

Samsung Care+ 1 Year Accidental & Liquid Breakage

- 1.1 The Terms and Conditions set out herein (“Contract”) shall govern the relationship between you and Samsung Malaysia Electronics (SME) Sdn Bhd (“Samsung”) in relation to your purchase and use of Samsung Care+ (“**Service**”).
- 1.2 You are hereby advised to read the terms and conditions carefully. Your use of Samsung Care+ upon the Contract Period Start Date and your continued use of Samsung Care+ constitute your unconditional acceptance to be bound by this Contract and its terms and conditions as may be amended from time to time.
- 1.3 Certain words and phrases are defined terms and will appear with a capitalized first letter and must be understood in the context which they appear or in the definition section below.
- 1.4 A reference to “you” and “your” means the Customer who seeks to purchase or has purchased Samsung Care+.
- 1.5 Subject to Clause 2.3 below, this Contract will serve you for any Breakage including any type of Water/Liquid Breakage of your Mobile Device during the Contract Period.
- 1.6 You are required to purchase the Service within 30 days from the date of purchase of your Mobile Device. The Service is limited to one time purchase per Mobile Device.
- 1.7 You are entitled to service request(s) up to the stated Maximum Repair Value during the Contract Period.
- 1.8 You are required to make payment for the stated Repair Service Fee for each service request prior to registration of the same.
- 1.9 Original receipt of your purchase of the Mobile Device may be required when registering a service request.
- 1.10 Easy service request registration:
 - 1.10.1 Seven (7) days a week multi-lingual call centers and dedicated repair requests portal.
 - 1.10.2 Free pick-up & delivery service in Malaysia (subject to applicable terms and conditions and until and unless otherwise notified by Samsung).
- 1.11 You will receive an email and SMS notification upon purchase and registration of the service.
- 1.12 You will be able to check the details of your subscription on the Samsung Members application. Hence, you will be required to download the Samsung Members application.

SAMSUNG Care+

2 Terms and Conditions

2.1 Definitions

- 2.1.1 **Beyond Economic Repairs/BER:** Where the cost of a repair of the Device (solely determined by Samsung) is greater than 85% of the recommended retail price of the Device at the time of purchase.
- 2.1.2 **Repair Service Fee:** Administration fee, inclusive of payable taxes, payable by you (to be determined during your sign up of Samsung Care+) at the time of registering a service request with Samsung.
- 2.1.3 **Breakage:** Any visible damage (save for Water/Liquid Breakage, which need not be visible) occurring to the Mobile Device during the Contract Period, by involuntary and external means, and including Water/Liquid Breakage.
- 2.1.4 **Water/Liquid Breakage:** Any damage occurring to the Mobile Device during Contract Period, by an involuntary seepage of water or other fluids inside the Mobile Device including but not limited to rainwater.
- 2.1.5 **Contract Period:** The period from the Contract Start Date to Contract Period End Date, until and unless this Contract is terminated in accordance with this Contract.
- 2.1.6 **Dead on Arrival/DOA:** Where a Mobile Device or Replacement Device (whichever is applicable), upon first use out of the box, is found to be completely inoperative.
- 2.1.7 **Manufacturer's Warranty:** The original warranty given by Samsung in respect of a Mobile Device.
- 2.1.8 **Immediate Family Member:** Means Customer's spouse and/or children.
- 2.1.9 **Maximum Repair Value:** The value stated in the terms of service after your sign up and registration of Samsung Care+.
- 2.1.10 **Mobile Device:** Smartphones or tablets which should be for personal use only and not to be used for commercial, rental, or profit generation purposes.
- 2.1.11 **Mobile Device RRP:** Recommended Retail Price of the Mobile Device at the launch date of the Mobile Device and may not reflect the price paid by the Customers in purchasing the Mobile Device (e.g., discounted sale price).
- 2.1.12 **Normal Use:** Use of the Mobile Device in accordance with the Samsung guidelines for Mobile Device usage including but not limited to regular maintenance & up-keep of the Mobile Device, usage of specified protection devices such as voltage stabilizers.

