SAMSUNG
Care+

Terms of Service of Samsung Care+ Mobile Device Repair Contract for Cracked Screen Breakage, Breakage / Liquid Breakage and Breakdown After Manufacturer's Warranty Period

We are pleased to welcome You to the Samsung Care+ Mobile Device Repair Contract provided to You by **Samsung Electronics Philippines Corporation** ("**Samsung**").

1. Summary of Your Details:

Contract No.	: <Contract Number>
Customer's Name	:
Customer's Email Address	:
Customer's Mobile Phone Number	:
Mobile Device Model	:
IMEI/ Serial Number	:
Mobile Device RRP (inclusive of VAT)	:
Mobile Device Purchase Date	: <Device Purchase Date>
Samsung Care+ Plan	
Contract Period Start Date for Breakage/ Cracked Screen Breakage	: <SC+ purchase date or up to 30 days from Device Purchase Date >
Contract Period End Date for Breakage/ Cracked Screen Breakage	: For Upfront Payment Products: <12/ 24 months from Start Date for Breakage> For Monthly Payment Products: Subject to Your payment of the applicable Product fees, Breakage coverage will continue on a month to month basis for a maximum period of 36 months from the Start Date for Breakage service above, unless otherwise cancelled by You or Samsung.
Contract Period Start Date for Breakdown	: <1 year from Device Purchase Date>
Contract Period End Date for Breakdown	: For Upfront Payment Products – 24M ADLD product: <24 months from Start Date for Breakage>

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	(same end date as 24M ADLD product for Breakage) For Monthly Payment Products: Subject to Your payment of the applicable Product fees, Breakdown coverage will continue on a month to month basis for a maximum period of 24 months from the Start Date for Breakdown until the same end date as Breakage, unless otherwise cancelled by You or Samsung.
Repair Contract Fee	:
Maximum Repair Value (for Breakage)	: Unlimited Repair for Breakage including any type of Water/Liquid Breakage BER Replacement: - 12M: x1 - 24M: x2 - 36M MPMC: x1 every 12 months
Maximum Repair Value (for Breakdown)	: Unlimited Repair for Breakdown BER Replacement: - 24M: x2 - 36M MPMC: x1 every 12 months
Maximum Repair Value (for Cracked Screen Breakage)	: 1 Claim for entire Plan period (12 months) BER Replacement: Not applicable
Repair Service Fee	1. Smartphone A0x, A1x: Waived A2x, A3x: Waived A5x, S FE: Waived S Series: Waived Flip: PHP 3,500 Fold: PHP 6,000 2. Tablet: Waived 3. Wearable: Waived
Replacement Service Fee	: 1. Smartphone A0x, A1x: PHP 500 A2x, A3x: PHP 1,000 A5x, S FE: PHP 1,500 S Series: PHP 3,000 Flip: PHP 3,500 Fold: PHP 6,000 2. Tablet Tab Low: PHP 1,000 Tab High: PHP 2,500 3. Wearable Watch Low: PHP 1,500 Watch High: PHP 2,500
Territorial Limits	: Territorial: Worldwide for Breakage and Cracked Screen Breakage

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	Notwithstanding the Territorial Scope being Worldwide, this Samsung Care+ Service may not be available in certain countries or nations and is not available where prohibited by law

1.1 The Terms and Conditions set out in this Contract shall govern the relationship between You and Samsung in relation to Your purchase and use of Samsung Care+.

1.2 You are hereby advised to read the terms and conditions carefully. Your use of Samsung Care+ upon the Contract Period Start Date as stated above 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 2.4 below, this Contract will serve You for:

1.5.1 Any Breakage/ Cracked Screen 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 starting from the expiration of the first year of the Manufacturer's Warranty Period.

