

Samsung Care+ Standard (SC+ Standard) and Z Premier (SC+ Premier) Service Plan Terms and Conditions

1. Recitals

This is a Service Contract and not a contract of insurance.

THIS SERVICE CONTRACT IS SUPPLEMENTARY TO THE MANUFACTURER'S WARRANTY, BUT PROVIDES ADDITIONAL BENEFITS DURING AND AFTER THE TERM OF THE MANUFACTURER'S WARRANTY. EVENTS COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS SERVICE CONTRACT.

THIS SERVICE CONTRACT IS APPLICABLE TO COVERED DEVICES PURCHASED OR RECEIVED ON CONTRACT AS FROM 04/09/2020 FOR SC+ STANDARD AND 28/09/2020 FOR SC+ Z PREMIER.

"You/Your" means the owner of the Plan Device under this Service Contract.

2. Service Contract Administrator

The Service Contract Administrator is **IUA Business Solutions (Pty) Ltd** which is the entity responsible for the administration of this Service Contract.

3. Service Contract for Standard Service ("**Standard Plan**") and Z Premier Service ("**Z Premier Plan**") collectively referred to as "**Service Plans**"

This Service Contract governs the hardware repair services provided to You by Samsung Electronics South Africa (Pty) Ltd ("**Samsung**") in relation to Your Samsung product ("**Plan Device**") purchased from Samsung or its nominated points of sale and listed on Your confirmation document ("**Plan Confirmation**").

4. Registration Period

If You do not register for the Standard Plan and/or Z Premier Plan at the time of purchase of the Plan Device, you will still enjoy a 30-calendar day registration period in which You may register Your Plan Device for the SC+ Standard and/or Z Premier benefit. If during this 30-calendar day period You **do not** register for the Standard Plan and/or Z Premier Plan, then You will not be eligible for the SC+ Standard and/or Z Premier benefit.

5. Plan Term

This Service Contract will commence and take effect immediately on the date of purchase of the Plan Device, or in the event that the Plan Device is obtained by You by way of contract with a network operator the Service Contract will commence and take effect immediately on the date the contract was concluded between You and the network operator. This Service Contract will endure for a maximum period and number of repairs as set out below, dependant on the Service Plan option selected.

Service Plan	Plan Term	Maximum Number of Repairs
Standard Plan	12 Months	1
Z Premier Plan	12 Months	1

This Service Contract will terminate in the following instances, whichever is the earlier date:

1. upon the expiration of the Plan Term (which expiration or end date will be confirmed on the Plan Confirmation Document), or
2. upon provision of the maximum number of Repairs (which number will be confirmed on the Plan Confirmation Document) or
3. until cancelled by either You or Samsung.

6. When the Service Plans Commence and End

The Standard and/or Z Premier Plan must be redeemed within the first 30 calendar days from date of purchase of Your Plan Device or in the event that You receive Your Plan Device by way of contract with a network operator, you must apply within the first 30 calendar days from the date of commencement of the contract.

The Service Plans begin retroactively from the date of purchase of Your Plan Device or date of commencement of Your contract ("**Commencement Date**") and continue for the duration of the Plan Term.

Your Plan Confirmation will be sent to You via email and SMS. The terms of the Service Plan, the original sales receipt for Your Service Plan and the Plan Confirmation are each part of Your Service Contract. A separate Standard Plan and/or Z Premier Plan must be redeemed for each Plan Device.

7. What is covered

- Samsung Care+ Standard Service (SC+ Standard)

If during the Plan Term You notify Samsung that the Plan Device has suffered a **front screen damage** caused by an unexpected and unintentional external event (e.g. device drop) that arises during Your normal daily usage of the Plan Device (“Accidental Damage”), Samsung will, subject to the payment of the Repair Fee, repair the damaged front screen, using new and original Samsung parts (known as a “Repair”). Samsung’s obligations to You in terms of this Service Contract will expire or will be entirely fulfilled before the end of the Plan Term when Samsung has provided to You one Repair. Repairs only apply to an operational or mechanical failure caused by Accidental Damage. Repairs do not include operational or mechanical failure due to normal wear and tear, theft, misplacement, reckless, abusive, wilful or intentional conduct associated with handling and use of the Plan Device, and any other act not covered by the Standard Plan.