2.2 Service available

Repair service(s) requested by you during the Contract Period are subject to the following conditions:

- 2.2.1 The details relating to any repair(s) and value of any repair(s) performed by Samsung is subject to Samsung's sole discretion and determination, and such determination shall be final and conclusive.
- 2.2.2 Repair under this Contract shall be performed exclusively by a Samsung accredited service center in Malaysia.
- 2.2.3 If you exhaust the Maximum Repair Value under this Contract or if you wish to request repair service(s) other than what is available under this Contract, Samsung will charge you additional repair costs at applicable market rates, as determined by Samsung. You will be informed of the amount of repair costs prior to Samsung performing the repair.
- 2.2.4 The Mobile Device must:
 - (a) have been purchased new in Malaysia;
 - (b) have been manufactured/distributed in Malaysia or legally imported into Malaysia;
 - (c) have been sold through the Samsung's authorized dealer / distributor supported by an invoice and Manufacturer's Warranty;
 - (d) have been in Normal Use at all times;
 - (e) have not been modified at any time;
 - (f) have been used for personal use only and not for commercial, rental, or profit generation purposes;
 - (g) have been mainly used by you and/or Immediate Family Member; and
 - (h) have been in your possession (or Immediate Family Member as relevant) only.
- 2.2.5 Any previous repair to the Mobile Device must have been:
 - (a) performed in Malaysia; and
 - (b) performed by Samsung accredited service center.
- 2.2.6 The Manufacturer's Warranty must remain valid throughout its validity period and not rendered void or affected by your action.
- 2.2.7 This Contract is not assignable or transferable by you or to another device, for any reason (including but not limited to the Mobile Device being sold to a third party), except where the Mobile Device received from Samsung is deemed DOA, in which case, this Contract shall continue to apply to the Replacement Device (as described in Clause 2.2.8 below). Please inform Samsung regarding any DOA occurred to your Mobile Device in accordance with the service request process and method specified in Clause 5 below.
- 2.2.8 Without prejudice to the terms and conditions of this Contract, in performing repair services, Samsung shall have the option to do the following in its sole and absolute discretion:
 - (a) In the case of BER, to replace the Mobile Device with a like-for-like unit (whether new or refurbished) (the "**Replacement Device**"). Samsung aims to replace the Mobile Device with an identical make, model, colour and specification; however, where this is not possible, Samsung will provide a Replacement Device of comparable specification

or the equivalent value taking into account the age and condition of the Mobile Device. The Mobile Device shall become Samsung's property. It is provided always that:

- (i) the Replacement Device may be of lower retail value than the Mobile Device; and
 - (ii) you will be responsible to backup and restore any data you may have from the Mobile Device to the Replacement Device (as necessary).
- (b) To outsource, delegate, assign or sub-contract the performance of repair service(s), any part thereof or any other supporting service(s) under this Contract.

2.3 What is not included

This Contract does not provide the following repair or services:

- 2.3.1 Reimbursement of repair cost(s) incurred by you from repair service(s) performed by third party.
- 2.3.2 Repairs necessitated due to violation of Manufacturer's Warranty, abuse of Mobile Device, negligence, illegal use and/or use of the Mobile Device other than Normal Use.
- 2.3.3 Regular wear and tear or gradual deterioration of the Mobile Device.
- 2.3.4 Restoration of or support for data stored in the Mobile Device (e.g., software, music, etc.).
- 2.3.5 Breakage caused by or attributed to the operation of a software virus or any other software-based malfunction; or natural disasters, fire, terrorism, or power surge.
- 2.3.6 Damage or defects covered by the Manufacturer's warranty.
- 2.3.7 Replacement of any consumable items or accessories such as batteries, chargers, headphones, etc.
- 2.3.8 Cosmetic damage to the Mobile Device, such as damage to paintwork, finish, dents or scratches.
- 2.3.9 Any defects that are subject of Samsung's recall.
- 2.3.10 Any circumstances where the conditions in Clause 2.2 above are not met.
- 2.3.11 Breakage arising from war, war like operations (whether war declared or not), act of foreign enemy, hostilities, civil war, rebellion, insurrection, civil commotion, military usurped power, seizure, capture, confiscation, arrest, restraints and/or detainment by order of any government or any other authority.
- 2.3.12 Any form of physical loss or non-traceability of the Mobile Device, or any form of consequential or incidental loss suffered by you in respect of the Mobile Device.
- 2.3.13 Breakage arising from nuclear reaction, nuclear radiation, or radioactive contamination from any source whatsoever.

