

Samsung Care+ Mobile Device Repair Contract for Breakage/Liquid Breakage

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	:
Device Purchase Date	: <Device Purchase Date >
Contract Period Start Date	: <SC+ purchase date or up to 30 days from Device Purchase Date >
Contract Period End Date	: <6 Months after Start Date>
Repair Contract Fee	:
Maximum Repair Value (for Breakage & Water/Liquid Breakage)	: Unlimited Repair for Breakage or for any type of Water/Liquid Breakage or one (1) Replacement Device
Breakage Service Fee	: Bands 1-4: Waived
BER Service Fee	: Bands 1-3: PHP 1,600 Band 4: PHP 3,200
Territorial Limits	: Within the Philippines and extended to overseas trips not exceeding sixty (60) days per trip.

SAMSUNG Care+

- 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 any Breakage including any type of Water/Liquid Breakage of your Mobile Device during the Contract Period.
- 1.6 You are entitled to service request(s) pertaining to Breakage and/or Water/Liquid Breakage up to the aforesaid Maximum Repair Value during the Contract Period.
- 1.7 The Breakage Service Fee or BER Service Fee (as may be applicable) as stated in this document will apply for each repair request that you submitted.
- 1.8 Easy repair request registration.
- 1.9 7 days a week multi-lingual call centers and dedicated repair requests portal.
- 1.10 Free pick up & delivery service in the Philippines (subject to various terms and conditions and until and unless otherwise notified).

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 **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.
- 2.1.2 **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.
- 2.1.1 **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.
- 2.1.2 **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.
- 2.1.3 **BER:** 'Beyond Economic Repairs' means cost of a repair is greater than 85% of the Device Purchase Price.
- 2.1.4 **Manufacturer's Warranty:** The original warranty given by Samsung in respect of a Mobile Device.
- 2.1.5 **Breakage Service Fee:** Fee payable by you at the time of registering a repair request with us.
- 2.1.6 **BER Service Fee:** Fee payable by you if Breakage is deemed BER by Samsung.
- 2.1.7 **You/Your:** The Customer mentioned in this Repair Contract.
- 2.1.8 **Immediate Family Member:** Means Customer's spouse and/or children.
- 2.1.9 **Maximum Repair Value:** The value as stated in the 'Summary of Your Details' section above.
- 2.1.10 **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).

2.2 Scope of Breakage 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, from time to time, in respect of the Mobile Device, subject to the following conditions.

- 2.2.1 Unlimited repair for breakage or for any type of Water/Liquid breakage or a single replacement device. If a Replacement Device is provided in lieu of repair in the case of BER, You will no longer be eligible for replacement device services save and except for repair services. 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 is to be assessed and determined by Samsung and shall be final and conclusive.

- 2.2.2 Repair performed exclusively by a Samsung accredited service center.
- 2.2.3 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 & 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 & 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.
- 2.2.4 Any previous repair to the Mobile Device must (a) have been performed in the Philippines; and (b) have been performed by Samsung accredited service center.
- 2.2.5 The Manufacturer's Warranty must remain valid throughout its validity period and not been voided or affected by any action by You.
- 2.2.6 In performing repair, Samsung shall have the option, in its own discretion, without prejudice to the terms and conditions of this Repair Contract:
 - 2.2.6.1 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 spoiled 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.
 - 2.2.6.2 to outsource or sub-contract repair or any part of it.

2.3. Other key conditions

- 2.3.1 This Repair Contract becomes valid only upon 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 under the relevant Manufacturer's Warranty, this Repair Contract shall continue to cover the replacement device provided that you notify us by calling or 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" 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 Samsung or the outlet where you purchased the Mobile Device for replacement.

2.4 What is not included

This Repair Contract is only for Breakage including Water/Liquid Breakage, and for the avoidance of doubt, does not include repair or services of or for the following.

- 2.4.1 Breakage caused by violating Manufacturer's Warranty, abuse or negligence.
- 2.4.2 Regular wear and tear or gradual deterioration.
- 2.4.3 Restoration of or support for data, software, music etc. i.e. any data stored on device.
- 2.4.4 Breakage caused by or attributed to the operation of a software virus or any other software-based malfunction; or natural causes, fire, terrorism, or power surge.
- 2.4.5 Repair implicitly or explicitly covered by Samsung's warranty or repair guarantee under this Repair Contract.
- 2.4.6 Replacement of any consumable items or accessories such as batteries, chargers, headphones, S Pens, keyboards etc.
- 2.4.7 Cosmetic damage to the Mobile Device, such as damage to paintwork, Mobile Device finish, dents or scratches.
- 2.4.8 Any defects that are subject of the Samsung's recall.
- 2.4.9 Any circumstances where the conditions in clause 2.2 above are not met.
- 2.4.10 Cost that you incurred by yourself to repair the Mobile Device with a third party.
- 2.4.11 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.
- 2.4.12 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. Breakage other than cracked screen.
- 2.4.13 Breakage arising from nuclear reaction, nuclear radiation or radioactive contamination from any source whatsoever.
- 2.4.14 Breakage arising from overload, experiments or tests requiring the imposition of abnormal conditions.
- 2.4.15 Gradually developing flaws, defects, cracks or partial fractures in any part, although at some future time repair or renewal of the parts affected may be necessary.

