4.4.6.10. Cost of any missing parts or unidentifiable damaged parts
- 4.4.6.11. Consequential loss of any kind or description including wear & tear, manufacturing defects
- 4.4.6.12. Cosmetic damage to the Registered Device including but not limited to scratches, dents and broken plastic on ports
- 4.4.6.13. Loss or damage covered by supplier, dealer or Manufacturer’s Warranty

#### **4.5 Special Exclusions**

Servify and Samsung shall not be liable in respect of loss or damage to Registered Device relating to or caused due to the following:

- 4.5.1 Loss or damage due to mechanical or electrical break down or derangement, unless such loss is accidental damage, and which is not covered within the Manufacturer's Warranty
- 4.5.2 Penalties for delay or detention or in connection with guarantees of performance or efficiency
- 4.5.3 Servify and Samsung shall not be liable if:
- a the user is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to this Plan or Registered Device and/or
  - b Due to the inability of the Customer to submit either of the processing documents or supporting documents required for processing the request within 7 days of information being requested by Servify.
  - c The Customer is unable to submit the Registered device for repair at a Samsung Authorised Service Centre within 7 days from the scheduled date of the repair request or before the expiry of plan whichever is earlier
- 4.5.4 In any action, suit or other proceeding where the Servify or underwriting Servify(s) alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction or damage is not included under this Plan, the burden of proving that such loss, destruction or damage is included, shall be upon the Customer

#### **4.6 Coverage**

Territorial Scope: **Local Country of purchase**

Samsung may limit provision of the ADLD Service to the country where the covered device was originally purchased.

Nevertheless, Samsung reserves the right to extend coverage to additional countries or nations at its sole discretion"

AND

This ADLD Service may not be available in all countries and is not available where prohibited by law.

#### **4.7 Plan Activation Process**

Instant activation: You do not need to activate the Plan. Your Device is automatically covered under the Plan for ADLD benefits from the GFE Activation Date.

#### **4.8 Service Request Process**

In the event of damage to the Registered Device, you (Customer) are required to:

- a. Immediately (not later than 07 days from the time of the defect) inform Servify through the Samsung Consumer Web Portal or Samsung Call Centre or Samsung Authorized Service Centre detailing the defect, and any documentary evidence of the defect.
- b. You need to share the IMEI/Serial no. detail of the Registered Device before raising the request, failing which you will not be eligible to receive any benefits of the ADLD coverage and no claims shall be entertained against Samsung or Servify.
- c. Answer a few questions on the incident. The process is completely paperless, so, no documents will be required.
- d. Please note, you will not handover the Registered Device for repairs at any service centre, including at any Samsung Authorised Service Centre (ASC) until confirmed by Servify. It is expressly stated that Servify will not be held responsible for fulfilling any such requests where the Registered Device is handed over to a service centre by you (Customer) before the approval from Servify; any liabilities arising out of such requests before the in-principle approval of the Damage Repair Service Request from Servify will be solely handled by you (Customer) at your (Customer's) own expense.

#### **4.9 Service Fulfilment Process**

- a. Servify provides services through Pick/Drop Support ("PUDO") Service for the Registered Device, for serviceable locations, for the rest you may visit the nearest Samsung Authorized Service Centre as indicated in the Samsung Consumer Web Portal once the approval is provided. You are required to wait until Servify confirms in writing via an email or on a voice call on your registered number or provides an update on the Samsung Consumer Web Portal about the status of the next steps expected. Service will be performed at the Samsung Authorized Service Centre(s) after verification of the entitlement and validity of the Plan. Once you are notified & that the service is complete, you will promptly be notified via the Samsung Consumer Web Portal. The repaired Device will be delivered to the address of initial pickup after completion of repair if PUDO service is availed.
- b. Servify reserves the right to change the method by which they may provide repair service to you, and your Registered Device's eligibility to receive a particular method of service under this Plan. Service options, parts availability and response times may vary according to the city you live in.