SAMSUNG Care+

- 2.3.14 Breakage arising from overload, experiments or tests requiring the imposition of abnormal conditions on the Mobile Device.
- 2.3.15 Gradually developing flaws, defects, cracks, or partial fractures in any part, although repair or renewal of the parts affected may be necessary in the future.
- 2.3.16 Deterioration of or wearing away or wearing out of any part, marring or scratching of the Mobile Device caused by external force or naturally resulting from normal use or exposure.
- 2.3.17 Breakage arising out of any intentional act towards the Mobile Device including but not limited to incorrect installation or incorrect set-up.
- 2.3.18 Damage to any electronic data and/or Mobile Device software/operating system, storage media, data/records or similar intangible items and damage to the SIM card / memory card of the Mobile Device.
- 2.3.19 Any type of electrical or mechanical breakdown including electrical failure or short-circuit.
- 2.3.20 Damage arising from attack by unauthorized software/virus, software faults.
- 2.3.21 Breakage arising from internal leakage of the battery.
- 2.3.22 Any failure of the Mobile Device to operate as a result of problems with respect to the network infrastructure, your network subscription or similar service issues.

3 Contract Period

- 3.1 This Terms of Service shall come into effect on the Contract Period Start Date and will remain valid until the Contract Period End Date subject to the payment of the Repair Contract Fee (to be determined during your sign up of Samsung Care+) in full to Samsung, unless otherwise terminated in accordance with Clause 4 below.
- 3.2 Where the Service is purchased through the Samsung Online Store, the Contract Period Start Date is when activation of the Service commences, which is currently on the ship-out date of the Mobile Device.

4 Termination

This Contract shall be immediately and automatically terminated upon the occurrence of any of the following events. Note that in such case, no refund shall be payable to you by Samsung.

- 4.1 Fraud, attempted fraud, or non-disclosure of any changes to the Mobile Device that affect this Contract; or
- 4.2 Where the asset serial number or IMEI number of the Mobile Device is removed, obliterated or altered; or
- 4.3 If repairs have been conducted by unauthorized repair centers or person at any point during or before the Contract Period;

SAMSUNG Care+

- 4.4 Where Samsung has provided you with a Replacement Mobile Device in the case of BER;
or
- 4.5 Where you have exhausted the Maximum Repair Value.

5 Service Request Process

- 5.1 You must notify Samsung immediately of any Breakage occurred to your Device and submit a service request within fourteen (14) days from the date when the Breakage occurred, or before the Contract Period End Date (whichever is earlier). Otherwise, Samsung reserves the right to reject your service request.
- 5.2 You may submit your service request by:
 - 5.2.1 Visiting any Samsung Authorized Service Centre within operation hours;
 - 5.2.2 Calling our call center at +603 9078 4999 from 9:00 a.m. to 6:00 p.m. local time (GMT+8), Monday to Sunday, including public holidays; or
 - 5.2.3 Visiting our online portal at <https://my.careplus.co/>.

For service requests outside operation hours, please proceed to our online portal as stated in 5.2.3 above and submit your service requests there.

- 5.3 Upon submission of service request, Samsung will inform you of the Repair Service Fee that you must pay.
- 5.4 Following your payment of the Repair Service Fee, Samsung will schedule pick-up of the Mobile Device and arrange for the Mobile Device to be repaired through its service network of Samsung accredited service centers.
- 5.5 Samsung will arrange the Mobile Device (or Replacement Device, as relevant) to be delivered to you once the repair is completed.
- 5.6 In the case of DOA, please inform Samsung within thirty (30) days from the date of the invoice **and** the details of the Replacement Device within thirty (30) days from the date of your receipt of the Replacement Device through any of the methods stated in Clause 5.2 above. Samsung will update the Device model and IMEI number accordingly. In the event you fail to comply with this provision, Samsung reserves the right to not entertain or reject any service request made in respect of the Replacement Device pursuant to this Contract.