- 2.4.16 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.
- 2.4.17 Breakage arising out of any intentional act towards the Mobile Device including but not limited to incorrect installation or incorrect set-up. 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.
- 2.4.18 Any type of electrical or mechanical breakdown including electrical failure or short-circuit. Damage arising from attack by unauthorized software/virus, software faults and manufacturing defect.
- 2.4.19 Breakage arising from internal leakage of the battery.
- 2.4.20 Any failure of the Mobile Device to operate as a result of problems with respect to the network infrastructure, Beneficiary's network subscription or similar service issues.

2.5 Termination of Repair Contract

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

- 2.5.1 Fraud, attempted fraud, or non-disclosure of any changes to the Mobile Device that affect this Repair Contract.
- 2.5.2 Where the asset serial number is removed, obliterated or altered from the Mobile Device.
- 2.5.3 If repairs have been conducted by unauthorized repair centers or person at any point during or before the Contract Period.

3. Repair request process

- 3.1 Repair request must be submitted within 14 days from the date when the Breakage 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 by:
 - 3.2.1 Visiting <https://ph.careplus.co/> and submitting service 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 Service Fee that you must pay (as applicable).
- 3.4 Samsung schedules pickup of the Mobile Device once you have paid the BER Service Fee, if 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.

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

In case of any grievance, you may drop us an email to cs.ph@careplus.co. Our operating hours is 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 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.

Samsung Care+ Mobile Device Repair Contract for Breakage/Liquid Breakage

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

2. 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	:
Device Purchase Date	: <Device Purchase Date >
Contract Period Start Date	:<SC+ purchase date or up to 30 days from Device Purchase Date >
Contract Period End Date	:<One year after Start Date>
Repair Contract Fee	:
Maximum Repair Value (for Breakage & Water/Liquid Breakage)	: Unlimited Repair for Breakage or for any type of Water/Liquid Breakage or one (1) Replacement Device
Breakage Service Fee	: Bands 1-4: Waived
BER Service Fee	: Bands 1-3: PHP 1,600 Band 4: PHP 3,200
Territorial Limits	: Within the Philippines and extended to overseas trips not exceeding sixty (60) days per trip.

SAMSUNG Care+

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- 2.2 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.
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- 2.6 You are entitled to service request(s) pertaining to Breakage and/or Water/Liquid Breakage up to the aforesated Maximum Repair Value during the Contract Period.
- 2.7 The Breakage Service Fee or BER Service Fee (as may be applicable) as stated in this document will apply for each repair request that you submitted.
- 2.8 Easy repair request registration.
- 2.9 7 days a week multi-lingual call centers and dedicated repair requests portal.
- 2.10 Free pick up & delivery service in the Philippines (subject to various terms and conditions and until and unless otherwise notified).

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.

3. Terms and Conditions

2.1 Definitions

- 2.1.3 **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.
- 2.1.4 **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.
- 2.2.7 **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.
- 2.2.8 **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.
- 2.2.9 **BER:** 'Beyond Economic Repairs' means cost of a repair is greater than 85% of the Device Purchase Price.
- 2.2.10 **Manufacturer's Warranty:** The original warranty given by Samsung in respect of a Mobile Device.
- 2.2.11 **Breakage Service Fee:** Fee payable by you at the time of registering a repair request with us.
- 2.2.12 **BER Service Fee:** Fee payable by you if Breakage is deemed BER by Samsung.
- 2.2.13 **You/Your:** The Customer mentioned in this Repair Contract.
- 2.2.14 **Immediate Family Member:** Means Customer's spouse and/or children.
- 2.2.15 **Maximum Repair Value:** The value as stated in the 'Summary of Your Details' section above.
- 2.2.16 **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).

2.3 Scope of Breakage 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, from time to time, in respect of the Mobile Device, subject to the following conditions.

- 2.3.1 Unlimited repair for breakage or for any type of Water/Liquid breakage repairs or a single replacement device. If a Replacement Device is provided in lieu of repair in the case of BER, You will no longer be eligible for replacement device services save and except for repair services. 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 is to be assessed and determined by Samsung and shall be final and conclusive.