1.6 You are entitled to the following types of repair under this Contract in accordance with the terms and conditions herein:

(a) In respect of repair request(s) pertaining to Breakage and/or Water/Liquid Breakage of Mobile Device, You are entitled to repair request for repairs or replacement device based on the allowable number of replacement during the Contract Period, and subject to the Maximum Value For Breakage (as stated in the "Summary of Your Details" section above);

(b) In respect of repair request(s) pertaining to Breakdown of Mobile Device, you are entitled to repair request for repairs or replacement device up to the allowable number of replacement (for Breakdown) upon expiration of the first year Manufacturer's Warranty Period until the Contract Period End Date, and subject to the Maximum Value For Breakdown (as stated in the "Summary of Your Details" section above);

(c) In respect of repair request(s) pertaining to Cracked Screen Breakage of Mobile Device, You are entitled to repair request for repairs based on the allowable number during the Contract Period, and subject to the Maximum Value For Cracked Screen Breakage (as stated in the "Summary of Your Details" section above);

1.7 The Contract Period shall not be extended or renewed in any circumstances except for Monthly Product as stipulated in these Terms and Conditions.

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1.8 For Monthly Product, monthly payments shall be collected from You in advance, on or around the same day of each month, unless and until the Contract is cancelled by You or Samsung. The first monthly payment shall be collected at the commencement of the Contract, or upon the expiry of any applicable promotional period, whichever is later.

1.9 If a monthly payment is not received, Samsung will notify You by email and may attempt to collect the payment again. If payment cannot be collected within fifteen (15) days from the billing date, Samsung will cancel the Contract, and the Service will end at the end of the last paid month.

1.10 The Service Fee (as may be applicable) as stated in this document will apply for each repair request.

1.11 Easy repair request registration.

1.12 7 days a week multi-lingual call centers and dedicated repair requests portal.

1.13 Free pick up and delivery service in the Philippines (subject to various terms and conditions and until and unless otherwise notified).

1.14 During the first year of Contract Period, You are only entitled for Breakage/ Cracked Screen Breakage repair hence relevant terms and conditions shall apply.

If You have a repair request, please submit the repair request through our portal https://ph.careplus.co/ or You may contact us at 02 77922680 between 9am to 8pm Monday to Sunday (including public holidays).

This is an electronically generated document. By supplying all the information above, You hereby affirm that You have voluntarily given Your consent to be bound by the terms of this Repair Contract.

2. Terms and Conditions

2.1 Definitions

2.1.1 **Beyond Economic Repair (BER):** Cost of a repair is equal to or greater than 85% of the Mobile Device RRP.

2.1.2 **Breakage:** Any visible or non-visible damage or Water/Liquid Breakage (as defined herein), which need not be visible) occurring to the Mobile Device during Contract Period, by sudden, unforeseeable and external means, including dropping, impact, fire and liquid contact that cause breakage to the Device, which adversely affects the functionality of the Mobile Device.

2.1.3 **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.

2.1.4 **Breakdown:** defects and/or failure of a Mobile Device as provided for under the Manufacturer's Warranty after expiry of the Manufacturer's Warranty Period.

2.1.5 Cracked Screen Breakage: Any breakage occurring to the Mobile Device resulting in a crack(s) to the main screen during the Contract Period, by involuntary and external means.

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2.1.6 **Contract Period**:

2.1.6.1 In respect of Breakage/ Cracked Screen Breakage, this means the period commencing from the Contract Period Start Date For Breakage/ Cracked Screen Breakage until the Contract Period End Date For Breakage/ Cracked Screen Breakage;

2.1.6.2 In respect of Breakdown, this means the period commencing from the Contract Period Start Date For Breakdown until the Contract Period End Date For Breakdown

2.1.7 **Customer**: the person named in the personalized Repair Contract issued by Samsung to You by email and/ or SMS after the purchase of the Product.

2.1.8 **Immediate Family Member:** Means Customer's spouse and/or child/ren.

2.1.9 **Manufacturer Covered Breakdown:** Breakdown covered by the Manufacturer's Warranty during the Manufacturer's Warranty period. The covered breakdown will vary for each Mobile Device in accordance with the Manufacturer's Warranty for the said Mobile Device.

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

2.1.11 **Manufacturer's Warranty Period:** The uninterrupted period of the Manufacturer's Warranty cover as stated on the original official Manufacturer's Warranty certificate or publication.

2.1.12 **Mobile Device:** Smartphones, tablets and/or smartwatches which should be for personal use only and not to be used for commercial, rental, or profit generation purposes.