- Samsung Care+ Z Premier Service (SC+ Z Premier)

If during the Plan Term You notify Samsung that the Plan Device has suffered **either an inner foldable screen or front screen damage** caused by an unexpected and unintentional external event (e.g. device drop) that arises during Your normal daily usage of the Plan Device (“Accidental Damage”), Samsung will, subject to the payment of the Repair Fee, repair **either** the damaged inner foldable screen or damaged front screen, using new and original Samsung parts (known as a “Repair”). Samsung’s obligations to You in terms of this Service Contract will expire or will be entirely fulfilled before the end of the Plan Term when Samsung has provided to You one Repair. Repairs only apply to an operational or mechanical failure caused by Accidental Damage. Repairs do not include operational or mechanical failure due to normal wear and tear, theft, misplacement, reckless, abusive, wilful or intentional conduct associated with handling and use of the Plan Device, and any other act not covered by the Premier Plan.

If Your Plan Device has simultaneously suffered both an inner foldable screen damage and a front screen damage under the Z Premier Plan, You will only be entitled to either an inner foldable screen repair or a front screen repair in exchange for the relevant Repair Fee under this Service Contract. **You will not be entitled to both an inner foldable screen and front screen repair under the Z Premier Plan.**

- Covered Plan Devices:

Service Plan Type:	Plan Device Model:
Standard Plan	Galaxy Note 20 and Note 20 Ultra
Z Premier Plan	Galaxy Z fold 2

8. Repair Fee

- **Based on the Service Plan you receive You will pay a Repair Fee in the following sum for the front screen or inner foldable screen repair claim, in respect of the following Plan Device models:**

Service Plan Type:	Repair Fee:	Type of Repair:	Plan Device Model:
Standard Plan	5,500 Kenyan Shillings, (which amount is inclusive of VAT) for 1 (one) front screen repair only	Front screen repair	Galaxy Note 20 and Note 20 Ultra
Z Premier Plan	11,000 Kenyan Shillings, (which amount is inclusive of VAT) for 1 (one) repair only, which repair can either be an inner foldable screen repair or a front screen repair	Front screen or inner foldable screen repair	Galaxy Z fold 2

- You may be asked to provide a detailed explanation of where and when the Accidental Damage occurred. A Repair will be denied if You fail to pay the Repair Fee or fail to provide information relating to the Accidental Damage when asked.
- You must immediately pay the Repair Fee in order for Your Plan Device to be repaired. If the Repair Fee is not paid upfront your Plan Device will not be repaired.
- The accidentally damaged screen will not be returned to you and return of the damaged screen to the manufacturer is required.

9. What devices are not covered?

SC+ Standard and/or SC+ Z Premier repairs are restricted to Plan Devices purchased from Samsung or any authorized sales distributor.

Plan Devices purchased second hand and from countries outside of Kenyan borders, or Plan Devices with SKU numbers other than AFR (being non-counterfeit Plan Devices purchased locally or imported from another country outside of Kenya) are not eligible for SC+ Standard and/or SC+ Z Premier.

10. Service Plan exclusions:

- The Service Plans do not apply to installation, removal or disposal of the Plan Device, or providing substitute devices while the Plan Device is being serviced.
- The Service Plans do not include or make any provision for a loan device whilst the Plan Device is being assessed or repaired.
- The Service Plans do not apply to damage caused to a device that is not the Plan Device.
- The Service Plans do not cover abuse or misuse of the Plan Device.
- The Service Plans do not cover damages caused to the Plan Device by fire, earthquake or other external causes of damage.
- The Service Plans do not cover operating the Plan Device outside the permitted or intended uses described by the manufacturer.
- The Service Plans do not apply to a Plan Device with a serial number that has been altered, defaced or removed, or a Plan Device has been modified to alter its functionality or capability without the written permission of the manufacturer.
- The Service Plans do not apply to a Plan Device that is lost or stolen.
- The Service Plans do not apply to cosmetic damage to the Plan Device, including but not limited to scratches and dents that does not otherwise prevent the functionality of the Plan Device.
- The Service Plans do not provide preventative or other maintenance on the Plan Device.
- The Service Plans do not apply to defects and/ or damage caused by normal wear and tear or which are due to normal aging of the Plan Device.
- The Service Plans do not apply to the battery performance of the Plan Device.
- Any claim for Repair under this Standard Plan and/or Z Premier Plan is subject to an internal validity assessment at an Authorised Samsung Service Centre.
- The Standard Plan applies to front screen only i.e. LCD. Any other parts requiring replacement or repair, to return the Plan Device to manufacturing standards is payable by You.
- The Z Premier Plan applies to either the inner foldable screen or front screen only i.e. LCD. Any other parts requiring replacement or repair, to return the Plan Device to manufacturing standards is payable by You. The Z Premier Plan does not cover simultaneous damage to both the front and inner foldable screen, only one screen can be claimed for in this instance.
- Any other damage to the Plan Device identified or arising during the Repair process is payable by You.