- 2.3.2 Repair performed exclusively by a Samsung accredited service center.
- 2.3.3 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 & 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 & 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.
- 2.3.4 Any previous repair to the Mobile Device must (a) have been performed in the Philippines; and (b) have been performed by Samsung accredited service center.
- 2.3.5 The Manufacturer's Warranty must remain valid throughout its validity period and not been voided or affected by any action by You.
- 2.3.6 In performing repair, Samsung shall have the option, in its own discretion, without prejudice to the terms and conditions of this Repair Contract:
 - 2.3.6.1 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.
 - 2.3.6.2 to outsource or sub-contract repair or any part of it.
 - 2.3.6.3 All Special Edition Models are limited devices. When replacing components of a limited device, standard edition parts may be used. In the case of BER of a limited device, to provide a replacement mobile device with a standard edition model, based on features and functionality (whether new or refurbished) ("Replacement Mobile Device"), the special edition Mobile Device (the spoilt unit) shall become the property of Samsung and/or Samsung's partner.

2.3. Other key conditions

- 2.3.4 This Repair Contract becomes valid only upon purchase of the Mobile Device.
- 2.3.5 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.
- 2.3.6 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 under the relevant Manufacturer's

Warranty, this Repair Contract shall continue to cover the replacement device provided that you notify us by calling or 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" 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 Samsung or the outlet where you purchased the Mobile Device for replacement.

2.4 What is not included

This Repair Contract is only for Breakage including Water/Liquid Breakage, and for the avoidance of doubt, does not include repair or services of or for the following.

- 2.4.21 Breakage caused by violating Manufacturer's Warranty, abuse or negligence.
- 2.4.22 Regular wear and tear or gradual deterioration.
- 2.4.23 Restoration of or support for data, software, music etc. i.e. any data stored on device.
- 2.4.24 Breakage caused by or attributed to the operation of a software virus or any other software-based malfunction; or natural causes, fire, terrorism, or power surge.
- 2.4.25 Repair implicitly or explicitly covered by Samsung's warranty or repair guarantee under this Repair Contract.
- 2.4.26 Replacement of any consumable items or accessories such as batteries, chargers, headphones, S Pens, keyboards etc.
- 2.4.27 Cosmetic damage to the Mobile Device, such as damage to paintwork, Mobile Device finish, dents or scratches.
- 2.4.28 Any defects that are subject of the Samsung's recall.
- 2.4.29 Any circumstances where the conditions in clause 2.2 above are not met.
- 2.4.30 Cost that you incurred by yourself to repair the Mobile Device with a third party.
- 2.4.31 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.
- 2.4.32 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. Breakage other than cracked screen.
- 2.4.33 Breakage arising from nuclear reaction, nuclear radiation or radioactive contamination from

any source whatsoever.

- 2.4.34 Breakage arising from overload, experiments or tests requiring the imposition of abnormal conditions.
- 2.4.35 Gradually developing flaws, defects, cracks or partial fractures in any part, although at some future time repair or renewal of the parts affected may be necessary.
- 2.4.36 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.
- 2.4.37 Breakage arising out of any intentional act towards the Mobile Device including but not limited to incorrect installation or incorrect set-up. 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.
- 2.4.38 Any type of electrical or mechanical breakdown including electrical failure or short-circuit. Damage arising from attack by unauthorized software/virus, software faults and manufacturing defect.
- 2.4.39 Breakage arising from internal leakage of the battery.
- 2.4.40 Any failure of the Mobile Device to operate as a result of problems with respect to the network infrastructure, Beneficiary's network subscription or similar service issues.

2.5 Termination of Repair Contract

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

- 2.5.4 Fraud, attempted fraud, or non-disclosure of any changes to the Mobile Device that affect this Repair Contract.
- 2.5.5 Where the asset serial number is removed, obliterated or altered from the Mobile Device.
- 2.5.6 If repairs have been conducted by unauthorized repair centers or person at any point during or before the Contract Period.

3. Repair request process

- 3.7 Repair request must be submitted within 14 days from the date when the Breakage occurred and/or before the Contract Period End Date (whichever is earlier). Otherwise, Samsung reserves the right to deny the repair request.
- 3.8 Notify Samsung of Breakage by:
 - 3.8.1 Visiting <https://ph.careplus.co/> and submitting service request via customer portal; or
 - 3.8.2 Calling 02 77922680; Monday to Sunday 9:00 am to 8:00 pm including public holidays.

- 3.9 Samsung will register the repair request and inform you regarding Service Fee that you must pay (as applicable).
- 3.10 Samsung schedules pickup of the Mobile Device once you have paid the BER Service Fee, if applicable).
- 3.11 Samsung gets the Mobile Device repaired through its service network of Samsung accredited service centers.
- 3.12 Samsung dispatches and delivers the repaired Mobile Device to you.