6 Warranties and Limitation of Liability

- 6.1 The product and services are provided “as is” and “as available”. Samsung makes no representations or warranties or guarantees of any kind of nature, whether express or implied, regarding the product and services beyond the scope of this terms of service.
- 6.2 In no event shall Samsung be liable for any general, consequential, incidental, indirect, special, loss of profit or opportunity, exemplary, punitive special or other damages/loss whatsoever resulting from Samsung’s performance or failure to perform under this Contract.

SAMSUNG Care+

- 6.3 Except where expressly provided in this Contract:
- (a) In no event shall Samsung's liability exceed the amount paid by you under this Contract; and
 - (b) Samsung's limitation of damage and the remedies provided herein shall be your sole and exclusive remedy.
- 6.4 This limitation on liability provision shall survive in any event and all circumstances.
- 6.5 You agree to indemnify, defend, and hold harmless Samsung, its contractors, employees, and agents from any claims, losses, damages, liabilities (including legal fees and expenses) arising out of your use of Samsung Care+ and the services hereunder, your violation of the rights of any third party, or any breach of this Contract.

7 Force Majeure

- 7.1 Samsung shall not be liable or responsible for any failure to perform, or delay in performance of any of its obligations under this Terms of Service where such failure or delay is caused by events outside Samsung's control ("**Force Majeure Event**"), in particular (without limitation to):
- (a) unavailability of public or private telecommunication networks;
 - (b) acts, decrees, legislation, regulations or restrictions of any government; or
 - (c) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attacks or threats of terrorist attacks, war (whether declared or not); or
 - (d) any natural disaster such as abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage or epidemic.
- 7.2 In the event of occurrence of any Force Majeure Event(s) during Samsung's processing of your service request, Samsung shall have an extension of time for the performance of its obligation for the same duration of the Force Majeure Event.
- 7.3 Samsung endeavours to use its reasonable efforts to bring the Force Majeure Event to an end or resolve the same so that Samsung's obligations under this Contract may be performed notwithstanding the occurrence or subsistence of the Force Majeure Event. For the avoidance of doubt, in no event shall this provision give rise to any rights to you or be enforced by you against Samsung should Samsung fail to end or resolve the Force Majeure Event.

8 Data Processing Consent

By entering into this Contract, you hereby agree that you have read, understood and agreed that your personal data will be recorded, stored or processed in accordance to Samsung's Privacy Policy available at <http://www.samsung.com/my/info/privacy.html>.

9 Governing Law and Jurisdiction

The construction, interpretation, and meaning of the provisions of this Contract shall be determined in accordance with the laws of Malaysia and shall be resolved exclusively by the courts of Malaysia.

SAMSUNG Care+

10 Grievance

In case of any grievance, you may contact us at +603 9078 4999, 9:00 a.m. to 6:00 p.m. from Monday to Sunday, including public holidays.

11 General Provisions

Samsung will rely only on the written terms of this Contract. Any representations, statements or agreements made or entered into elsewhere, whether directly or indirectly, written or oral in advertisement or promotional materials, are not binding towards Samsung unless expressly confirmed in writing either through email and/or SMS by Samsung to you.

