

Customer Agreement for Samsung Care+

This Customer Agreement ("Agreement" or "Terms" or "Terms and Conditions") constitutes a legally binding contract between Samsung Electronics Philippines Corp. ("Samsung") and you ("You" or "Customer") and governs Your use of the Samsung Care+ For Consumer Electronics and Samsung Care+ Premium For Consumer Electronics (each a "Service Plan") in relation to the Samsung product purchased by You ("Product").

You are hereby advised to read and understand the terms and conditions carefully. By using the Services, You agree to the terms of this Agreement, as may be amended from time to time. If You do not agree to these terms and conditions, please do not use the Services.

1. Service Plan

1.1 Samsung Care+ For Consumer Electronics is an extended warranty for the Product.

1.2 Samsung Care+ Premium for Consumer Electronics is an extended warranty for the Product, along with Maintenance Services., Complimentary Service for accessory and Complimentary Drum Cleaning Kit if applicable.

2. Purchase Requirements

2.1 Samsung Care+ Premium will be available for selected and limited model range, at Samsung's sole discretion.

2.2 Each Samsung Care+ Premium must be registered to a Samsung Product ("Product") for the Maintenance Services., Complimentary Service for accessory and Complimentary Drum Cleaning Kit if applicable to the Product. Except as expressly provided in this Agreement, the Service Plan is not assignable or transferrable by you or to another model range/ Product, for any reason (including but not limited to the Product being sold to a third party).

2.3 The Service Plan shall be void for Product(s) used for commercial purpose. The Service Plan is strictly for personal use only.

2.4 The Service Plan is valid and effective only when purchased at Samsung's official e-store found at www.samsung.com/ph.

3. Service Plan shall comprise of the following:

3.1 Extended Warranty

3.1.1 The Warranty Terms and Conditions as stated on our Samsung Website (<https://www.samsung.com/ph/support/warranty/>).

3.2 Maintenance Services (“Maintenance Service(s)”)

3.2.1 Maintenance Services for Air Conditioner Services

(a) Customer shall be entitled to Maintenance Services with the purchase of a Service Plan.

(b) Maintenance Services shall be performed exclusively by a Samsung accredited service center, at the latter’s reasonable discretion. Any previous repair/maintenance service must have been performed in the Philippines and by an accredited service center.

(c) The number of counts of Maintenance Services is dependent on the Service Plan purchased more particularly described in Schedule A.

(d) Customer may call our Samsung Hotline or start a live chat with us online to make an appointment. Our Customer Service Specialist will verify if the Product has a valid Service Plan.

(e) An appointment will be scheduled subject to appointment slot and technician availability.

(f) Prior to performing the Maintenance Service,

i. Technician will perform an assessment of the Product to ascertain the service suitability. If a repair is required, the Technician will perform the repair in accordance with our warranty policy.

ii. Customer shall agree in writing to Samsung’s standard terms and conditions for repair and service.

(g) Maintenance Services under a Service Plan applies to a valid Service Plan

i. For expired Service Plans, any unutilized Maintenance service count will be forfeited and there will not be any refund or extension of Service Plan.

(h) The scope of the Maintenance Service is more particularly described in Schedule B.

i. Samsung and our technicians reserve the right to change the Maintenance Service where appropriate or necessary.

Schedule A				
(For Air Conditioner products)				
Duration of Samsung Care+ Premium purchased				
	1 + 1 Year	1 + 2 Years	1 + 3 Years	1 + 4 Years
Air Conditioner	2	4	6	8

Schedule B Maintenance Scope for Aircon	
	<ul style="list-style-type: none"> ① Health Check ② Gas Leakage Check ③ Filter Cleaning ④ Blower Cleaning ⑤ Water Tray Cleaning ⑥ Drainage Pipe Cleaning ⑦ Evaporator Coil Cleaning

3.2.2 Maintenance Services (“Maintenance Service(s)”) for all Products except Air Conditioner

(a) Customer shall be entitled to Maintenance Services with the purchase of a Service Plan.

(b) Maintenance Services shall be performed exclusively by a Samsung accredited service center, at the latter’s reasonable discretion. Any previous repair/maintenance service must have been performed in the Philippines and by an accredited service center.