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

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

6. Data Privacy

- 6.3 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.
- 6.4 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

- 7.4 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.

- 7.5 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.
- 7.6 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

- 8.4 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 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.
- 8.5 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.
- 8.6 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.

Samsung Care+ Mobile Device Repair Contract for Breakage/Liquid Breakage

We are pleased to welcome you to the Samsung Care+ Mobile Device Repair Contract provided to you by Samsung Electronics Philippines Corporation (“Samsung”).

3. 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	:
Device Purchase Date	: <Device Purchase Date >
Contract Period Start Date	:<SC+ purchase date or up to 30 days from Device Purchase Date >
Contract Period End Date	:<One year after Start Date>
Repair Contract Fee	:
Maximum Repair Value (for Breakage & Water/Liquid Breakage)	: Unlimited Repair for Breakage or for any type of Water/Liquid Breakage or one (1) Replacement Device
Breakage Service Fee	: Bands 1-4: Waived
BER Service Fee	: Bands 1-3: PHP 1,600 Band 4: PHP 3,200
Territorial Limits	: Within the Philippines and extended to overseas trips not exceeding sixty (60) days per trip.

- 3.1 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+.
- 3.2 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.
- 3.3 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.
- 3.4 A reference to “you” and “your” means the Customer who seeks to purchase or has purchased Samsung Care+.
- 3.5 Subject to Clause 2.4 below, this Contract will serve you for any Breakage including any type of Water/Liquid Breakage of your Mobile Device during the Contract Period.
- 3.6 You are entitled to service request(s) pertaining to Breakage and/or Water/Liquid Breakage up to the aforesaid Maximum Repair Value during the Contract Period.
- 3.7 The Breakage Service Fee or BER Service Fee (as may be applicable) as stated in this document will apply for each repair request that you submitted.
- 3.8 Easy repair request registration.
- 3.9 7 days a week multi-lingual call centers and dedicated repair requests portal.
- 3.10 Free pick up & delivery service in the Philippines (subject to various terms and conditions and until and unless otherwise notified).

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.

4. Terms and Conditions

2.1 Definitions

- 2.1.5 **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.
- 2.1.6 **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.
- 2.3.7 **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.
- 2.3.8 **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.
- 2.3.9 **BER:** 'Beyond Economic Repairs' means cost of a repair is greater than 85% of the Device Purchase Price.
- 2.3.10 **Manufacturer's Warranty:** The original warranty given by Samsung in respect of a Mobile Device.
- 2.3.11 **Breakage Service Fee:** Fee payable by you at the time of registering a repair request with us.
- 2.3.12 **BER Service Fee:** Fee payable by you if Breakage is deemed BER by Samsung.
- 2.3.13 **You/Your:** The Customer mentioned in this Repair Contract.
- 2.3.14 **Immediate Family Member:** Means Customer's spouse and/or children.
- 2.3.15 **Maximum Repair Value:** The value as stated in the 'Summary of Your Details' section above.
- 2.3.16 **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).

2.4 Scope of Breakage 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, from time to time, in respect of the Mobile Device, subject to the following conditions.

- 2.4.1 Unlimited repair for breakage or for any type of Water/Liquid breakage repairs or a single replacement device. If a Replacement Device is provided in lieu of repair in the case of BER, You will no longer be eligible for replacement device services save and except for repair services. 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 is to be assessed and determined by Samsung and shall be final and conclusive.

- 2.4.2 Repair performed exclusively by a Samsung accredited service center.
- 2.4.3 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 & 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 & 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.
- 2.4.4 Any previous repair to the Mobile Device must (a) have been performed in the Philippines; and (b) have been performed by Samsung accredited service center.
- 2.4.5 The Manufacturer's Warranty must remain valid throughout its validity period and not been voided or affected by any action by You.
- 2.4.6 In performing repair, Samsung shall have the option, in its own discretion, without prejudice to the terms and conditions of this Repair Contract:
 - 2.4.6.1 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.
 - 2.4.6.2 to outsource or sub-contract repair or any part of it.
 - 2.4.6.3 All Special Edition Models are limited devices. When replacing components of a limited device, standard edition parts may be used. In the case of BER of a limited device, to provide a replacement mobile device with a standard edition model, based on features and functionality (whether new or refurbished) ("Replacement Mobile Device"), the special edition Mobile Device (the spoilt unit) shall become the property of Samsung and/or Samsung's partner.

2.3. Other key conditions

- 2.3.7 This Repair Contract becomes valid only upon purchase of the Mobile Device.
- 2.3.8 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.
- 2.3.9 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 under the relevant Manufacturer's

Warranty, this Repair Contract shall continue to cover the replacement device provided that you notify us by calling or 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” 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 Samsung or the outlet where you purchased the Mobile Device for replacement.