Samsung Care+ 2 Years Accidental & Liquid Breakage and Breakdown¹

- 1.1 The Terms and Conditions set out herein (“Contract”) shall govern the relationship between you and Samsung Malaysia Electronics (SME) Sdn Bhd (“Samsung”) in relation to your purchase and use of Samsung Care+ (“Service”).
- 1.2 You are hereby advised to read the terms and conditions carefully. Your use of Samsung Care+ upon the Contract Period Start Date and your continued use of Samsung Care+ constitute your unconditional acceptance to be bound by this Contract and its terms and conditions as may be amended from time to time.
- 1.3 Certain words and phrases are defined terms and will appear with a capitalized first letter and must be understood in the context which they appear or in the definition section below.
- 1.4 A reference to “you” and “your” means the Customer who seeks to purchase or has purchased Samsung Care+.
- 1.5 Subject to Clause 2.3 below, this Contract will serve you for:
 - 1.5.1 Any Breakage or any type of Water/Liquid Breakage of your Mobile Device throughout the Contract Period; and
 - 1.5.2 Breakdown of your Mobile Device during the 2nd year of the Contract Period.
- 1.6 You are required to purchase the Service within 30 days from the date of purchase of your Mobile Device. The Service is limited to one time purchase per Mobile Device.
- 1.7 You are entitled to the following types of repair under this Contract in accordance with the terms and conditions herein:
 - (a) During the first year of Contract Period, you are entitled to service request and repair in respect of any Breakage, including Water/Liquid Breakage, occurred to your Mobile Device;

¹ 1 Year basic warranty + 1 Year Breakdown protection by Samsung Care+. Basic warranty is provided by Samsung. Samsung Care+ Breakdown protection to commence upon expiry of the basic warranty.

SAMSUNG Care+

- (b) During the second year of Contract Period, you are entitled to service request and repair in respect of any Breakage, including Water/Liquid Breakage, and Breakdown occurred to your Mobile Device;

provided always that the aggregate value of your service request(s) made during the Contract Period does not exceed the stated Maximum Repair Value.

- 1.8 You are required to make payment for the stated Repair Service Fee for each service request prior to registration of the same.
- 1.9 Original receipt of your purchase of the Mobile Device may be required when registering a service request.
- 1.10 Easy service request registration.
 - 1.10.1 Seven (7) days a week multi-lingual call centers and dedicated service requests portal.
 - 1.10.2 Free pick-up & delivery service in Malaysia (subject to applicable terms and conditions and until and unless otherwise notified by Samsung).
- 1.11 You will receive an email and SMS notification once you have registered for the service.
- 1.12 You will be able to check the details of your subscription on the Samsung Members application. Hence, you will be required to download the Samsung Members application.

2. Terms and Conditions

2.1 Definitions

- 2.1.1 **Beyond Economic Repairs/BER:** Where the cost of a repair of the Device (solely determined by Samsung) is greater than 85% of the Device RRP.
- 2.1.2 **Repair Service Fee:** Administration fee, inclusive of payable taxes, (to be determined during your sign up of Samsung Care+) payable by you at the time of registering a service request with Samsung.
- 2.1.3 **Breakage:** Any visible or non-visible damage or Water/Liquid Breakage (as defined herein), which need not be visible) occurring to the Mobile Device, by involuntary and external means.
- 2.1.4 **Water/Liquid Breakage:** Any damage to the Mobile Device during Contract Period, by an involuntary seepage of water or other fluids inside the Mobile Device including but not limited to rainwater.
- 2.1.5 **Breakdown:** Where the Mobile Device suffers from defects and/or failure as provided for under the Manufacturer's Warranty after expiry of the Manufacturer's Warranty Period.
- 2.1.6 **Contract Period:** The period from the Contract Start Date to Contract Period End Date, until and unless this Contract is terminated in accordance with this Contract.

SAMSUNG Care+

- 2.1.7 **Dead on Arrival/DOA:** Where a Mobile Device or Replacement Device (whichever is applicable), upon first use out of the box, is found to be completely inoperative.
- 2.1.8 **Distributor Covered Breakdown:** Breakdown covered by the Distributor's Warranty during the Distributor's Warranty Period. The covered breakdown will vary for each Mobile Device in accordance with the Distributor's Warranty of the said Mobile Device.
- 2.1.9 **Distributor's Warranty:** The original warranty given by Samsung in respect of a Mobile Device.
- 2.1.10 **Manufacturer's Warranty Period:** The uninterrupted period of the Distributor's Warranty as stated on the original official Distributor's Warranty certificate or publication.
- 2.1.11 **Immediate Family Member:** Customer's spouse and/or child/ren.
- 2.1.12 **Maximum Repair Value:** The value stated in the terms of service after your sign up and registration of Samsung Care+.
- 2.1.13 **Mobile Device:** Samsung smartphones or tablets which should be for personal use only and not to be used for commercial, rental, or profit generating purposes.
- 2.1.14 **Mobile Device RRP:** Recommended Retail Price of the Mobile Device at the launch date of the Mobile Device and may not reflect the price paid by the Customers in purchasing the Mobile Device (e.g., discounted sale price).
- 2.1.15 **Normal Use:** Use of the Mobile Device in accordance with the Samsung guidelines for Mobile Device usage including but not limited to regular maintenance & upkeep of the Mobile Device, usage of specified protection devices such as voltage stabilizers.