11. Delays and consequential loss

Samsung will exercise reasonable efforts in providing the service under this Service Contract, but will not be liable for any damages arising out of delays; and in no event, will Samsung be liable for any indirect and/or consequential damages whatsoever.

12. Technical Support

The Standard and/or Z Premier Plan does not include Technical Support.

13. How to obtain Repair Support?

To obtain this SC+ Standard or Z Premier Service Repair Support, You can contact Samsung Customer Care on (0800 545 545) and/or deliver the Plan Device to a Samsung Authorized Service Centre (to find the nearest ASC refer to https://www.samsung.com/africa_en/support/service-centre/).

You need to keep Your Plan Confirmation document and the original sales receipt for Your Plan Device or copy of Your contract concluded with the network operator, as such documentation will be required if there is any question as to Your eligibility for Repairs.

14. Your Responsibilities

To receive support under the Standard and/or Z Premier Plan, you agree to comply with each of the terms listed below:

- You will provide Your Plan Confirmation document and a copy of Your Plan Device's original proof of purchase or copy of Your contract concluded with the network operator, if requested.
- You will provide information about the Accidental Damage event involving the Plan Device.
- You will respond to all requests for information, including but not limited to the Plan Device's serial number and model.
- You will follow the instructions Your Service Contract Administrator gives You, including but not limited to refraining from booking in products and accessories at the Samsung ASC Authorised Service Centre under this Service Contract that are not subject to a Repair
- Your Repair Fee must be paid immediately upon Your Plan Device repair submission to the repair centre or the repairs will not commence.
- You will be required to authorise the Repairs in writing at the time of submitting your Plan Device for repair.

15. Ineligible for repairs

This Service Contract does not provide any repair or service for devices held in inventory or sample devices or devices held as Your stock in trade. This Service Contract is only available for new communications Plan Devices under manufacturer's warranty.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE PLAN DEVICE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF DATA OR ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM SAMSUNG'S OBLIGATIONS UNDER THIS SERVICE CONTRACT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LIMIT OF SAMSUNG'S AND ITS EMPLOYEES' AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THIS SERVICE CONTRACT SHALL NOT EXCEED THE REPAIR FEE PAID UNDER THIS SERVICE CONTRACT. SAMSUNG SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO REPAIR THE PLAN DEVICE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

17. Further Service Plans

- Samsung is not obligated to renew this Service Contract and/or Service Plans.
- If Samsung does offer to provide a further Service Plan, it will determine the price, period and the terms governing such further Service Plan.
- In the event that Samsung elects to offer to provide a further Service Plan, Samsung will give You at least forty (40) business days' written notice prior to the end of the Plan Term, which notice will set out the new terms of the further Service Plan and the Repair Fee applicable to the further Service Plan.

18. Cancellation

Samsung may cancel this Service Contract 10 business days after giving written notice to you of a material failure by you to comply with the Service Contract. Samsung may further cancel this Service Contract for fraud or material misrepresentation immediately on notice to You.

19. Transfer

This Service Contract is not transferable by You.

In case however of the following, the IMEI number of Your Plan Device may change:

- an out of box defective Plan Device, or
- Plan Device replacement within 7 (seven) days from original Plan Device purchase date due to Plan Device failure, or
- Plan Device replacement due to uneconomical reasons for repairs.

It is Your responsibility to notify and send proof of the IMEI number change to the Service Contract Administrator. The Service Contract Administrator will verify with Samsung if the change in the IMEI number of the Plan Device is valid before an IMEI number change will be made to your existing Service Plan.

20. What You must do

In order to keep this Service Contract in force during the Plan Term, you must maintain the Plan Device in accordance with the service requirements set forth by the manufacturer's specifications, including cleaning and maintenance. It is Your responsibility to protect the Plan Device from further damage and comply with the owner's manual. You must notify the Service Contract Administrator in writing if Your address changes.

21. General Terms and Conditions

- Samsung is not responsible for any material failures or delays in performing repairs under this Service Contract that are due to events outside Samsung's reasonable control.
- Samsung will not perform preventative or other maintenance on the Plan Device under this Service Contract.
- Each Service Plan is offered and valid only in Kenya and only in respect of Plan Devices with SKU numbers AFR.
- The terms of this Service Contract, and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document.
- There is no informal dispute settlement process available under this Service Contract.

For Samsung Care+ customer support and queries, please contact:

Email: admin@iua.co.za