2.4 What is not included

This Repair Contract is only for Breakage including Water/Liquid Breakage, and for the avoidance of doubt, does not include repair or services of or for the following.

- 2.4.41 Breakage caused by violating Manufacturer’s Warranty, abuse or negligence.
- 2.4.42 Regular wear and tear or gradual deterioration.
- 2.4.43 Restoration of or support for data, software, music etc. i.e. any data stored on device.
- 2.4.44 Breakage caused by or attributed to the operation of a software virus or any other software-based malfunction; or natural causes, fire, terrorism, or power surge.
- 2.4.45 Repair implicitly or explicitly covered by Samsung’s warranty or repair guarantee under this Repair Contract.
- 2.4.46 Replacement of any consumable items or accessories such as batteries, chargers, headphones, S Pens, keyboards etc.
- 2.4.47 Cosmetic damage to the Mobile Device, such as damage to paintwork, Mobile Device finish, dents or scratches.
- 2.4.48 Any defects that are subject of the Samsung’s recall.
- 2.4.49 Any circumstances where the conditions in clause 2.2 above are not met.
- 2.4.50 Cost that you incurred by yourself to repair the Mobile Device with a third party.
- 2.4.51 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.
- 2.4.52 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. Breakage other than cracked screen.
- 2.4.53 Breakage arising from nuclear reaction, nuclear radiation or radioactive contamination from

any source whatsoever.

- 2.4.54 Breakage arising from overload, experiments or tests requiring the imposition of abnormal conditions.
- 2.4.55 Gradually developing flaws, defects, cracks or partial fractures in any part, although at some future time repair or renewal of the parts affected may be necessary.
- 2.4.56 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.
- 2.4.57 Breakage arising out of any intentional act towards the Mobile Device including but not limited to incorrect installation or incorrect set-up. 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.
- 2.4.58 Any type of electrical or mechanical breakdown including electrical failure or short-circuit. Damage arising from attack by unauthorized software/virus, software faults and manufacturing defect.
- 2.4.59 Breakage arising from internal leakage of the battery.
- 2.4.60 Any failure of the Mobile Device to operate as a result of problems with respect to the network infrastructure, Beneficiary's network subscription or similar service issues.

2.5 Termination of Repair Contract

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

- 2.5.7 Fraud, attempted fraud, or non-disclosure of any changes to the Mobile Device that affect this Repair Contract.
- 2.5.8 Where the asset serial number is removed, obliterated or altered from the Mobile Device.
- 2.5.9 If repairs have been conducted by unauthorized repair centers or person at any point during or before the Contract Period.

3. Repair request process

- 3.13 Repair request must be submitted within 14 days from the date when the Breakage occurred and/or before the Contract Period End Date (whichever is earlier). Otherwise, Samsung reserves the right to deny the repair request.
- 3.14 Notify Samsung of Breakage by:
 - 3.14.1 Visiting <https://ph.careplus.co/> and submitting service request via customer portal; or
 - 3.14.2 Calling 02 77922680; Monday to Sunday 9:00 am to 8:00 pm including public holidays.

- 3.15 Samsung will register the repair request and inform you regarding Service Fee that you must pay (as applicable).
- 3.16 Samsung schedules pickup of the Mobile Device once you have paid the BER Service Fee, if applicable).
- 3.17 Samsung gets the Mobile Device repaired through its service network of Samsung accredited service centers.
- 3.18 Samsung dispatches and delivers the repaired Mobile Device to you.

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

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

6. Data Privacy

- 6.5 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.
- 6.6 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

- 7.7 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.

- 7.8 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.
- 7.9 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

- 8.7 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 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.
- 8.8 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.
- 8.9 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.

Samsung Care+ Mobile Device Repair Contract for Cracked Screen Breakage

We are pleased to welcome you to the Samsung Care+ Mobile Device Repair Contract for Cracked Screen Breakage 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	:
Device Purchase Date	: <Device Purchase Date>
Contract Period Start Date	: <SC+ purchase date or up to 30 days from Device Purchase Date >
Contract Period End Date	: <One year after Start Date>
Mobile Device RRP (PHP) (inclusive of tax)	:
Repair Contract Fee (PHP) (inclusive of tax)	:
Maximum Repair Limit	: One (1) cracked screen repair service up to one time (1x) Device RRP
Cracked Screen Repair Service Fee (PHP) (inclusive of tax)	: Bands 1-4: Waived Flip: PHP 3,000 Fold: PHP 5,000

4.1 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+.

