

Servify Protect for Samsung Devices

ACCIDENTAL DAMAGE AND LIQUID DAMAGE PROTECTION (ADLD)

1. The Plan

This Accidental and Liquid Damage Protection Plan offered by Servify (Service Lee Technologies Pvt. Ltd.) governs the support process for smartphones damages, as mentioned herein to select brand new smartphones sold by Samsung and its official channels in India.

This plan is not valid for any products that are either refurbished or purchased by a customer post a return from the first customer, even in unboxed condition.

2. Plan Term

Benefits under the Plan begin when you (“Customer”, who is the User of the Device) purchase the Device and ends on completion of 1 Year from date of purchase of the device. (“Plan Term”).

3. Plan Eligibility

3.1. This Plan is available only for devices purchased under the Employee Purchase Program (“EPP”).

3.2. The terms of this Plan, the original sales receipt for your Plan, the original sales receipt of your Device, the proof of your identity provided at the time of raising a Damage Repair Service Request, the indemnification you provide about the working condition of the Registered Device before the purchase of the Plan and the Plan Confirmation are each part of your Plan.

3.3. The benefits under the accidental and liquid damage protection Plan is additional to the benefits provided by the manufacturer under Manufacturer’s Warranty.

4. Plan Details

4.1. “Registered” Device

The Device that was successfully registered under the Plan is termed as “Registered Device”.

4.2. Customer

The purchaser of the Registered Device whose name is mentioned on the original invoice is the Customer. The purchaser’s spouse, children and parents can be the users of the Registered Device. If the purchaser is a company, Customer shall mean any representative/employee of the company authorized to use the Registered Device.

4.3. Benefits Value

Maximum Benefits Value is equivalent to the original invoice value of the Registered Device. The Benefits Value at any given point of time will be calculated by subtracting the repair costs of all the subsequent repair service requests, if any, from the Invoice Value of the Registered Device. Unlimited number of Repair Requests up-to the Benefits Value or one instance of replacement of your Registered Device can be availed under the Plan. If the repair or replacement charges are more than the Benefits Value, the Customer will have to bear the additional cost for the repair.

There is a Processing Fee charged during any repair event under Accidental and Liquid Damage Protection Plan as mentioned below:

| Device Price Range | Deductible. (In ₹) |
|--------------------|--------------------|
| Below 10k | 349.00 |
| Between 10k-20k | 599.00 |
| Between 20k-30k | 1099.00 |
| Between 30k-50k | 1599.00 |
| Between 50k-100k | 1799.00 |
| Above 100k | 1999.00 |

4.4. Beyond Economic Repairs (BER)

If the repair cost of the Registered Device is more than the Benefits Value of the Registered Device, then the repair request will be determined as Beyond Economic Repairs (BER). In case of BER, the Customer will have the option to bear the differential value for obtaining the repair as determined by the Authorised Service Centre ("ASC") of Samsung or, opt for refund of the Benefits Value. If Customer opts for refund, the applicable Benefits Value (as applicable) will be returned to the beneficiary less Processing Fees as settlement subject to Customer returning the original Device along with its original accessories and original box to Servify. In case the original accessories are not returned, then Servify may deduct Rs.500 (Five Hundred Only) from the amount payable by Servify for each accessory that's not returned as supplied with the Device as part of its original packing.

4.5. Scope of Service under the Plan

Provided the Registered Device is handed over to Servify or its authorized channels in its entirety during the Damage Repair Request Process & that you have submitted the documents as desired under the Plan and have purchased the Registered Device from official sales channels of Samsung in India, the following conditions would be considered under the Plan.

4.5.1. Inclusions

- 4.5.1.1. Suffers accidental physical damage and/or such damage that impairs the normal usage of the Registered Device.

4512 Fails to work because accidentally fluid has entered its internal circuitry, touch panel, sub-board or battery, resulting into stoppage of the Registered Device.

4513. Suffers damage due to:

4.5.1.3.1. Acts of god perils, fire, lightening and explosion.

4.5.1.3.2. Damage during riot, strike & malicious damage.

4.5.2. Exclusions

4521. Any damages to the Registered Device prior to the Plan activation

4522. Any damages reported within 7 days of activation of the Plan

4523. Theft or loss of the smartphone

4524. Any damage to the Registered Device:

4.5.2.4.1. due to Intentional act or willful neglect.

