

Samsung Care+ Mobile Device Repair Contract for 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	:
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	:<For Breakage/Liquid Breakage: One year or Two years from Contract Period Start Date (depending on the purchased Repair Contract); For Breakdown: One Year from the expiration of the first year of Manufacturer's Warranty Period
Repair Contract Fee	:
Maximum Repair Value (for Breakage & Water/Liquid Breakage)	: Unlimited breakage or any type of Water/Liquid breakage repairs or in the case of replacement of device in the case of BER- For 6 months and 1 year policy – one (1) time device replacement. For 2 years policy period – two (2) times device replacements.

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Maximum Repair Value (for Breakdown)	: Unlimited Breakdown repairs or 1 Replacement Device
Service Fee	:

- 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 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 service request(s) pertaining to Breakage and/or Water/Liquid Breakage of Mobile Device, You are entitled to service request for repairs or replacement device based on the allowable number of replacement during the Contract Period up to the Maximum Repair Value (for Breakage & Water/Liquid Breakage) as stipulated above during the Contract Period;
 - (b) In respect of service request(s) pertaining to Breakdown of Mobile Device, you are entitled to service request for repairs or replacement device up to the Maximum Repair Value (for Breakdown) upon expiration of the first year Manufacturer’s Warranty Period until the Contract Period End Date;
- 1.7 The Breakage Service Fee or BER Service Fee as stated in this document will apply for each repair request.
- 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).

1.11 During the first or second year of Contract Period¹, You are only entitled for Breakage repair hence relevant terms and conditions shall apply. For Breakdown, You are entitled to Breakdown repairs starting from the second year of the Contract Period.

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 & upkeep of the Mobile Device, usage of specified protection devices such as voltage stabilizers.
- 2.1.3 **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 involuntary and external means.
- 2.1.4 **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.
- 2.1.5 **Breakdown:** means inherent mechanical and/or electrical defects and/or failure of a Mobile Device caused by manufacturing defects that cause it to not function in its intended manner.
- 2.1.6 **BER:** 'Beyond Economic Repairs' means cost of a repair is greater than 85% of the Device Purchase Price.
- 2.1.7 **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.
- 2.1.8 **Manufacturer's Warranty:** The original warranty given by Samsung in respect of a Mobile Device.
- 2.1.9 **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.
- 2.1.10 **Service Fee:** Fee payable by You at the time of registering a repair request with us or if Breakage is deemed BER by Samsung.

¹ Depending on the purchased Repair Contract (1 year or 2 years of Breakage/Liquid Breakage)

- 2.1.11 **You/Your:** The Customer mentioned in this Repair Contract.
- 2.1.12 **Immediate Family Member:** Means Customer's spouse and/or child/ren.
- 2.1.13 **Maximum Repair Value:** The value as stated in the 'Summary of Your Details' section above.
- 2.1.14 **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 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 and Breakdown ordinarily covered under Manufacturer Covered Breakdown, from time to time, in respect of the Mobile Device, subject to the following conditions:

- 2.2.1 During the Contract Period Start Date For Breakage (as stated in the 'Summary of Your Details' section above) until the Contract Period End Date For Breakage (as stated in the 'Summary of Your Details' section above), You are entitled to unlimited service requests for any Breakage (as defined below) occurred to Your Mobile Device or the number of Replacement Device allowable during the Contract Period. For the avoidance of doubt, if a Replacement Device is provided in lieu of repair in the case of BER, Your coverage under this Agreement will cease and You will no longer be eligible for replacement device services save and except for repair services
- 2.2.2 Repair performed exclusively by a Samsung accredited service center.
- 2.2.3 Samsung will charge You with additional repair fee at applicable market rates, as determined by Samsung, for any subsequent repair after You exhaust the Maximum Repair Value under this Repair Contract. The details relating to a Breakage and the additional repair fee are to be assessed and determined by Samsung and shall be final and conclusive.
- 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 & 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.
- 2.2.5 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.

2.3 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.

2.4 What is not included

This Repair Contract is only for 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 Exclusion applicable to the first year of the Contract Period ("**Breakage Exclusion**):
 - 2.4.1.1 Breakdown caused by violating Manufacturer's Warranty, abuse or negligence.
 - 2.4.1.2 Regular wear and tear or gradual deterioration.
 - 2.4.1.3 Restoration of or support for data, software, music etc., i.e. any data stored on device.
 - 2.4.1.4 Repair implicitly or explicitly covered by Manufacturer Warranty or repair guarantee under this Repair Contract.
 - 2.4.1.5 Replacement of any consumable items or accessories like batteries, chargers, headphones, S Pens, keyboards etc.
 - 2.4.1.6 Cosmetic damage to the Mobile Device, such as damage to paintwork, Mobile Device finish, dents or scratches.

- 2.4.1.7 Any defects that are subject of the Samsung's recall.
 - 2.4.1.8 Any circumstances where the conditions in clause 2.2 and 2.3 above are not met.
 - 2.4.1.9 Cost that You incurred by Yourself to repair the Mobile Device with a third party.
 - 2.4.1.10 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.
 - 2.4.1.11 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 at some future time repair or renewal of the parts affected may be necessary.
 - 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 Damage arising from attack by unauthorized software/virus, software faults.
 - 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.
 - 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.
- 2.4.2 Exclusion applicable starting from the expiration of first year of Manufacturer's Warranty Period until the Contract Period End Date:
- 2.4.2.1 Breakage Exclusion save for exclusion under Clauses 2.4.1.16 and 2.4.1.17.
 - 2.4.2.2 Breakdown caused by or attributed to the operation of a software virus or any other software-based malfunction; or natural causes, fire, water damage, terrorism, or power surge.

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:
- 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 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.

3. Repair request process

- 3.1 Repair request must be submitted within 14 days from the date when the 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 and/or Breakdown 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 Service Fee.
- 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 on 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

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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.