(c) The number of counts of Maintenance Services is dependent on the Service Plan purchased more particularly described in Schedule C.

(d) Customer may call our Samsung Hotline or start a live chat with us online to make an appointment. Our Customer Service Specialist will verify if the Product has a valid Service Plan.

(e) An appointment will be scheduled subject to appointment slot and technician availability.

(f) Prior to performing the Maintenance Service,

i. Technician will perform an assessment of the Product to ascertain the service suitability. If a repair is required, Technician will perform a repair in accordance with our warranty policy

ii. Customer shall agree in writing to Samsung’s standard terms and conditions for repair and service

(g) Maintenance Services applies to a valid Service Plan

i. For expired Service Plans, any unutilized Maintenance service count will be forfeited and there will not be any refund or extension of the Service Plan.

(h) The scope of the Maintenance Service is more particularly described in Schedule D.

i. Samsung and our technicians reserve the right to change the Maintenance Service where appropriate or necessary.

	Schedule C (For Air Conditioner products)			
	Duration of Samsung Care+ Premium purchased			
	1 + 1 Year	1 + 2 Years	1 + 3 Years	1 + 4 Years
Air Dresser/ Oven / Refrigerator Washer Dryer / Dryer / Washer Front Load/ Washer Top Load	1	2	3	4
TV	1	2	n/a	n/a

Schedule D (All other products)	
Air Dresser	<ul style="list-style-type: none"> ① Health Check ② Lint filter Cleaning ③ Water Filter Cleaning ④ General Cleaning
Oven	<ul style="list-style-type: none"> ① Health Check ② General Cleaning ③ Oil Filter Cleaning (for applicable models)
Refrigerator	<ul style="list-style-type: none"> ① Health Check ② Door / Leg Alignment ③ Cleaning back cover & condenser coil
Washer Dryer	<ul style="list-style-type: none"> ① Health Check ② Door Area Cleaning (including Gasket) ③ Debris Filter/Detergent Dispenser Cleaning ④ Heat Exchanger Cleaning (For Dryer) ⑤ Lint Filter Cleaning (For Dryer)
Dryer	<ul style="list-style-type: none"> ① Health Check ② Heat Exchanger Cleaning ③ Door Area Cleaning (including Gasket) ④ Lint Filter Cleaning
Washer Front Load	<ul style="list-style-type: none"> ① Health Check ② Door Area Cleaning (including Gasket) ③ Detergent Dispenser Cleaning ④ Debris Filter Cleaning

Washer Top Load	① Health Check ② Detergent Dispenser Cleaning ③ Debris Filter Cleaning
TV	① Health Check ② Check connected devices ③ Screen and rear cover cleaning

4. Miscellaneous

(a) The Service Plan is provided alongside to Samsung's standard product warranty terms and conditions. The terms of Samsung's product warranty can be found at <https://www.samsung.com/ph/support/warranty/>

(b) Exclusions: Loss of Product, theft of Product, damage beyond repair, broken Product or deliberate damage to Product. Transportation cost is to be paid by customer for the maintenance service. Violation and/or non-compliance of Samsung's standard product warranty, any form of abuse or negligence shall also be excluded from the Service Plan, including other acts analogous to the foregoing.

(c) Any fees paid is not refundable, even if there are no claims under the Service Plan.

(d) The Service Plan is personal to the Customer and Product, and is not transferable to another person or product. Customer may transfer the Service Plan from the Product to another Samsung product ("Replacement product") due to an exchange made under this Customer Agreement or by Samsung under the manufacturer's warranty, provided always that the Replacement product is the same model as the Product.

(e) To the fullest extent permitted by 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 Plan, including without limitation loss of revenue, loss of profits, loss of opportunity, loss of business, loss of goodwill, loss of reputation, failure to realise savings or other benefits, loss of use of the Services Plan or Product, loss of or damage to other property due to the malfunction of the Product, costs of substitute Product, 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 Plan or the Product, or loss, 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.

(f) Samsung may immediately terminate the Services if:

- i. Customer has breached this Customer Agreement;
 - ii. Customer has abused the Service Plan or has used the Service Plan in a manner that is fraudulent, illegal or related to any criminal activity; or
 - iii. Customer has provided Samsung with incorrect or false information.
- (g) As a prerequisite to enrolling and using the Service Plan, Customer consents to Samsung collecting Customer's personal data to enable Samsung to provide the services to Customer and for analytical / statistical purposes, and such other purposes with Customer's consent. Samsung's use of Customer's personal data is governed by Samsung's Privacy Policy (<https://www.samsung.com/ph/info/privacy/>).