2.2 Services available

Repair service(s) requested by you during the Contract Period are subject to the following conditions:

- 2.2.1 The details relating to any repair(s) and value of any repair(s) performed by Samsung is subject to Samsung's sole discretion and determination, and such determination shall be final and conclusive.
- 2.2.2 Repair under this Contract shall be performed exclusively by a Samsung accredited service center in Malaysia.
- 2.2.3 If you exhaust the Maximum Repair Value under this Contract or if you wish to request repair service(s) other than what is available under this Contract, Samsung will charge you additional repair costs at applicable market rates, as determined by Samsung. You will be informed of the amount of repair costs prior to Samsung performing the repair.
- 2.2.4 The Mobile Device must:
 - (a) have been purchased new in Malaysia;
 - (b) have been manufactured/distributed in Malaysia or legally imported into Malaysia;

- (c) have been sold through the Samsung's authorized dealer / distributor supported by an invoice and Manufacturer's Warranty;
- (d) have been in Normal Use at all times;
- (e) have not been modified at any time;
- (f) have been used for personal use only and not for commercial, rental, or profit generation purposes;
- (f) have been mainly used by you and/or Immediate Family Member; and
- (g) have been in your possession (or Immediate Family Member as relevant) only.

2.2.5 Any previous repair to the Mobile Device must have been:

- (a) performed in Malaysia; and
- (b) performed by Samsung accredited service center.

2.2.6 The Manufacturer's Warranty must remain valid throughout its validity period and not rendered void or affected by your action.

2.2.7 This Contract is not assignable or transferable by you or to another device, for any reason (including but not limited to the Mobile Device being sold to a third party), except where the Mobile Device received from Samsung is deemed DOA, in which case, this Contract shall continue to apply to the Replacement Device (as described in Clause 2.2.8 below). Please inform Samsung regarding any DOA occurred to your Mobile Device in accordance with the service request process and method specified in Clause 5 below.

2.2.8 Without prejudice to the terms and conditions of this Contract, in performing repair services, Samsung shall have the option to do the following in its sole and absolute discretion:

- (a) In the case of BER, to replace the Mobile Device with a like-for-like unit (whether new or refurbished) (the "**Replacement Device**"). Samsung aims to replace the Mobile Device with an identical make, model, colour and specification; however, where this is not possible, Samsung will provide a Replacement Device of comparable specification or the equivalent value taking into account the age and condition of the Mobile Device. The Mobile Device shall become Samsung's property. It is provided always that:
 - (i) the Replacement Device may be of lower retail value than the Mobile Device; and
 - (ii) you will be responsible to backup and restore any data you may have from the Mobile Device to the Replacement Device (as necessary).
- (b) To outsource, delegate, assign or sub-contract the performance of repair service(s), any part thereof or any other supporting service(s) under this Contract.

2.3 What is not included

During the first year of the Contract Period, this Contract does not provide for the following services ("**Breakage Exclusion**):

- 2.3.1 Reimbursement of repair cost(s) incurred by you from repair service(s) performed by third party.

