

Customer Agreement for Samsung Galaxy Z Premier Service

1. The Samsung Galaxy Z Premier Service ("Service") is organised by Samsung Malaysia Electronics (SME) Sdn. Bhd. ("Samsung"). The terms and conditions of this Service and the Privacy Policy posted on this site will be construed as the Customer Agreement of this Service offered to you ("Customer").
2. By participating in this Service, Customer fully and unconditionally agrees to and accepts the Terms and Conditions of Samsung's Privacy Policy.
3. This Service is only available Customer who purchased the Galaxy Z Fold 2 5G with a Malaysia IMEI number from Samsung's Authorized Retailers ("Device") between 17 March 2021 and 9 September 2021. Any purchase of Device after 9 September 2021 shall not be entitled to this Service.
4. This Service shall be valid from the date of purchase until 31 December 2021. Customer shall be required to present a valid proof of purchase of the Device in order to use the Service.
5. To be entitled for this Service, Customer must register their device within 60 days from the date of purchase.
6. This Service shall comprise the following:

6.1 24/7 Premium Careline

6.1.1 Customer may call 1800 88 7799, live chat via Samsung Members or Samsung.com/my, 24 hours a day, 7 days a week, to request for assistance or make any enquiries relating to the Device.

6.2 One-Time Inner Screen Protection from date of purchase up to 31 December 2021

6.2.1 For every unit of the Device, Customer is entitled to a One-Time Inner Screen Crack Protection (i.e. replacement or repair) ("Protection"). The period of Protection shall be from the Device's date of purchase up to 31 December 2021. The said Protection is for inner screen of the Device only, and exterior screen is excluded. The said Protection is provided by Marsh Insurance Broker (Malaysia) Sdn Bhd ("Marsh") as administrator and its appointed insurer, and is subject to the terms and conditions set out in the e-Certificate issued by Marsh. To be entitled for the Protection, please register your device following the below steps.

Step 1: Log-In to Samsung Members	Activate and Log-in to Samsung Members and tap on the benefit banner.
Step 2: Register details	Fill in the required details.
Step 3: Entitlement of the Protection	Once complete, e-Certificate of one-time Protection will be emailed to Customer within 14 days from the date of registration.

6.2.2 Customer may, from the date of purchase of the Device up to 31 December 2021, request for a one-time Protection being the replacement or repair for any defect to the Infinity Flex screen that are assessed by Samsung Authorized Service Center:-

- (a) Such repair or replacement (as the case maybe) must be done from the Device purchased date up to 31 December 2021.
- (b) For the avoidance of doubt, a “functional failure” shall exclude any damage to the exterior screen of the Device.
- (c) The Protection covers damage to your inner display screen of Device caused as the result of unintentional, unexpected or accidental damage, subject to your submission of a valid claim and payment of Service Fee. Marsh will replace the defective inner display screen with a new or equivalent to new in performance.

The Protection does not cover:

- I. Damage or defect due to fire and/intentional damage
 - II. Scratches, gradually developing defects, cosmetic damage to outer surface/ finishing and external parts of the Device, including without limitation dents or scratches on the exterior casing, screen, camera lens, buttons and other attachments, including where caused by friction or subbing with additional equipment or accessories;
 - III. Deterioration of the Device due to normal wear and tear, including without limitation rust or stains,
 - IV. Reckless, abusive, willful or intentional conduct associated with handling and use of the Device;
 - V. Any other circumstance where repair would be contradictory or not in compliance with good business practice.
- (d) Unless otherwise specified, the Protection covers the hardware components of the Device as originally supplied and does not cover any software, consumable items, or accessories even if packaged or sold together with the Device. For details on any user rights to software, please refer to licensing agreement accompanying such software.

6.2.3 An amount of RM600 (inclusive of 6% SST) is payable by Customer for the Protection replacement or repair. Such payment shall be made upfront before Samsung proceeds with screen replacement or repair. Where Customer opts for door-to-

door delivery service, Service Center's Personnel will arrange the payment method with Customer after repair.