4.5.2.4.2. under mysterious circumstances including lost or stolen.

4.5.2.4.3. due to serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of Servify.

4.5.2.4.4. due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device.

4525. Damage caused by:

4.5.2.5.1. a product/accessory that is not the Registered Device.

4.5.2.5.2. operating the Registered Device outside the permitted or intended uses described by manufacturer.

4.5.2.5.3. service (including upgrades and expansions) performed by anyone who is not an Authorized Service Centre ("ASC").

4.5.2.5.4. Third-party products or their effects on or interactions with the Registered Device or the software.

4.5.2.5.5. Consequential loss of any kind or description including wear & tear, manufacturing defects.

4.5.2.5.6. Cosmetic damage to the Registered Device including but not limited to scratches, dents and broken plastic on ports.

4.5.2.5.7. Loss or damage covered by supplier, dealer or Manufacturer's Warranty.

4.5.2.5.8. Registered Device that has been stolen.

5. Special Exclusions

Servify shall not be liable in respect of loss or damage to Registered Device relating to or caused due to the following:

5.1. Loss or damage due to mechanical or electrical break down or derangement, unless such loss is accidental damage, and which is not covered within the Manufacturer's Warranty.

5.2. Penalties for delay or detention or in connection with guarantees of performance or efficiency.

5.3. Servify shall not be liable if:

5.3.1. the user is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to this Plan or Registered Device and/or,

5.3.2. Due to the inability of the Customer to submit either of the processing documents or supporting documents required for processing the request.

5.4. In any action, suit or other proceeding where the Servify or underwriting Servify(s) alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction or damage is not included under this Plan, the burden of proving that such loss, destruction or damage is included, shall be upon the Customer.

6. Worldwide Cover

The smartphone is covered for damages occurring anywhere in the world. However, the repair will be done only in India as per the process mentioned.

7. Plan Activation Process

For EPP online purchases: the plan is activated automatically within 10 days of delivery of the device.

8. Service Request Process

In the event of damage to the Registered Device, you (Device) are required to:

8.1. Immediately (not later than 7 Days from the time of the defect) inform Servify through the Servify Consumer Web Portal, App, Call Centre detailing the defect, and any documentary evidence of the defect.

8.2. Answer a few questions on the incident. The process is completely paperless, so, no documents will be required.

8.3. Please note, you will not handover the Registered Device for repairs at any service centre, including at any Samsung Authorized Service Centre (ASC) until confirmed by Servify. It is expressly stated that Servify will not be held responsible for fulfilling any such requests where the Registered Device is handed over to a service centre by you before the approval from Servify; any liabilities arising out of such requests before the in-principle approval of the Damage Repair Service Request from Servify will be solely handled by you (Customer) at your (Customer's) own expense.

9. Service Fulfilment Process

9.1. Servify provides services through Pick/Drop Support ("PUDO") Service for the Registered Device, for serviceable locations, for the rest you may visit the nearest Samsung Authorized Service Centre as indicated in the Consumer Web Portal/App once the approval is provided. You are required to wait until Servify confirms in writing via an email or on a voice call on your registered number or provides an update on the Consumer Web Portal about the status of the next steps expected. Service will be performed at the Samsung Authorized Service Centres after verification of the entitlement and validity of the Plan. Once you are notified & that the service is complete, you will promptly be notified via the Consumer Web Portal/App. The repaired Device will be delivered to the address of initial pickup after completion of repair if PUDO service is availed.

9.2. Servify reserves the right to change the method by which they may provide repair service to you, and your Registered Device's eligibility to receive a particular method of service under this Plan. Service options, parts availability and response times may vary according to the city you live in.