- 4.2 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.
- 4.3 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.
- 4.4 A reference to “you” and “your” means the Customer who seeks to purchase or has purchased Samsung Care+.
- 4.5 Subject to Clause 2.4 below, this Contract will serve you for any Cracked Screen Breakage of your Mobile Device during the Contract Period.
- 4.6 You are entitled to service request pertaining to Cracked Screen Breakage up to the aforesaid Maximum Repair Limit during the Contract Period.
- 4.7 The Service Fee, if any, as stated in this document will apply for each service request that you submitted.
- 4.8 Easy service request registration.
- 4.9 7 days a week multi-lingual call centers and dedicated service requests portal.
- 4.10 Free pick up & delivery service in the Philippines (subject to various terms and conditions and until and unless otherwise notified).

If you have a service request, please submit the service 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.

5. Terms and Conditions

2.1 Definitions

- 2.1.7 **Mobile Device:** Smartphones and tablets which should be for personal use only and not to be used for commercial, rental, or profit generation purposes.
- 2.1.8 **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.
- 2.1.9 **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.
- 2.4.7 **Manufacturer's Warranty:** The original warranty given by Samsung in respect of a Mobile Device.
- 2.4.8 **Service Fee:** Fee payable by you at the time of registering a service request with us.
- 2.4.9 **You/Your:** The Customer mentioned in this Repair Contract.
- 2.4.10 **Immediate Family Member:** Means Customer's spouse and/or children.
- 2.4.11 **Maximum Repair Limit:** The limit for Cracked Screen Breakage repair as stated in the 'Summary of Your Details' section above.

2.5 Scope of cracked screen breakage repair

Repairs which are required during the Contract Period as specified in this Repair Contract as requested by you for Cracked Screen Breakage, from time to time, in respect of the Mobile Device, subject to the following conditions.

- 2.5.1 Repairs are up to Maximum Repair Limit as stated in the 'Summary of Your Details' section above.
- 2.5.2 Repair performed exclusively by a Samsung accredited service center.
- 2.5.3 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 & 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 & 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.
- 2.5.4 Any previous repair to the Mobile Device must (a) have been performed in the Philippines; and (b) have been performed by Samsung accredited service center.
- 2.5.5 The Manufacturer's Warranty must remain valid throughout its validity period and not been voided or affected by any action by You.

- 2.5.6 In performing repair, Samsung shall have the option, in its own discretion, without prejudice to outsource or sub-contract repair or any part of it.

2.3. Other key conditions

- 2.3.10 This Repair Contract becomes valid only upon purchase of the Mobile Device.
- 2.3.11 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.
- 2.3.12 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 under the relevant Manufacturer's Warranty, this Repair Contract shall continue to cover the replacement device provided that you notify us by calling or in writing, through the method mentioned in "Service 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" 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 Samsung or the outlet where you purchased the Mobile Device for replacement.

2.4 What is not included

This Repair Contract is only for Cracked Screen Breakage, and for the avoidance of doubt, does not include repair or services of or for the following.

- 2.4.61 Other Breakages not related to the screen including Water/Liquid Breakage
- 2.4.62 Cracked Screen Breakage caused by violating Manufacturer's Warranty, abuse or negligence.
- 2.4.63 Regular wear and tear or gradual deterioration.
- 2.4.64 Restoration of or support for data, software, music etc. i.e. any data stored on device.
- 2.4.65 Cracked Screen Breakage caused by or attributed to the operation of a software virus or any other software-based malfunction; or natural causes, fire, terrorism, or power surge.
- 2.4.66 Repair implicitly or explicitly covered by Samsung's warranty or repair guarantee under this Repair Contract.
- 2.4.67 Replacement of any consumable items or accessories such as batteries, chargers, headphones, S Pens, keyboards etc.
- 2.4.68 Cosmetic damage to the Mobile Device, such as damage to paintwork, Mobile Device finish, dents or scratches.

- 2.4.69 Any defects that are subject of the Samsung's recall.
- 2.4.70 Any circumstances where the conditions in clause 2.2 above are not met.
- 2.4.71 Cost that you incurred by yourself to repair the Mobile Device with a third party.
- 2.4.72 Cracked Screen 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.
- 2.4.73 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. Breakage other than cracked screen.
- 2.4.74 Breakage arising from nuclear reaction, nuclear radiation or radioactive contamination from any source whatsoever.
- 2.4.75 Cracked Screen Breakage arising from overload, experiments or tests requiring the imposition of abnormal conditions.
- 2.4.76 Gradually developing flaws, defects, cracks or partial fractures in any part, although at some future time repair or renewal of the parts affected may be necessary.
- 2.4.77 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.
- 2.4.78 Cracked Screen Breakage arising out of any intentional act towards the Mobile Device including but not limited to incorrect installation or incorrect set-up. 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.
- 2.4.79 Any type of electrical or mechanical breakdown including electrical failure or short-circuit. Damage arising from attack by unauthorized software/virus, software faults and manufacturing defect.
- 2.4.80 Breakage arising from internal leakage of the battery.
- 2.4.81 Any failure of the Mobile Device to operate as a result of problems with respect to the network infrastructure, Beneficiary's network subscription or similar service issues.