5. Termination of Repair Contract

This Agreement will be immediately and automatically terminated in the following events. In such case, no refund will be due to you.

5.1 Fraud, attempted fraud, or non-disclosure of any changes to the Product that affects this Agreement.

5.2 Where the asset serial number is removed, obliterated or altered from the Product.

5.3 If repairs have been conducted by unauthorized repair centers or person at any point during or before the Agreement/ Service Plan.

6. Service Request Process

6.1 Service request must be submitted within 14 days from the date when the issue/damage occurred and/or before the Contract Period End Date (whichever is earlier). Otherwise, Samsung reserves the right to deny the Service request.

6.2 Notify Samsung by:

6.2.1 Calling the numbers below:

All Products

1-800-10-7267864 [Toll Free, PLDT]

1-800-8-7267864 [Toll Free, Globe]

8422-2111 [Standard Landline]

Mon-Fri (9:00 AM - 6:00 PM)

6.2.2 Samsung will register the Service request and inform you regarding any fees that you need to pay (as applicable).

6.2.3 Samsung schedules the Service through its service network of Samsung accredited service centers.

7. Governing Law & Jurisdiction

The construction, interpretation and meaning of the provisions of this Agreement shall be determined in accordance with Philippine laws and shall be resolved exclusively by the courts of Taguig City

8. Grievance

In case of any grievance, you may contact us via the following options below:

Live Chat (24/7)

www.samsung-livechat.sprinklr.com/seao/ph/index.html

Call (Mon-Fri / 9am-6pm)

8422-2111

9. Data Privacy

9.1 Samsung respects Your privacy. In order to make the services available to You and process the transactions made by You, Samsung and/or its partners may collect certain information and personal data from You, and use, process and/or disclose such information and data in accordance with our Privacy Policy. You agree that to provide the services, Samsung and/or its partners may transfer information related to You and/or Your personal data to accredited subcontractors or affiliates related to this service. Samsung may update the Privacy Policy, time to time, so please periodically review the Privacy Policy.

9.2 You agree to provide accurate, current, and complete information required to register with the services and at other points as may be required in the course of using the services. The data or information You provided may be used by Samsung in conducting our internal services, marketing campaigns, and surveys to be used for future product offerings and service enhancement. Samsung may terminate Your rights to any or all of the services if any information You provide is false, inaccurate or incomplete. You agree to the use of Your data in accordance with Samsung's privacy policies. You may change Your registered personal details by notifying Samsung, however You are not allowed to change the registered name (save for situation of misspelling of Your

name or any similar situation). You may access Samsung's Privacy Policy on this link: <https://www.samsung.com/ph/info/privacy/>

10. Warranties and Liability

10.1 THE SERVICES IS 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 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT.

10.2 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 performance or failure to perform under this Agreement. Except where expressly provided in this Agreement, , in no event shall Samsung's liability exceed the amount paid by You under the Service Plan. Except where expressly provided in this Agreement, the damage limitations provided in this Repair Contract and the remedies stated herein shall be Your sole and exclusive remedy. This limitation on liability shall survive failure of any essential purpose.

10.3 You agree to indemnify, defend, and hold harmless Samsung, its contractors, employees, and agents from any claims, losses, damage, liabilities (including legal fees and expenses) arising out of Your use of the services, Your violation of the rights of any third party, or any breach of this Agreement.

11. Force Majeure

11.1 Samsung is not liable or responsible for any failure to perform, or delay in performance of any obligations under this Agreement that is caused by events outside reasonable control ("Force Majeure Event"), in particular (without limitation) (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 any natural disaster.

11.2 Samsung's performance under this Agreement is deemed to be automatically suspended for the period that Force Majeure Event continues, and Samsung will have an extension of time for performance for the duration of that period.

11.3 Samsung will use its reasonable efforts to bring the Force Majeure Event to a close or to find a solution by which Samsung's obligations under these Agreement may be performed despite the Force Majeure Event.