10. Your Responsibilities

To receive service or support under the Plan, you agree to comply with the following:

- 10.1. Provide a copy of your Registered Device's original proof of purchase at the time of raising a request.
- 10.2. Provide information about the reasons and causes of the damage to the Registered Device.
- 10.3. Provide identity proof if requested by Servify (at the time of raising a 'Damage Repair Request') to verify the User of the Device, on which Plan is activated.
- 10.4. Respond to requests for information, including but not limited to the Registered Device serial number, model, version of the operating system and software installed, any peripherals Devices connected or installed on the Registered Device, any error messages displayed, actions taken before the Registered Device experienced the damage and steps taken to avoid the damage.
- 10.5. Follow instructions Servify gives you, including but not limited to refraining from sending Registered Device that is not subject to damage protection as per the Plan and packing the Registered Device in accordance with shipping instructions as per the Plan.
- 10.6. Make sure to backup software and data residing on the Registered Device. DURING THE FULFILLMENT OF DAMAGE REPAIR SERVICE, SERVIFY OR THE ASC MAY DELETE THE CONTENTS OF THE REGISTERED DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. Servify, or ASC may return your Registered Device after the service event subject to applicable updates. Servify or the ASC may install latest software updates as part of hardware service that will prevent the Registered Device from reverting to an earlier version of the Operating System. Third party applications installed on the Registered Device may not be compatible or work with the Registered Device as a result of the Operating System update. You will be responsible for reinstalling all other software programs, data and passwords.

11. Depreciation Matrix

The standard depreciation matrix applicable for this Plan is as below:

| Age of the Registered Device | Depreciation Applicable |
|---|--------------------------------|
| Up to 90 days from the date of purchase of the Registered Device | 10% of the Invoice Value |
| Between 91 days to 180 days from date of purchase of the Registered Device | 20% of the Invoice Value |
| Between 181 days to 365 days from date of purchase of the Registered Device | 35% of the Invoice Value |

12. Cancellation and Refund

There is no cancellation allowed under this Plan.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVIFY AND ITS EMPLOYEES

AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER 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 BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM SERVIFY'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF SERVIFY AND IT'S EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE DEPRECIATED VALUE OF THE REGISTERED DEVICE. SERVIFY SPECIFICALLY DOES NOT WARRANT THAT

- (i) IT WILL BE ABLE TO REPAIR OR REPLACE REGISTERED DEVICE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA,
- (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT SERVIFY'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR (II) FRAUD. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, SERVIFY'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE REGISTERED DEVICE OR SUPPLY OF THE SERVICE.

14. Transfer of Plan

14.1. The transfer of ownership of the Plan for the Registered Device from the Device to another party will render the Plan & its benefits null and void.

14.2. If the Registered Device is replaced under Manufacturer's Warranty during the Plan Term, then the replacement Device will be termed as Registered Device, with the applicable Plan benefits for the remaining period of the Plan Term.

14.3. It is the responsibility of the Customer to share the replaced Smartphone's IMEI and the replacement invoice issued by the ASC.

15. General Terms

15.1. Servify may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

15.2. Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control.

15.3. You are not required to perform preventative maintenance on the Registered Device to receive service under the Plan.

15.4. The smartphone is covered for damages occurring anywhere in the world. However, the repair will be done only in India as per the process mentioned.

15.5. This Plan is not offered to persons who have not reached the age of majority. This Plan may not be available in all states, and is not available where prohibited by law.

15.6. In carrying out its obligations Servify may, at their discretion and solely for the purposes of monitoring the quality of their response, record part or all of the calls between you and them.

15.7. Servify have security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Servify regarding the processing of data, and Servify will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if

you have questions regarding how your data may be impacted by being processed in this way, contact our Service at the support mediums provided such as support@servify.tech

- 15.8. You agree that any information or data disclosed to Servify under this Plan is not confidential or proprietary to you. Furthermore, you agree that Servify may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with the Customer Privacy Policy of Servify, details of which are available on its website under <https://servify.in/privacy/>
- 15.9. The terms of the Plan, including the original sales receipt of the Registered Device and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Servify's entire understanding with respect to the Plan.
- 15.10. Servify is not obligated to renew this Plan. If either Servify does offer a renewal, they will determine the price and terms.
- 15.11. There is no informal dispute settlement process available under this Plan.
- 15.12. In the event any section or portion of a section of these terms and conditions are deemed invalid, void or unenforceable, that section or portion of a section shall be severed from these terms and conditions, and the remaining terms and conditions shall continue in full force and effect.
- 15.13. These terms and conditions shall be governed by and construed under the laws of India.
- 15.14. These terms and conditions do not affect your statutory rights as a consumer.

16. Support Contact Details:

- 16.1. Servify Customer Service Email ID: support@servify.in
- 16.2. Servify Toll-Free Number: 1800 123 333 888 (Mon-Sun, 9am-9pm).