6.2.4 Customer may utilise the free door-to-door delivery service (refer 5.3.2) or proceed to any of these Authorized Samsung Customer Service Centers (<https://www.samsung.com/my/support/service-centre/>) for Samsung's assessment on whether the Infinity Flex screen is eligible for replacement or repair under this Clause 5.2.

(a) Samsung reserves the right to amend the applicable locations from time to time.

(b) Customer may call 1800-88 7799 to inquire on the current list of applicable locations.

6.2.5 Prior to collecting the Device from the Customer for screen replacement or repair:

(a) The Service Center Personnel will verify that the person requesting for screen replacement or repair is the same person that is enrolled with the Service;

(b) Customer must agree in writing to Samsung's standard repair service terms and conditions;

(c) Customer must execute Samsung's standard waiver of data loss during Services;

(d) Customer shall ensure that all data in the Device has been fully backed up prior to service. Customer shall also remove the SIM Card (if any) from the Device prior to handing the Device over to Samsung; and

6.2.6 In the event that Customer has affixed any on-screen accessories on the Device, including any screen protector, Customer agrees that Samsung shall not be responsible for any damage or loss of such accessories.

6.3 Free Onsite Pick-up and Delivery for Service Support up to 31 December 2021

6.3.1 Customer may, from the date of purchase of the Device up to 31 December 2021, request Samsung to provide pick-up and delivery for service support for the Device. Each pick-up or delivery service includes pick-up of the Device from Customer for the Device to be sent for service support, and return delivery of the Device to Customer after service support is completed.

6.3.2 The free pick-up and delivery for service support will be provided based on the following terms:

(a) Free pick-up and delivery service is unlimited.

- (b) Customer shall call careline 1800 88 7799 for the free pick-up and delivery service arrangement.
- (c) Pick-up and delivery locations must be within Malaysia, with the exclusion of areas that are remote or restricted zones, or places that require security pass/ clearance.
- (d) The pick-up and delivery service shall be performed during the operation hours of Samsung Authorized Service Center. The list of Samsung Authorized Service Center(s) are as follow:

No	State	Region	Branch	Address	Operation Time
1	Kuala Lumpur	Central	Pandan Kapital Shopping Complex	L2/23D, Ground Floor, Pandan Kapital Shopping Complex, Persiaran MPAJ, Jalan Pandan Utama, Pandan Indah 55100, Kuala Lumpur.	Mon-Sat: 10.30am-8.00pm Sun: Closed
2	Selangor	Central	Wisma Bentley Music	Level 2.02, Wisma Bentley Music, No.3, Jalan PJU 6/2, Mutiara Damansara, 47810 Petaling Jaya, Selangor.	Mon-Sat: 10am-7pm Sun & PH: Closed
3	Selangor	Central	Sunway Pyramid Shopping Mall	Lot F1.27, Sunway Pyramid Shopping Mall, No 3, Jalan PJS 11/15, Bandar Sunway, 46150, Petaling Jaya, Selangor.	Mon-Sun: 10am-10pm
4	Pulau Pinang	Northern	E-Gate	1-02-11, 1-02-12 & 1-02-13, E-Gate, Lebuhr Tengku Kudin 2, 11700 Gelugor, Pulau Pinang.	Mon-Fri: 9am-6pm Sat: 9am-1pm Sun & PH: Closed
5	Pulau Pinang	Northern	Sunway Carnival Mall	LG-15, Sunway Carnival Mall, 3068, Jalan Todak, Pusat Bandar Seberang Jaya, 13700 Seberang Perai, Pulau Pinang.	Mon-Sun: 10am-10pm
6	Johor	Southern	Molek Square	No. 27 & 29, Jalan Molek 1/5A, Taman Molek (Molek Square), 81100 Johor Bahru, Johor.	Mon-Fri: 9am-6pm Sat: 9am-1pm Sun & PH: Closed
7	Sabah	East M'sia	Karamuning Capital	No. H-0-2, Block H, Ground Floor, Karamuning Capital, 88300 Kota Kinabalu, Sabah.	Mon-Fri: 9am-6pm Sat: 9am-1pm Sun & PH: Closed
8	Sarawak	East M'sia	KCLD Kuching	No. 1, Ground Floor, Song Plaza, Lot 12168, Block 16, Jalan Tun Jugah, 93350 Kuching, Sarawak	Mon-Fri: 9am-6pm Sat: 9am-1pm Sun & PH: Closed

