

## Samsung Care+ Device Support Package (Value Added Service)

Dear Valued Customer,

We are pleased to welcome you to the Samsung Care+ Device Support Package (the “**Product**”) provided to you by **Samsung Malaysia Electronics (SME) Sdn Bhd** (“**Samsung**”).

The Terms and Conditions are set out below and shall govern the relationship between you and Samsung in relation to your purchase and use of Samsung Care+. You are hereby advised to read the terms and conditions carefully.

This is an electronically generated document. By purchasing the Product, you are deemed to understand the features of the Product and your access to this Terms of Service and continued use of the Product shall be deemed as your consent to the Terms of Service.

Samsung may amend or alter this Terms of Service from time to time and you shall be notified accordingly through the contact details that you provided us at the time of your purchase of the Product.

### 1.0 General Terms and Conditions

1.0.1 This Product provides you with the following services (“**Services**”):

- (a) Device Repair Concierge for Mobile Devices and Home Appliances;
- (b) Screen Protector Film Replacement redeemable with Device Repair Concierge services for Mobile Devices and Home Appliances
- (c) Technical Support; and
- (d) Logistic services for pick-up and delivery of Device ancillary to sub-paragraphs (a) and (b) above.

1.0.2 The general terms and conditions set out under Section 1.0 herein are applicable to all the Services.

1.0.3 Terms and conditions specific to each of the Services are stipulated in Section 2.0 hereinbelow. The terms under Section 2.0 shall be in addition and supplemental to Section 1.0 herein.

1.0.4 In the event of conflict between the terms in Section 1.0 and Section 2.0, the terms in Section 2.0 shall prevail.

## 1.1 Definitions

1.1.1 **Contract Period:** Any of the following period which you purchased this Product for:

- (a) A fixed term of one (1) year from the Contract Period Start Date;
- (b) A fixed term of two (2) years from the Contract Period Start Date;
- (c) A fixed term of three (3) years from the Contract Period Start Date, or
- (d) A monthly term of one (1) month from the Contract Period Start Date which will continue on a month-to-month basis for a maximum period of 36 months, unless otherwise cancelled by You or Samsung.

until and unless this Product is terminated in accordance with this Terms of Service.

1.1.2 **Contract Period Start Date:** The date of which you purchase this Product (for offline store purchases) and/or the shipment date (for online store purchases).

1.1.3 **Home Appliance:** Samsung branded consumer electronics such as televisions, refrigerators, washing machines or computers owned by you and carry with it a designated industry recognized serial number, manufacturer and other applicable model.

1.1.4 **Inspection Fee:** Costs and fee incurred by Samsung in performing inspection on the Device as requested by you and shall include all applicable taxes. This is only payable where inspection on the Device or Home Appliance has been carried out by Samsung Authorized Service Centre and you do not wish to proceed with the repair for whatsoever reasons. This Inspection Fee shall be paid in full by you prior to Samsung returning the Device to you.

1.1.5 **Manufacturer's Warranty:** The original warranty given by Samsung in respect of a Mobile Device.

1.1.6 **Mobile Device:** Samsung smartphones, tablets and/or smartwatches owned by you.

1.1.7 **Product Fee:** Price of the Product which is paid upfront upon purchasing this product.

1.1.8 **Repair Fee:** Costs and fees incurred by Samsung in performing repair on the Mobile Device or Home Appliance (whichever is applicable) as requested by you, which shall include the costs of parts used and all applicable taxes. This Repair Fee shall be paid in full by you upon completion of repair works on the Mobile Device.

1.1.9 **Services:** The services you enjoy as set out under Section 1.0 above.

1.1.10 **Transportation Fee:** Costs and fees incurred by Samsung in making special arrangement for transportation (i.e., collection and delivery) of your Home Appliance for repair purposes.

1.1.11 **You/your:** Customer who purchased the Product.

## 1.2 Services available

- 1.2.1 During the Contract Period, you are entitled to make service request(s) for each of the Services as set out below:
- (a) Unlimited Device Repair Concierge service request; and/or
  - (b) Unlimited Technical Support service request; and/or
  - (c) One (1) Screen Protector Film Replacement service request per year/ per rolling 12-months during the Contract Period
- 1.2.2 Any and all service request(s) made by you under this Product are subject to the following conditions:
- (a) The details relating to any repair(s) and value of any repairs performed by Samsung is subject to Samsung's sole discretion and determination, and such determination shall be final and conclusive.
  - (b) Service fulfilment within Malaysia only.
  - (c) The Mobile Device and/or Home Appliance must:
    - (i) have been purchased and owned by you in Malaysia;
    - (ii) have been manufactured in Malaysia or legally imported into Malaysia;
    - (iii) have been sold through the Samsung's authorized dealer / distributor supported by an invoice and Manufacturer's Warranty; and
    - (iv) be owned by you and in the case of Home Appliance, must be in your residence.
- 1.2.3 This Product is not assignable or transferable by you to another individual for any reason (including but not limited to the Mobile Device and/or Home Appliance being sold to a third party).
- 1.2.4 Without prejudice to the terms and conditions in this Terms of Service, in performing the Services under this Product, Samsung shall have the option to outsource, delegate, assign or sub-contract the performance of the Service(s) or any other supporting service(s) under this Terms of Service in its sole and absolute discretion.