2.1.13 **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), as stated in the "Summary of Your Details" section above.

2.1.14 **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.

2.1.15 **Service Fee**: Any administration fees, including applicable taxes, payable by you at the time of registering a repair request with us, where a Repair due to Breakage has been made or a Replacement Device is to be provided to You.

2.1.16 **Standalone Portal:** The e-store located at shop.samsung.com/ph/samsung-care-standalone through which customers may purchase Samsung Care+ after acquiring a Samsung device.

2.1.17 **You/Your:** The Customer mentioned in this Repair Contract.

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2.2 Scope of repair

Repairs which are required during the Contract Period as specified in this Repair Contract as requested by You for Breakage including Water/Liquid Breakage, Cracked Screen Breakage and Breakdown, in respect of the Mobile Device, subject to the following conditions:

2.2.1 Unlimited repair for Breakage including Water/Liquid Breakage and Breakdown, and an allowable number of BER/ Replacement (as stated in the "Summary of Your Details" section above). For avoidance of doubt if You have exhausted Your Replacement Device limit but make another replacement request deemed to be BER based on Samsung accredited service center's evaluation, your request will be rejected as You are not eligible to receive another Replacement Device. However, You will still be eligible for repair services. The details relating to a repair and value of any repair(s) or replacement(s) (if Breakage is BER) required are to be assessed and determined by Samsung and shall be final and conclusive.

2.2.2 1 repair claim if Cracked Screen Breakage Plan is selected. For avoidance of doubt, there is no Replacement Device provided for Cracked Screen Breakage and Samsung will not cover for damage that is not related to the screen.

2.2.3 Repair performed exclusively by a Samsung accredited service center.

2.2.4 The Mobile Device must (a) have been purchased new in the Philippines; (b) have been manufactured/distributed in the Philippines or legally imported into the Philippines; (c) have been sold through the Samsung's authorized dealer / distributor supported by an invoice and Manufacturer's Warranty; (d) at all times have been used in accordance with the Samsung's guidelines for Mobile Device usage including but not limited to regular maintenance and up keep of the Mobile Device; (e) not have been modified at any time; (f) have been used for personal use only and not for commercial, rental, or profit generation purposes; and (g) have been mainly used by You and Your Immediate Family Member, and had been in Your possession (or Immediate Family Member as relevant) only.

2.2.5 Any previous repair to the Mobile Device must (a) have been performed in the Philippines; and (b) have been performed by the Samsung accredited service center.

2.2.6 The Manufacturer's Warranty must remain valid throughout its validity period and not been voided or affected by any action by You.

2.2.7 In performing repair, Samsung shall have the option in our discretion, without prejudice to the terms and conditions of this Repair Contract:

2.2.7.1 to replace the Mobile Device with a like-for-like unit, similar or equivalent model based on features and functionality, in the case of BER. The replaced Mobile Device (the spoilt unit) shall become Samsung property. The replacement Mobile Device may be of lower retail value than the original Mobile Device. You will be responsible to backup and restore any data You may have from the replaced Mobile Device to the replacement Mobile Device, where relevant.

2.2.7.2 to outsource or sub-contract repair or any part of it.

2.2.7.3 Specifically for special edition models – when replacing components of such models, to use standard edition parts. In the case of BER of a limited device, if Samsung provides a replacement mobile device with a standard edition model based on features and functionality

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("Replacement Mobile Device"), the special edition Mobile Device (spoilt unit) shall become the property of Samsung.

2.3 Other Key Conditions

2.3.1 This Repair Contract becomes valid only on purchase of the Mobile Device.

2.3.2 This Repair Contract is only valid for the Mobile Device detailed at the beginning of this Repair Contract. This Repair 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), other than in the case set out in clause 2.3.3 below.