2.5 Termination of Repair Contract

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

- 2.5.10 Fraud, attempted fraud, or non-disclosure of any changes to the Mobile Device that affect this Repair Contract.
- 2.5.11 Where the asset serial number is removed, obliterated or altered from the Mobile Device.
- 2.5.12 If repairs have been conducted by unauthorized repair centers or person at any point

during or before the Contract Period.

2.5.13 Where Samsung has exercised our option to replace the Mobile Device in accordance with clause 2.2 above.

2.5.14 Where you have exhausted the Maximum Repair Limit.

3. Service Request Process

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

3.20 Notify Samsung of Breakage by:

3.20.1 Visiting <https://ph.careplus.co/> and submitting service request via customer portal; or

3.20.2 Calling 02 77922680, from Monday to Sunday between 9:00 am and 8:00 pm (including public holidays).

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

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

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

3.24 Samsung dispatches and delivers the repaired Mobile Device to you.

3.25 In the case of DOA, please inform Samsung within thirty (30) days from the date of the invoice **and** the details of the replacement Mobile Device within thirty (30) days from the date of your receipt of the replacement Mobile Device through any of the methods stated in Clause 3.2 above. Samsung will update the Mobile Device model and IMEI number accordingly. In the event you failed to comply with this provision, Samsung reserves the right to not entertain or reject any service request made in respect of the replacement Mobile Device pursuant to this Repair Contract.

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

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

6. Data Privacy

- 6.7 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.
- 6.8 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

- 7.10 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.
- 7.11 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.
- 7.12 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

- 8.10 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 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.

- 8.11 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.
- 8.12 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.

Samsung Care+ Mobile Device Repair Contract for Cracked Screen Breakage

We are pleased to welcome you to the Samsung Care+ Mobile Device Repair Contract for Cracked Screen Breakage provided to you by **Samsung Electronics Philippines Corporation** (“Samsung”).

2. 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	:
Device Purchase Date	: <Device Purchase Date>
Contract Period Start Date	: <SC+ purchase date or up to 30 days from Device Purchase Date >
Contract Period End Date	: <Two years after Start Date>
Mobile Device RRP (PHP) (inclusive of tax)	:
Repair Contract Fee (PHP) (inclusive of tax)	:
Maximum Repair Limit	: Two (2) cracked screen repair service up to twice (2x) Device RRP
Cracked Screen Repair Service Fee (PHP) (inclusive of tax)	: Bands 1-4: Waived Flip: PHP 3,000 Fold: PHP 5,000

- 5.1 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+.
- 5.2 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.
- 5.3 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.
- 5.4 A reference to “you” and “your” means the Customer who seeks to purchase or has purchased Samsung Care+.
- 5.5 Subject to Clause 2.4 below, this Contract will serve you for any Cracked Screen Breakage of your Mobile Device during the Contract Period.
- 5.6 You are entitled to service request pertaining to Cracked Screen Breakage up to the aforesated Maximum Repair Limit during the Contract Period.
- 5.7 The Service Fee, if any, as stated in this document will apply for each service request that you submitted.
- 5.8 Easy service request registration.
- 5.9 7 days a week multi-lingual call centers and dedicated service requests portal.
- 5.10 Free pick up & delivery service in the Philippines (subject to various terms and conditions and until and unless otherwise notified).

If you have a service request, please submit the service 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.

6. Terms and Conditions

2.1 Definitions

- 2.1.10 **Mobile Device:** Smartphones and tablets which should be for personal use only and not to be used for commercial, rental, or profit generation purposes.
- 2.1.11 **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.
- 2.1.12 **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.
- 2.5.7 **Manufacturer's Warranty:** The original warranty given by Samsung in respect of a Mobile Device.
- 2.5.8 **Service Fee:** Fee payable by you at the time of registering a service request with us.
- 2.5.9 **You/Your:** The Customer mentioned in this Repair Contract.
- 2.5.10 **Immediate Family Member:** Means Customer's spouse and/or children.
- 2.5.11 **Maximum Repair Limit:** The limit for Cracked Screen Breakage repair as stated in the 'Summary of Your Details' section above.

2.6 Scope of cracked screen breakage repair

Repairs which are required during the Contract Period as specified in this Repair Contract as requested by you for Cracked Screen Breakage, from time to time, in respect of the Mobile Device, subject to the following conditions.

- 2.6.1 Repairs are up to Maximum Repair Limit as stated in the 'Summary of Your Details' section above.
- 2.6.2 Repair performed exclusively by a Samsung accredited service center.
- 2.6.3 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 & 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 & 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.
- 2.6.4 Any previous repair to the Mobile Device must (a) have been performed in the Philippines; and (b) have been performed by Samsung accredited service center.
- 2.6.5 The Manufacturer's Warranty must remain valid throughout its validity period and not been voided or affected by any action by You.

