## A. TERMS & CONDITIONS OF THE DOOR 2 DOOR SERVICE

# Final Terms and Conditions that the consumer approves to consent to in order to use the Door 2 Door Service

# DOOR 2 DOOR TERMS AND CONDITIONS OF SAMSUNG ELECTRONICS SOUTH AFRICA PROPRIETARY LIMITED ("SAMSUNG ELECTRONICS", "WE" OR "US")

#### **TERMS AND CONDITIONS**

- **1. What these terms and conditions cover**. These are the terms and conditions that are applicable to our Door 2 Door Service ("Service").
- **2.** For the purpose of these Terms and Conditions, the Service shall apply to the products listed under the Section 7: Product Support and Terms
- **3. Why you should read these terms and conditions**. Please read these terms and conditions carefully if you would like make use of our Service. These terms explain who we are, the terms and conditions we impose for usage of the Service and other important information.
- **4.** Please note that this Door 2 Door service is not a free service and that you will need to make payment before this Service can be activated. Refer to Section 8
- 5. The Service is currently limited to a specific radius (0 40Km) from the selected service partners ("Samsung CSP") listed below. This Service is valid for 0 → 40KM from the below mentioned list of service partners. Any request over the selected distance will not be allowed. Please refer to the FAQ contained on <u>www.samsung.com</u>

<u>Gauteng (Sandton)</u> MM All (Samsung CSP) <u>Gauteng (Pretoria)</u> Pandodox (Samsung CSP) Cape Town

nca Natasha FearLegal Group /Africa Office 20180803162808

SSS (Samsung CSP)

#### <u>Durban</u>

Circle 7 (Samsung CSP)

6. Kindly note that you will be charged for any mis-collections and/or cancellations, as well as a waiting fee for every 15 minutes a collection agents needs to wait. Please see below Cost Table with the specific costs related to this

Customers Cost	Cost
Radius - 40KM	R330 both ways
Mis-Collection / Cancellation	50% of trip fees
Awaiting Fee	R40 per 15min

### 7. PRODUCT SUPPORT & TERMS

7.1 The table below confirms the Samsung products that would qualify for this Services

Samsung Phones	
Samsung Galaxy Z (all model codes)	
Samsung Galaxy S (All Models Codes)	
Samsung Galaxy Note 20 5G	
Samsung Galaxy Note (All Model Codes)	
Samsung Galaxy A (All Model Codes)	
Samsung Galaxy J (All Model Codes)	
Samsung Tablets	
Galaxy Tab S (All Models Codes)	
Galaxy Tab A (All Models Codes)	
Galaxy Tab Active (All Models Codes)	
Samsung Watches	
Galaxy Watch (All Models Codes)	
Galaxy Watch Active (All Models Codes)	
Galaxy Fit (All Models Codes)	
Samsung Buds	
Galaxy Buds (All Model Codes)	

product is still within its warranty period or does not show any physical damages. Any visible & invisible damages will be for your cost and the selected Samsung CSP will then be in contact with you to share a damage report and the additional cost for the repairs.

#### 8. COLLECTION PROCESS

- 8.1 We will do all that we reasonably can to meet the date agreed for the Collection & Delivery of the devices, however, in the unforeseen circumstances beyond our reasonable control, we may not be able to do so. In such circumstances we will contact you to agree on an alternative date.
- 8.2 Once you have selected the Samsung CSP closest to you, the Samsung CSP will make sure to share the payment link for the relevant Customer costs as tabled in Section 6 above with you before the collection is arranged. It is the customer's responsibility to ensure that the product is ready for collection at the set date. You would also need to make sure a copy of the proof of purchase is supplied with the device upon collection.
- 8.3 The collection agent will take a photo of your Samsung product and will upload this to evidence whether the product is in a working or none working order.
- 8.4 Due to COVID regulations, the product will then sanitized and packaged before the customer.
- 8.5 The Samsung CSP will assess the product on arrival at the service center. You will receive a link from our call center on the day the request is made for you to track the repair progress on <u>www.Samsung.com</u>. After the product is repaired the Samsung CSP will complete the repair on the system and you will be notified that the repair that is completed by way of SMS. The Samsung CSP will then arrange for the delivery of the repaired product to you. Please ensure that you are available on the agreed date and time to take delivery of your product as charges will apply for missed deliveries.

9. How do I back up my data on my device?

Samsung and/or the CSP will not back up your data and we are not responsible for any loss of or damage to data on your device when you send it to us for the Service. During repair, some processes require a data reset. Please ensure that you back up all of your important data prior to sending the product for repair, otherwise your data will be deleted. In addition, you must remove and keep any SD and/or SIM cards before sending a device to the CSP. To back-up your data, you can follow steps provided here: <u>https://www.samsung.com/ca/support/mobile-</u> devices/samsung-galaxy-smartphones-how-to-back-up-your-device/

## **10. LIMITATION OF LIABILITY**

BOTH SAMSUNG WILL EXERCISE REASONABLE EFFORTS IN PROVIDING THE SERVICE BUT SAMSUNG WILL NOT BE LIABLE FOR ANY LOSSES YOU SUFFER OR DAMAGES YOU INCUR IF YOU PROVIDE US WITH INCORRECT INFORMATION OR IF THE YOUR DATA HAS BEEN LOST OR MISUSED.

YOU FURTHER AGREE THAT SAMSUNG NOR WILL NOT BE LIABLE FOR ANY INDIRECT AND/OR CONSEQUENTIAL DAMAGES IF YOU CHOSE TO USE THE SERVICE

#### 11. Links to third party websites

- 11.1 The use of the Service may include links and references to other <u>3<sup>rd</sup> party websites that</u> <u>are not owned, controlled or managed by Samsung</u>.
- 11.2 Please read the terms on conditions of any 3<sup>rd</sup> party websites that you click on as those terms and conditions will be different from our terms and conditions.

11.3 <u>Samsung is not responsible for the terms and conditions of any 3<sup>rd</sup> party website or the practices, policies (including privacy policies) and procedures adopted by 3<sup>rd</sup> parties and if you chose to click on any links on the Samsung online store to 3<sup>rd</sup> party websites then you do so at your own risk.</u>

# 11.4 YOU WILL NOT HAVE ANY RECOURSE TO SAMSUNG FOR ANY LOSS, DAMAGE, EXPENSES OR CLAIMS YOU SUFFER AS A RESULT OF CHOOSING TO CLICK ON ANY 3<sup>RD</sup> PARTY LINKS.

#### 12. Governing Law and Jurisdiction

- 12.1 These terms and conditions are governed by and interpreted in accordance with the laws of the Republic of South Africa. If you choose to make use of the Service it means that you agree to the jurisdiction of the South African courts regarding all matters arising under these terms and conditions.
- 12.2 In the case of a dispute, you consent to non-exclusive jurisdiction of the Magistrate's Court.