SAMSUNG Care+

- 2.3.2 Repairs necessitated due to violation of Manufacturer's Warranty, abuse of Mobile Device, negligence, illegal usage and/or use of the Mobile Device other than Normal Use.
- 2.3.3 Regular wear and tear or gradual deterioration of Mobile Device.
- 2.3.4 Restoration of or support for data stored in the Mobile Device (e.g., software, music, etc.).
- 2.3.5 Breakage caused by or attributed to the operation of a software virus or any other software-based malfunction; or natural disasters, fire, terrorism, or power surge.
- 2.3.6 Damage or defects covered by the Manufacturer's Warranty.
- 2.3.7 Replacement of any consumable items or accessories like batteries, chargers, headphones, etc.
- 2.3.8 Cosmetic damage to the Mobile Device, such as damage to paintwork, finish, dents or scratches.
- 2.3.9 Any defects that are subject of the Samsung's recall.
- 2.3.10 Any circumstances where the conditions in Clause 2.2 above are not met.
- 2.3.11 Breakage arising from war, war like operations (whether war declared or not), act of foreign enemy, hostilities, civil war, rebellion, insurrection, civil commotion, military usurped power, seizure, capture, confiscation, arrest, restraints and/or detainment by order of any government or any other authority.
- 2.3.12 Any form of physical loss or non-traceability of the Mobile Device, or any form of consequential or incidental loss suffered by you in respect of the Mobile Device.
- 2.3.13 Breakage arising from nuclear reaction, nuclear radiation, or radioactive contamination from any source whatsoever.
- 2.3.14 Breakage arising from overload, experiments, or tests requiring the imposition of abnormal conditions on the Mobile Device.
- 2.3.15 Gradually developing flaws, defects, cracks, or partial fractures in any part, although repair or renewal of the parts affected may be necessary in the future.
- 2.3.16 Deterioration of or wearing away or wearing out of any part, marring or scratching of the Mobile Device caused by external force or naturally resulting from normal use or exposure.
- 2.3.17 Any type of electrical or mechanical breakdown including electrical failure or short-circuit.
- 2.3.18 Damage arising from attack by unauthorized software/virus software faults.
- 2.3.19 Breakage arising out of any intentional act towards the Mobile Device including but not limited to incorrect installation or incorrect set-up.

SAMSUNG Care+

- 2.3.20 Damage to any electronic data and/or Mobile Device software/operating system, storage media, data/records or similar intangible items and damage to the SIM card/memory card of the Mobile Device not caused by manufacturing defect.
- 2.3.21 Breakage arising from internal leakage of the battery.
- 2.3.22 Any failure of the Mobile Device to operate as a result of problems with respect to the network infrastructure, your network subscription or similar service issues.
- 2.3.23 During the second year of the Contract Period, this Contract does not provide for Breakage Exclusion save for Clauses 2.3.1(q).

3. Contract Period

- 3.1 This Terms of Service shall come into effect on the Contract Period Start Date and will remain valid until the Contract Period End Date subject to the payment of the Repair Contract Fee (to be determined during your sign up of Samsung Care+) in full to Samsung, unless otherwise terminated in accordance with Clause 4 below.
- 3.2 Where the Service is purchased through the Samsung Online Store, the Contract Period Start Date is when activation of the Service commences, which is currently on the ship-out date of the Mobile Device.

4. Termination

This Contract shall be immediately and automatically terminated upon the occurrence of any of the following events. Note that in such case, no refund shall be payable to you by Samsung.

- 4.1 Fraud, attempted fraud, or non-disclosure of any changes to the Mobile Device that affect this Contract; or
- 4.2 Where the asset serial number or IMEI number of the Mobile Device is removed, obliterated or altered; or
- 4.3 If repairs have been conducted by unauthorized repair centers or person at any point during or before the Contract Period; or
- 4.4 Where Samsung has provided you with two (2) Replacement Devices in the case of BER during the Contract Period; or
- 4.5 Where you have exhausted the Maximum Repair Value during the Contract Period.

5. Service Request Process

- 5.1 You must notify Samsung immediately of any Breakage or Breakdown occurred to your Device and submit a service request within fourteen (14) days from the date when the Breakage and/or Breakdown occurred, or before the end of your Contract Period End Date (whichever is earlier). Otherwise, Samsung reserves the right to reject your service request.

SAMSUNG Care+

- 5.2 You may submit your service request by:
- (a) Visiting any Samsung Authorized Service Centre within operation hours;
 - (b) Calling our call center at +603 9078 4999 from 9:00 a.m. to 6:00 p.m. local time (GMT+8), Monday to Sunday, including public holidays; or
 - (c) Visiting our online portal at <https://my.careplus.co/>.