- (e) Samsung shall treat the free door-to-door delivery service as redeemed for 1 request each time Customer:
 - (i) Failed to cancel or postpone the pick-up or delivery time at least 2 hours prior to the appointed time, or
 - (ii) Missed the pick-up or delivery at the appointed time.
- (f) Samsung reserves the rights to amend the pick-up and/or delivery locations without prior notice.
- (g) The decision on suitability of pick up and/or delivery location is at Samsung's discretion.
- (h) For avoidance of doubt, the pickup and/or delivery service is not inclusive of service support. Service support for in- warranty Devices will be provided in accordance with Samsung warranty terms. The costs of parts and labor for

Devices that are not eligible for in warranty service (ie service falls outside Samsung's product warranty) are chargeable at Samsung's out of warranty rates. For out-of-warranty Devices, an evaluation fee to be informed by Samsung will be payable upfront at the point of collection of the Device from Customer. After evaluation by Samsung, a quotation of the costs of out-of-warranty service will be provided to Customer, and such costs must be agreed to by Customer prior to commencement of service support. Customer shall pay the costs of the out-of-warranty service directly to Samsung personnel upon receipt of the Device after service support has been completed.

6.3.3 Pick-up formalities: Prior to the collecting of Device by Samsung Service Center Personnel from customer:

- (a) Customer shall call careline 1800-88 7799 for the free pick-up and delivery service. The Call Center will check the door-to-door service coverage availability. If yes, the Service Center will call Customer to arrange for pick-up and delivery. If no, Call Center will direct Customer to the nearest Service Center.
- (b) Dispatch will collect the Device from Customer according to the agreed arrangement and schedule.
- (c) The Service Center Personnel will verify that the Customer requesting for free pick-up and delivery service is the same person that is enrolled with the Service;
- (d) The Service Center Personnel will inspect the Device to identify the eligibility for service support, for example that the Device has not been tampered with or subject to unauthorized repair, the Device has not been rooted and there is no physical damage or liquid damage;
- (e) Customer must agree and perform Samsung's standard waiver of data loss when the service is being performed; and
- (f) Customer shall ensure that all the data in the Device has been fully backed up prior to the repair service to avoid any data loss during the repair process. Customer shall also remove the SIM card (if any) from the Device prior to handling the Device over to Service Center Personnel.

6.3.4 Delivery formalities: Upon completion of Service Support:

- (a) The Service Center Personnel will inform Customer on the completion of service support, and to arrange for delivery of the Device back to Customer. The Service Center Personnel will also arrange for the repair payment method with the Customer.

- (b) If Customer desire to appoint a proxy to collect on behalf of the Customer, a Letter of Authorization is required for verification purposes.
- (c) Upon receipt of the Device, Customer or the proxy on behalf of Customer must sign a job-completion form to acknowledge that the Customer has received the Device with satisfactory service support provided.
- (d) Any subsequent issues arising from the same fault after that will be treated as a new or separate case.

For avoidance of doubt, the Device shall be deemed duly returned to the Customer when the job completion form is signed by the Customer or the proxy.

6.4 Hassle-free Data Transfer

6.4.1 Customer may, from the date of purchase of the Device up to 31 December 2021, request from Samsung for assistance to transfer data using Samsung Smart Switch, directly or indirectly through a device such as a PC:

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

For more details on Smart Switch, please refer to Smart Switch (<https://www.samsung.com/my/apps/smart-switch/>).