## 1.3 Contract Period

- 1.3.1 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 Product Fee in full to Samsung, unless otherwise terminated in accordance with this Terms of Service.
- 1.3.2 Where the Contract is purchased through the Samsung Online Store, the Contract Period Start Date is when activation of the Contract commences, which is currently on the ship-out date of the Mobile Device.

## 1.4 Termination

- 1.4.1 This Product shall be immediately and automatically terminated upon the occurrence of any of the following event(s). Note that in such case, no refund shall be payable to you.
- (a) Where the serial number or IMEI number of the Mobile Device and/or Home Appliance is removed, obliterated or altered; or
  - (b) Upon expiration of the Contract Period; or
  - (c) Where there are reasonable grounds to believe or suspect that the service request(s) submitted is fraudulent, wrongful and/or in contravention of this Terms of Service including but not limited to providing false or incorrect personal information, false or inaccurate details in relation to the Mobile Device and/or Home Appliance which you are making the service request for.

## 1.5 Service Request Process

- 1.5.1 You may submit a service request by:
- (a) Visiting our portal at <https://my.careplus.co/> and select Device Support Service;
  - (b) Calling us at +603 9078 4999 from 9:00 a.m. to 6:00 p.m. local time (GMT+8), Monday to Sunday, including public holidays.

For service requests outside operation hours, please proceed to our online portal as stated in Clause 1.5.1 (a) above and submit your service requests there.

- 1.5.2 Following your submission of the service request, Samsung will inform you of any applicable fee payable for the Service(s) you requested. The details of which are set out in Section 2.0 below.
- 1.5.3 Notwithstanding your registration of service request in accordance with clause 1.5.1 and 1.5.2 above, Samsung reserves the right to reject your service request(s) and/or to terminate this Product in the event you failed to make payment for the applicable fee as described in clause 1.5.2 above.

## 1.6 Warranties and Limitation of Liability

- 1.6.1 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.
- 1.6.2 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 Terms of Service.
- 1.6.3 Except where expressly provided in this Terms of Service:

- (a) In no event shall Samsung's liability exceed the amount paid by you under this Terms of Service; and
- (b) Samsung's limitation of damage and the remedies provided herein shall be your sole and exclusive remedy.

1.6.4 This limitation on liability provision shall survive in any event and all circumstances.

1.6.5 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

## 1.7 Force Majeure

1.7.1 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.

1.7.2 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.

1.7.3 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 Terms of Service 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.

## 1.8 Data Processing Consent

By entering into this Contract, you hereby agree that you have read, understood and agreed that your personal data (whether indicated in the 'Summary of Your Details' section above or obtained elsewhere) will be recorded, stored or processed in accordance to Samsung's Privacy Policy available at <http://www.samsung.com/my/info/privacy.html>.

## 1.9 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.

## 1.10 Grievance

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

## 1.11 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.

## 2.0 Specific Terms and Conditions

### 2.1 Device Repair Concierge

2.1.1 Device Repair Concierge provides you access to Samsung Authorized Service Centre to get your Samsung Mobile Device and/or Home Appliance repaired, subject to the terms and conditions of this Terms of Service.

2.1.2 You shall be responsible to backup and restore any data you may have in your Mobile Device or Home Appliance when requesting for Device Repair Concierge service. Samsung Authorized Service Centre shall not be responsible for any data loss or recovery due to and arising from the repair services provided.

### Repair Process

2.1.3 Upon obtaining the details of your broken Mobile Device or Home Appliance through your submission of service request pursuant to clause 1.5.1 under Section 1.0 above, Samsung will advise you of the estimated costs of repair ("**Estimated Costs**").

2.1.4 In the event you are agreeable to the Estimated Costs for the **Mobile Device**, Samsung will arrange for pick-up of your Mobile Device at designated location and deliver the same for repair.

2.1.5 In the event you are agreeable to the Estimated Costs for the **Home Appliance**, Samsung will make arrangement with you and Samsung Authorized Service Centre for an appointment to carry out on-site inspection on the Home Appliance at your residence.

2.1.6 Upon inspecting the Device or Home Appliance and prior to repairing your Device or Home Appliance, Samsung shall advise you of the estimated repair fee payable by you and the

duration of the repair, which can be anytime between one (1) hour and seven (7) business days depending on the spare parts availability.