2.3.3 This Repair Contract is transferable to another device only in the event of the Mobile Device received from Samsung being dead on arrival (DOA) or replaced by Samsung due to Manufacturer 's Warranty fault that cannot be repaired. This Repair Contract shall continue to cover the replacement device provided that You notify us in writing, through the method mentioned in "Repair Request Process" section below (a) of the DOA within 30 days from the date of the invoice; (b) of the details of the replacement device within 30 days from the date of Your receipt of the replacement device. The Device model and IMEI number will be updated accordingly. For these purposes, "DOA" or "dead on arrival" refers to a Mobile Device (i) being purchased and not taken immediately from a physical outlet and which is later delivered to You; (ii) upon delivery is found to be completely inoperative; and (iii) is immediately returned to the manufacturer for replacement.

2.3.4 In respect of Upfront Payment Products, the Product can be cancelled within seven (7) days from Purchase date (except for Purchase from the Standalone Portal) and You are entitled to get full refund from Samsung if no repair or replacement has been requested and processed.

2.3.5 In respect of Monthly Products, the Product may be cancelled within seven (7) days from the Purchase Date, and You shall be entitled to a full refund of the amount You have paid for the Product for the 1st month from Samsung, provided that no repair or replacement request has been submitted or processed. Any cancellation by You or termination initiated by Samsung after seven (7) days from the Purchase Date shall take effect at the end of the relevant billing month. No refund shall be granted, as any payment made covers the Services provided up to the effective date of cancellation or termination. For the avoidance of doubt, there shall be no refund provided for any cancellation by You within the promotional free-of-charge month.

2.4 What is not included

This Repair Contract is only for Breakage/ Cracked Screen Breakage including Water/Liquid Breakage and Breakdown ordinarily covered under Manufacturer Covered Breakdown based on the terms set out in this Repair Contract, and for the avoidance of doubt, does not include repair or services of or for the following.

2.4.1 Exclusions applicable to Breakage, Cracked Screen Breakage and Breakdown:

2.4.1.1 Reimbursement of repair cost(s) that You incurred from repair service(s) performed by an unauthorized third party.

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2.4.1.2 Repair(s) necessitated due to, and Breakdown caused by violating Manufacturer's Warranty, abuse of Mobile Device, negligence, illegal usage and/ or use of the Mobile Device other than Normal Use

2.4.1.3 Regular wear and tear or gradual deterioration of the Mobile Device.

2.4.1.4 Restoration of or support for data, software, music etc., i.e. any data stored on device.

2.4.1.5 Repair or replacement implicitly or explicitly covered by Manufacturer Warranty or after-repair warranty under the Repair Contract.

2.4.1.6 Replacement of any consumable items or accessories used in or with the Mobile Device, like batteries, chargers, headphones, S Pens, screen protectors, external cables and cords, add-on options incorporated to the Mobile Device, and hardware that has been added after the purchase of the original Mobile Device .

2.4.1.7 Cosmetic damage to the Mobile Device, such as damage to paintwork, Mobile Device finish, dents or scratches.

2.4.1.8 Any defects that are subject of the Samsung's recall.

2.4.1.9 Any circumstances where the conditions in clause 2.2 and 2.3 above are not met.

2.4.1.10 Breakage arising from force majeure (including fire, flood, earthquake, storm, hurricane, or other natural disasters), 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.

2.4.1.11 Any form of physical loss or untraceability of the Mobile Device, or any form of consequential or incidental loss suffered by You in respect of the Mobile Device.

2.4.1.12 Breakage arising from nuclear reaction, nuclear radiation or radioactive contamination from any source whatsoever.

2.4.1.13 Breakage arising from overload, experiments or tests requiring the imposition of abnormal conditions.

2.4.1.14 Gradually developing flaws, defects, cracks or partial fractures in any part, although repair or renewal of the parts affected may be necessary in future.

2.4.1.15 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.

2.4.1.16 Any type of electrical or mechanical breakdown including electrical failure or short-circuit.

2.4.1.17 Damage arising from manufacturing defect.

2.4.1.18 Breakage arising from attack by unauthorized software/virus, software faults.

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2.4.1.19 Breakage arising out of any intentional act towards the Mobile Device including but not limited to incorrect installation or incorrect set-up.

2.4.1.20 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.

2.4.1.21 Breakage arising from internal leakage of the battery or damage to the battery not arising from Breakage of the Mobile Device

2.4.1.22 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.

2.4.1.23 Epidemic failure for faults from a common cause or component exceeding five percent (5%) of covered devices (in respect of Breakdown only).