6.4.2 Customer may utilise the Hassle-free Data Transfer service at any Samsung Customer Service Center.

6.4.3 Samsung shall not be liable for any loss, destruction or corruption of data during the data transfer. Customer shall ensure that all data is fully backed up prior to data transfer. Prior to performing the data transfer service, Customer must execute Samsung's standard waiver of data loss during data transfer.

6.5 Diagnostic Device Check

6.5.1 Customer may, from the date of purchase of the Device up to 31 December 2021, request from Samsung assistance to perform a Diagnostic Device Check on the Device.

6.5.2 Customer may utilise the Diagnostic Device Check service via visit any Samsung Customer Service Center.

6.5.3 Diagnostic Device Check formalities: Prior to performing the Diagnostic Device Check, Samsung's technician will:

- (a) Verify that the person requesting Diagnostic Device Check is the same person that is enrolled with the Service;

- (b) Require the Customer to agree in writing to Samsung's Diagnostic Device Check's terms and conditions; and
- (c) Require the Customer to execute Samsung's standard waiver of data loss during Diagnostic Device check. Customer shall ensure that all data in the Device has been fully backed up prior to the Diagnostic Device Check. Customer shall also remove the SIM Card (if any) from the Device prior to handing the Device over to Samsung.

6.5.4 Upon completion of the diagnostic check, there may be recommendations from Samsung's technicians for Customer to do a repair on the Device, and Customer can decide whether to proceed with the recommended repair. Service support for in-warranty Devices will be provided in accordance with Samsung's warranty terms. The terms of Samsung's product warranty are found at <https://www.samsung.com/my/support/warranty/>. The costs of parts and labor for Devices that are not eligible for in-warranty service (i.e., service falls outside of Samsung's product warranty) are chargeable at Samsung's out-of-warranty rates. Costs of out-of-warranty service must be agreed to by Customer prior to commencement of service support. Customer shall pay the cost of the out-of-warranty service directly to the technician at the Samsung Customer Service Center or, if Customer has opted for door-to-door delivery service, to Samsung personnel at the point of receipt of the Device after service support has been completed.

6.6 Pre-booking Appointment

6.6.1 Customer may call the careline 1800 88 7799 and book an appointment prior to visit our dedicated support staff to avoid the long waiting time.

7. Customer Service Request

7.1 Customer may request for Device service request under the Service by contacting Samsung Careline at 1800-88-7799.

8. Customer's Covenants

8.1 In connection to this Service, Customer will not use this Service:

- (a) To submit fraudulent order, false, inaccurate, misleading, defamatory, or libelous information;
- (b) To export the unit purchased except in compliance with the export control laws of relevant jurisdictions and in accordance with posted rules and restrictions.

8.2 In the event Samsung suspects or discovers that the Customer is abusing this Service and/or Samsung in any of the ways mentioned above or otherwise, Samsung may, at its sole discretion:

- a) Take necessary steps to prevent and mitigate such abuse such as limiting, suspending, or terminating the Customer's eligibility for the Service and access to this Service; or
- b) Delaying or removing hosted content, removing any special status associated with Customer account(s), reducing or eliminating any discounts, and taking technical and/or legal steps to prevent Customer from using the Service.