#### **4.10 Your Responsibilities**

To receive service or support under the Plan, you agree to comply with the following:

- a. To keep the IMEI/Serial no. details of your Registered Device secure and provide the same at the time of raising any claim. If you fail to provide the IMEI/Serial no. details as and when asked by Servify, your claim shall not be processed and under no circumstances shall Servify or Samsung be liable for the claim rejection.
- b. Provide a copy of your Registered Device's original proof of purchase at the time of raising a request
- c. Provide information about the reasons and causes of the damage to the Registered Device
- d. Provide identity proof if requested by Servify (at the time of raising a 'Damage Repair Request') to verify the User of the Device, on which Plan is activated
- e. Respond to requests for information, including but not limited to the Registered Device serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Registered Device, any error messages

displayed, actions taken before the Registered Device experienced the damage and steps taken to avoid the damage.

- f Follow instructions Servify gives you, including but not limited to refraining from sending Registered Device that is not subject to damage protection as per the Plan and packing the Registered Device in accordance with shipping instructions as per the Plan
- g Make sure to backup software and data residing on the Registered Device. DURING THE FULFILLMENT OF DAMAGE REPAIR SERVICE, SERVIFY OR THE ASC MAY DELETE THE CONTENTS OF THE REGISTERED DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. Servify, or ASC may return your Registered Device after the service event subject to applicable updates. Servify or the ASC may install latest software updates as part of hardware service that will prevent the Registered Device from reverting to an earlier version of the Operating System. Third party applications installed on the Registered Device may not be compatible or work with the Registered Device as a result of the Operating System update. You will be responsible for reinstalling all other software programs, data and passwords.

#### **4.11 Cancellation And Refund**

No cancellation is allowed.

#### **5. Limitation Of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG, SERVIFY AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM SERVIFY'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF SAMSUNG, SERVIFY AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE DEPRECIATED VALUE OF THE REGISTERED DEVICE. SAMSUNG AND SERVIFY SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE REGISTERED DEVICE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT SERVIFY'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR (II) FRAUD. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, SERVIFY'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE REGISTERED DEVICE OR SUPPLY OF THE SERVICE.

## **6. Transfer Of Plan**

- a The transfer of Plan from one registered device to another device is not allowed.
- b If the Registered Device is replaced under Manufacturer's Warranty during the Plan Term, then the replacement Device will be termed as Registered Device, with the applicable Plan benefits for the remaining period of the Plan Term.
- c It is the responsibility of the Customer to share the replaced Device IMEI/Serial no. and the replacement invoice issued by the ASC.

## **7. General Terms**

- 7.1 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.
- 7.2 Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control.
- 7.3 You are not required to perform preventative maintenance on the Registered Device to receive service under the Plan.
- 7.4 The Device is covered for damages occurring anywhere in the world. However, the repair will be done only in India as per the process mentioned.
- 7.5 This Plan is not offered to persons who have not reached the age of majority. This Plan may not be available in all states, and is not available where prohibited by law.
- 7.6 In carrying out its obligations Servify may, at their discretion and solely for the purposes of monitoring the quality of their response, record part or all of the calls between you and them
- 7.7 Servify have 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 Servify regarding the processing of data, and Servify 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 how your data may be impacted by being processed in this way, contact or Service at the support mediums provided such as [support@servify.tech](mailto:support@servify.tech).

- 7.8 You agree that any information or data disclosed to Servify under this Plan is not confidential or proprietary to you. Furthermore, you agree that Servify may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with the Customer Privacy Policy of Servify, details of which are available on its website under <https://servify.in/privacy/>
- 7.9 The terms of the Plan, including the original sales receipt of the Registered Device and the Plan Confirmation, 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.
- 7.10 Servify is not obligated to renew this Plan. If either Servify does offer a renewal, they will determine the price and terms.
- 7.11 There is no informal dispute settlement process available under this Plan.
- 7.12 In the event any section or portion of a section of these terms and conditions are deemed invalid, void or unenforceable, that section or portion of a section shall be severed from these terms and conditions, and the remaining terms and conditions shall continue in full force and effect.
- 7.13 These terms and conditions shall be governed by and construed under the laws of India. The Courts at Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Plan and/or this T&C.
- 7.14 These terms and conditions do not affect your statutory rights as a consumer.
- 7.15 Servify reserves the right, at its discretion, to change or modify, the terms of this Plan.

## **8 Support Contact Details:**

For Individual customers:

Support Email ID: [support.careplus@samsung.com](mailto:support.careplus@samsung.com)

Toll-Free Number: 1800 202 1234