2.4.1.24 In case where your request for repair service is beyond thirty (30) days from the Incident Date, Samsung will decline your repair request.

2.4.1.25 Any request where the Device serial or IMEI number cannot be identified or has been altered.

2.4.1.26 Any request for damage which was intentionally caused by the Customer, his/her Immediate Family (including paternal grandfather, paternal grandmother, maternal grandfather, maternal grandmother, biological parent, legally adoptive parents, step-parent, parent-in-law, spouse, biological child, legally adopted child, biological brother/sister) or an authorised user of the Customer.

2.4.1.27 Failure caused by a voltage converter and/or applying incorrect voltage to the Device.

2.4.1.28 Breakage caused by design, manufacturing, or other faults in relation to the Device safety.

2.4.1.29 Any Device(s) that is counterfeit or has counterfeit parts.

2.4.1.30 Gross negligence of the Device by the Customer, his/her Immediate Family or an authorized user of the Customer resulting in a repair request.

2.4.2 Exclusion applicable for Breakdown, starting from the expiration of first year of Manufacturer's Warranty Period until the Contract Period End Date for Breakdown:

2.4.2.1 All Breakage/ Cracked Screen Breakage and Breakdown Exclusions except for Breakdown covered by the Manufacturer's Warranty;.

2.4.2.2 Breakdown caused by or attributed to the operation of a software virus or any other software-based malfunction.

2.5 Termination of Repair Contract

2.5.1 This Repair Contract will be immediately and automatically terminated in the following events. In such case, no refund will be due to You:

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2.5.1.1 Fraud, attempted fraud, or non-disclosure of any changes to the Mobile Device that affect this Repair Contract.

2.5.1.2 Where the asset serial number or IMEI number of the Mobile Device is removed, obliterated or altered from the Mobile Device.

2.5.1.3 If repairs have been conducted by unauthorized repair centers or person at any point during or before the Contract Period.

2.5.1.4 Expiration of the Contract Period

3. Repair request process

3.1 Repair request must be submitted within 30 days from the date when the Breakage/ Cracked Screen Breakage and/or Breakdown occurred and/or before the Contract Period End Date (whichever is earlier). Otherwise, Samsung reserves the right to deny the repair request.

3.2 Notify Samsung of Breakage, Cracked Screen Breakage, and/or Breakdown by:

3.2.1 Visiting https://ph.careplus.co/ and submitting repair request via customer portal; or

3.2.2 Calling 02 77922680; Monday to Sunday 9:00 am to 8:00 pm including public holidays.

3.3 Samsung will register the repair request and inform you regarding the Service Fee that you must pay (as applicable).

3.4 Samsung schedules pickup of the Mobile Device once you have paid the Service Fee (as applicable).

3.5 Samsung gets the Mobile Device repaired through its service network of Samsung accredited service centers.

3.6 Samsung dispatches and delivers the repaired Mobile Device to You.

3.7 If the Mobile Device is purchased with Samsung Finance+ and you wish to use the repair service under Samsung Care+, the Mobile Device should not be blocked due to missed Samsung Finance+ payment.

4. Governing Law & Jurisdiction

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

5. Grievance

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In case of any grievance, You may drop us an email to cs.ph@careplus.co. Our operating hours are Monday to Sunday 9:00 am to 8:00 pm including public holidays.

6. Data Privacy

6.1 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 subcontractors or affiliates related to this service. Samsung may update the Privacy Policy, time to time, so please periodically review the Privacy Policy.

6.2 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/

7. Warranties and Liability

7.1 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 REPAIR CONTRACT.

7.2 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 Repair Contract. Except where expressly provided in this Repair Contract, in no event shall Samsung's liability exceed the amount paid by You under this Repair Contract. Except where expressly provided in this Repair Contract, 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.

7.3 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 Repair Contract.

8. Force Majeure

8.1 Samsung is not liable or responsible for any failure to perform, or delay in performance of any obligations under this Repair Contract 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

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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.

8.2 Samsung's performance under this Repair Contract 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.

8.3 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 Repair Contract may be performed despite the Force Majeure Event.

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