9. Limitation of Liability

- 9.1 Samsung uses its reasonable effort to keep its site safe, secure, and functioning properly, but SAMSUNG does not guarantee the continuous operation of or access to this site.
- 9.2 Customer agrees that he/she is making use of this site at his/her own risk, and that it is being provided to Customer on an "AS IS" and "AS AVAILABLE" basis.
- 9.3. To the extent permitted by applicable law, Samsung shall not be in any way liable for any consequential, incidental, indirect, special or similar damages whatsoever arising from or in connection with the use, inability to use or performance of the Service, including without limitation loss of revenue, loss of profits, loss of opportunity, loss of business, loss of goodwill, loss of reputation, loss of the use of the Service or Device, costs of substitute equipment, loss due to downtime cost, costs of recovering, reprogramming or reproducing any program or data stored in or used with a system containing the Service or Device or loss or damage, corruption or compromise of data, whether due to breach of warranty, strict liability, product liability, the negligence of Samsung, or otherwise, even if Samsung is aware of the possibility of such damages.
- 9.4. Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Service.
- 9.5. Customer shall be deemed to be able to perform legally binding contract upon his/her submission of personal details and there shall not be any refund or costs whatsoever arising from his/her violation of the minimum age stated herein.
- 9.6. Warranty of the Device is subject to standard product warranty coverage as per terms and conditions stated in the official corporate website at <http://www.samsung.com/my/support/warranty>. Customer is advised to check the website from time to time and stay informed for any changes on the terms and conditions of the warranty.
- 9.7. All transportation, personal costs and/or any other costs, fees and/or related expenses arising out of the collection of the phone are the Customer's sole responsibility, otherwise stated.

10. Indemnity

- 10.1 Customer will fully indemnify and hold Samsung (and its affiliates and subsidiaries, its respective officers, directors, employees, agents) harmless from any claim or demand,

including reasonable legal fees, made by himself/herself or any third party due to or arising out of his/her breach of these Terms and Conditions, improper use of the site or breach of any law or the rights of a third party.

11. Privacy

11.1 By providing Customer's personal data, Customer is indicating that he/she has read, understood and agreed that his/her personal data will be recorded, stored or otherwise processed in accordance to Samsung's Privacy Policy available at <http://www.samsung.com/my/info/privacy.html>.

12. General

12.1 Any applicable service fee, once paid is not refundable, even if no claims under the Service have been made by the Customer or if the Customer has not consumed all of the Service.

12.2 The Service is personal to the registered Customer and Device is not transferable to another person or device.

12.3 Samsung shall not be liable for any loss, destruction or corruption of data during the data transfer. Customer shall ensure that all data is fully backed up prior to any data transfer. Customer must execute Samsung's standard waiver of data loss during data transfer.

12.4 In the event Customer have queries with regard to the Service; please call Samsung careline at 1-800-88-7799 for clarification.

12.5 Samsung reserves the right to make amendments to the Terms and Conditions of the Service herein without prior notice.

12.6 All pictures and/or images of the Device or Service found in any advertising and marketing materials are for illustration purposes only and may be different from the actual products and services provided.

12.7 Samsung reserves the right to disqualify any submissions for the Protection Replacement or Repair redemption in the event of violation of any of the Terms and Conditions.

12.8 In case of any dispute, Samsung reserves the right to make the final decision and shall have the right to cancel, disqualify the order or forfeit the eligibility of Customer necessarily.

12.9 By accepting this Service, Customer agrees to grant Samsung and their respective parent companies, subsidiaries, affiliates, licensees, directors, officers, agents, independent contractors and advertising/promotion agencies the use of his/her full details submitted through the Service, without further compensation, unless prohibited by law.

12.10 In the event of inconsistencies between the terms and conditions found elsewhere with regard to this Service (if any) and the Terms and Conditions herein, the latter shall prevail.

12.11 These Terms and Conditions herein shall be governed by the laws of Malaysia and parties submit to the exclusive jurisdiction of the Malaysian Courts.

Samsung Galaxy Z Fold2 will be qualified for the entitlements under the Galaxy Z Premier Service in accordance with the terms of the Customer Agreement for Samsung Galaxy Z Premier Service.

You can also enjoy other complimentary customer service benefits, such as 24/7 Premium careline, One-Time Inner Screen Protection, Free Onsite Pick-up and Delivery Service, data transfer assistance, diagnostic checks and dedicated priority queue at authorized Samsung Customer Service Centres.

Terms and conditions apply. For more details, kindly refer the full Galaxy Z Premier Service Customer agreement [here](#).