For service requests outside operation hours, please proceed to our online portal as stated in 5.2.3 above and submit your service requests there.

- 5.3 Upon submission of service request, Samsung will inform you of the Repair Service Fee that you must pay.
- 5.4 Following your payment of the Repair Service Fee, Samsung will schedule pick-up of the Mobile Device and arrange for the Mobile Device to be repaired through its service network of Samsung accredited service centers.
- 5.5 Samsung will arrange the Mobile Device (or Replacement Device, as relevant) to be delivered to you once the repair is completed.
- 5.6 In the case of DOA, please inform Samsung within thirty (30) days from the date of the invoice **and** the details of the Replacement Device within thirty (30) days from the date of your receipt of the Replacement Device through any of the methods stated in Clause 5.2 above. Samsung will update the Device model and IMEI number accordingly. In the event you fail to comply with this provision, Samsung reserves the right to not entertain or reject any service request made in respect of the Replacement Device pursuant to this Contract.

6. Warranties and Limitation of Liability

- 6.1 The product and services are provided “as is” and “as available”. Samsung makes no representations or warranties or guarantees of any kind of nature, whether express or implied, regarding the product and services beyond the scope of this terms of service.
- 6.2 In no event shall Samsung be liable for any general, consequential, incidental, indirect, special, loss of profit or opportunity, exemplary, punitive special or other damages/loss whatsoever resulting from Samsung’s performance or failure to perform under this Contract.
- 6.3 Except where expressly provided in this Contract:
- (a) In no event shall Samsung’s liability exceed the amount paid by you under this Contract; and
 - (b) Samsung’s limitation of damage and the remedies provided herein shall be your sole and exclusive remedy.
- 6.4 This limitation on liability provision shall survive in any event and all circumstances.
- 6.5 You agree to indemnify, defend, and hold harmless Samsung, its contractors, employees, and agents from any claims, losses, damages, liabilities (including legal fees and expenses) arising out of your use of Samsung Care+ and the services hereunder, your violation of the rights of any third party, or any breach of this Contract.

SAMSUNG Care+

7. Force Majeure

7.1 Samsung shall not be liable or responsible for any failure to perform, or delay in performance of any of its obligations under this Terms of Service where such failure or delay is caused by events outside Samsung's control ("**Force Majeure Event**"), in particular (without limitation to):

- (a) unavailability of public or private telecommunication networks;
- (b) acts, decrees, legislation, regulations or restrictions of any government; or
- (c) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attacks or threats of terrorist attacks, war (whether declared or not); or
- (d) any natural disaster such as abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage or epidemic.

7.2 In the event of occurrence of any Force Majeure Event(s) during Samsung's processing of your service request, Samsung shall have an extension of time for the performance of its obligation for the same duration of the Force Majeure Event.

7.3 Samsung endeavours to use its reasonable efforts to bring the Force Majeure Event to an end or resolve the same so that Samsung's obligations under this Contract may be performed notwithstanding the occurrence or subsistence of the Force Majeure Event. For the avoidance of doubt, in no event shall this provision give rise to any rights to you or be enforced by you against Samsung should Samsung fail to end or resolve the Force Majeure Event.

8. Data Processing Consent

By entering into this Contract, you hereby agree that you have read, understood and agreed that your personal data will be recorded, stored or processed in accordance to Samsung's Privacy Policy available at <http://www.samsung.com/my/info/privacy.html>.

9. Governing Law and Jurisdiction

The construction, interpretation, and meaning of the provisions of this Contract shall be determined in accordance with the laws of Malaysia and shall be resolved exclusively by the courts of Malaysia.

10. Grievance

In case of any grievance, you may contact us at +603 9078 4999, 9:00 a.m. to 6:00 p.m. from Monday to Sunday, including public holidays.

11. General Provisions

Samsung will rely only on the written terms of this Contract. Any representations, statements or agreements made or entered into elsewhere, whether directly or indirectly, written or oral in advertisement or promotional materials, are not binding towards Samsung unless expressly confirmed in writing either through email and/or SMS by Samsung to you.