- 2.6.6 In performing repair, Samsung shall have the option, in its own discretion, without prejudice to outsource or sub-contract repair or any part of it.

2.3. Other key conditions

- 2.3.13 This Repair Contract becomes valid only upon purchase of the Mobile Device.
- 2.3.14 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.
- 2.3.15 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 under the relevant Manufacturer's Warranty, this Repair Contract shall continue to cover the replacement device provided that you notify us by calling or in writing, through the method mentioned in "Service 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" 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 Samsung or the outlet where you purchased the Mobile Device for replacement.

2.4 What is not included

This Repair Contract is only for Cracked Screen Breakage, and for the avoidance of doubt, does not include repair or services of or for the following.

- 2.4.82 Other Breakages not related to the screen including Water/Liquid Breakage
- 2.4.83 Cracked Screen Breakage caused by violating Manufacturer's Warranty, abuse or negligence.
- 2.4.84 Regular wear and tear or gradual deterioration.
- 2.4.85 Restoration of or support for data, software, music etc. i.e. any data stored on device.
- 2.4.86 Cracked Screen Breakage caused by or attributed to the operation of a software virus or any other software-based malfunction; or natural causes, fire, terrorism, or power surge.
- 2.4.87 Repair implicitly or explicitly covered by Samsung's warranty or repair guarantee under this Repair Contract.
- 2.4.88 Replacement of any consumable items or accessories such as batteries, chargers, headphones, S Pens, keyboards etc.
- 2.4.89 Cosmetic damage to the Mobile Device, such as damage to paintwork, Mobile Device finish, dents or scratches.

- 2.4.90 Any defects that are subject of the Samsung's recall.
- 2.4.91 Any circumstances where the conditions in clause 2.2 above are not met.
- 2.4.92 Cost that you incurred by yourself to repair the Mobile Device with a third party.
- 2.4.93 Cracked Screen 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.
- 2.4.94 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. Breakage other than cracked screen.
- 2.4.95 Breakage arising from nuclear reaction, nuclear radiation or radioactive contamination from any source whatsoever.
- 2.4.96 Cracked Screen Breakage arising from overload, experiments or tests requiring the imposition of abnormal conditions.
- 2.4.97 Gradually developing flaws, defects, cracks or partial fractures in any part, although at some future time repair or renewal of the parts affected may be necessary.
- 2.4.98 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.
- 2.4.99 Cracked Screen Breakage arising out of any intentional act towards the Mobile Device including but not limited to incorrect installation or incorrect set-up. 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.
- 2.4.100 Any type of electrical or mechanical breakdown including electrical failure or short-circuit. Damage arising from attack by unauthorized software/virus, software faults and manufacturing defect.
- 2.4.101 Breakage arising from internal leakage of the battery.
- 2.4.102 Any failure of the Mobile Device to operate as a result of problems with respect to the network infrastructure, Beneficiary's network subscription or similar service issues.

2.5 Termination of Repair Contract

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

- 2.5.15 Fraud, attempted fraud, or non-disclosure of any changes to the Mobile Device that affect this Repair Contract.
- 2.5.16 Where the asset serial number is removed, obliterated or altered from the Mobile Device.
- 2.5.17 If repairs have been conducted by unauthorized repair centers or person at any point

during or before the Contract Period.

2.5.18 Where Samsung has exercised our option to replace the Mobile Device in accordance with clause 2.2 above.

2.5.19 Where you have exhausted the Maximum Repair Limit.

3. Service Request Process

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

3.27 Notify Samsung of Breakage by:

3.27.1 Visiting <https://ph.careplus.co/> and submitting service request via customer portal; or

3.27.2 Calling 02 77922680, from Monday to Sunday between 9:00 am and 8:00 pm (including public holidays).

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

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

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

3.31 Samsung dispatches and delivers the repaired Mobile Device to you.

3.32 In the case of DOA, please inform Samsung within thirty (30) days from the date of the invoice **and** the details of the replacement Mobile Device within thirty (30) days from the date of your receipt of the replacement Mobile Device through any of the methods stated in Clause 3.2 above. Samsung will update the Mobile Device model and IMEI number accordingly. In the event you failed to comply with this provision, Samsung reserves the right to not entertain or reject any service request made in respect of the replacement Mobile Device pursuant to this Repair Contract.

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

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

6. Data Privacy

- 6.9 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.
- 6.10 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

- 7.13 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.
- 7.14 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.
- 7.15 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

- 8.13 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 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.

- 8.14 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.
- 8.15 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.