- 2.1.7 If you do not agree with the estimated repair fee of the **Mobile Device**, Samsung will arrange for the Device to be returned to you at your designated location. Note that Samsung will collect Inspection Fee from you. You are required to make payment for the Inspection Fee based on the payment method prescribed by Samsung, failing which, you agree that Samsung is entitled to withhold and retain your Device in its possession. Samsung will return the Device to you at your preferred time and location upon receipt of the Inspection Fee.
- 2.1.8 If you do not agree with the estimated repair fee of the **Home Appliance**, Samsung Authorized Service Centre will not perform the on-site repair and will leave your residence without carrying out repair services. Note that Samsung will collect Inspection Fee from you and you shall make payment of the Inspection Fee based on method prescribed by Samsung.
- 2.1.9 Only if you are agreeable to the estimated repair fee and repair duration, Samsung Authorized Service Centre will proceed with repair on the Mobile Device or Home Appliance (whichever is applicable).
- 2.1.10 Upon completion of repair of the **Mobile Device**, Samsung will advise you of the Repair Fee payable by you upon completion of the repair and you shall make payment of the Repair Fee to Samsung in accordance with the payment method prescribed by Samsung prior to Samsung returns the Mobile Device.
- 2.1.11 Upon completion of repair of the **Home Appliance** at your residence, Samsung and/or Samsung Authorized Service Centre will advise you of the Repair Fee payable and you shall make payment of the Repair Fee to Samsung in accordance with the payment method prescribed by Samsung.
- 2.1.12 Where repair of **Home Appliance** cannot be carried out at your residence, upon completion of repair of the **Home Appliance**, in addition to the Repair Fee, Samsung will charge you Transportation Fee. You shall make payment of the Repair Fee and Transportation Fee to Samsung in accordance with the payment method prescribed by Samsung.
- 2.1.13 All repairs performed will be eligible for a ninety (90) days warranty for the parts repaired/replaced by Samsung Authorized Service Centre.

## **Fees Payable**

- 2.1.14 As stated in clause 1.5.1 under Section 1.0 above, you are required to pay for the following fees (whichever applicable) in order to enjoy the Device Repair Concierge service:
  - (a) Repair Fee;
  - (b) Inspection Fee, only where you do not agree to proceed with repair after inspection

- of the Mobile Device, or Home Appliance, whichever is applicable; and/or
- (c) Transportation Fee, where Home Appliance needs to be transported out of your residence for repairation be carried out and deliver back to your residence upon completion.

2.1.15 You will not be charged any fees for pick-up and delivery of your Mobile Device as it is one of the Services under this Product.

## 2.2 Technical Support

2.2.1 Technical Support provides you concierge and technical support assistance via digital self-service and live agents to troubleshoot and resolve technical device usage issues, subject to the terms and conditions of this Terms of Service.

### Tech Support Process

2.2.2 You may access an online manual guide to troubleshoot the issue(s) you are facing with your Mobile Device.

2.2.3 If the issue cannot be resolved using the online manual guide, you may request assistance from our agent by calling us at +603 9078 4999 or dropping a message at our Live Chat option made available at <https://my.careplus.co/>

2.2.4 Our agent may contact you directly through your contact number if remote assistance is required to troubleshoot and rectify the fault on your mobile device.

2.2.5 If the issue remains unresolved, you may request for Device Repair Concierge under this Product.

2.2.6 The Repair Process and Fees Payable as detailed under Device Repair Concierge shall follow and apply accordingly.

## 2.3 Screen Protector Film Replacement

2.3.1 Screen Protector Film Replacement provides complimentary screen protector film replacement for your Smartphone Mobile Device that has opted for Device Repair Concierge service stated in clause 2.1 under Section 2.0 above.

2.3.2 Screen Protector Film Replacement includes screen installation, film used, labour cost and all applicable taxes.

## **Screen Protector Film Replacement Process**

- 2.3.3 Upon requesting Device Repair Concierge service for your Smartphone Mobile Device, you will be provided with a complimentary Screen Protector Film Replacement.
- 2.3.4 The Repair Process and Fees Payable as detailed under Device Repair Concierge shall follow and apply accordingly.

## **2.4 Logistic Service**

- 2.4.1 Under this Product, Samsung will provide Mobile Device pick-up and delivery services via appointed logistics service providers.
- 2.4.2 Samsung will contact you prior to the Mobile Device being collected to confirm the exact time and location.
- 2.4.3 Once the information has been confirmed, Samsung shall instruct the logistics partner to collect the Mobile Device from you in accordance with your confirmed time and location.
- 2.4.4 Samsung will inform you of the reverse charge reference number of the logistic partner and the name of logistic provider picking up your mobile device. Please do not handover your Mobile Device to the logistic partner if the reverse charge reference number does not match.
- 2.4.5 You shall be responsible to backup and restore any data you may have in your Mobile Device prior to handing over your mobile device to the logistics partner.
- 2.4.6 Once the Mobile Device has been repaired, Samsung will contact you to schedule the Mobile Device delivery and you will need to inform us of your preferred time and location.
- 2.4.7 Once the delivery details have been obtained, Samsung will notify the logistics partner to deliver the Mobile Device to you based on the agreed time and location.
- 2.4.8 You may be contacted by Samsung anytime during the pick-up and delivery services to ensure a smooth process and experience is rendered.