

## **SAMSUNG CARE+**

### **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 begins when you (“Customer”, who is the User of the Device) registers the Device for the Plan and ends on completion of 1 Year from date of purchase of the Plan (“Plan Term”)

#### **3. Plan Eligibility**

1.1. This Plan is available only for devices within 30 days of the original device purchase date. The purchase window may be extended by Samsung provided additional device diagnostics is available.

3.1. 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

3.2. 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 within 30 calendar days from the original purchase of the Device 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 invoice value of the Registered Device at the time of submitting a Damage Repair Request for availing accidental damage protection as eligible under this Plan. Limit is one (1) repair instance for the Plan term of 1 year for the registered device, subject to the maximum eligible Benefits Value at the time of submitting a request. If the repair charges are more than the Benefits Value, the Customer will have the option to bear the differential price for obtaining the repair as determined by the Authorised Service Centre (“ASC”) of Samsung. There is a Processing Fee charged during a repair event under Accidental and Liquid Damage Protection Plan as mentioned below:

Device categorization	Processing fee (incl. tax)
S20, S20+, S20 Ultra, S10, S10+, S10e, Note10, Note 10 Plus	1599
S10 Lite, Note 10 Lite	1599
A70, A70s, A71, A80	1099
A30, A30s, A50, A50s, A51, M30, M30s, M31, M40	599
A10, A10s, A20, A20s, M10, M20	349

### 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, like-to-like replacement will be provided of a similar make and model of the Covered device (same colours will be provided on best effort basis).

### 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
- 4.5.1.2. Fails to work because accidentally fluid has entered its internal circuitry, touch panel, sub-board or battery, resulting into stoppage of the Registered Device
- 4.5.1.3. 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

- 4.5.2.1. If the Plan has been purchased more than 30 days or 365 days as the case may be from the purchase of the registered device. Any damages to the Registered Device prior to the Plan activation
- 4.5.2.2. Any damages reported within 7 days of activation of the Plan
- 4.5.2.3. Theft or loss of the smartphone
- 4.5.2.4. 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 Samsung
  - 4.5.2.4.4. due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device
- 4.5.2.5. 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”)
  - 4.5.2.6. Third-party products or their effects on or interactions with the Registered Device or the software
  - 4.5.2.7. Consequential loss of any kind or description including wear & tear, manufacturing defects
  - 4.5.2.8. Cosmetic damage to the Registered Device including but not limited to scratches, dents and broken plastic on ports
  - 4.5.2.9. Loss or damage covered by supplier, dealer or Manufacturer’s Warranty
  - 4.5.2.10. Registered Device that has been stolen

## 5. Special Exclusions

Servify and Samsung 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 and Samsung 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. If the Plan has been purchased more than 30 days or 365 days as the case may be from the purchase of the registered device. 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**

Instant activation: You do not need to activate the Plan. Your smartphone is automatically covered under the Plan from the Plan purchase date.

## **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 Samsung Consumer Web Portal , Samsung Call centre or Samsung Authorized service 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 Authorised 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 Samsung Consumer Web Portal 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 Samsung 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 Samsung Consumer Web Portal. 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. Cancellation And Refund**

There is no cancellation allowed under this Plan

## **12. Limitation Of Liability**

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

## **13. Transfer Of Plan**

**13.1.** 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

**13.2.** 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.

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

#### **14. General Terms**

**14.1.** 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

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

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

**14.4.** 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.

**14.5.** 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

**14.6.** 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

**14.7.** 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 or Service at the support mediums provided such as [support@servify.tech](mailto:support@servify.tech)

**14.8.** 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/>

**14.9.** 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

**14.10.** Servify is not obligated to renew this Plan. If either Servify does offer a renewal, they will determine the price and terms

**14.11.** There is no informal dispute settlement process available under this Plan

**14.12.** 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

**14.13.** These terms and conditions shall be governed by and construed under the laws of India

**14.14.** These terms and conditions do not affect your statutory rights as a consumer

**15. Support Contact Details:**

**15.1.** Samsung Customer Service Email ID: [support.careplus@samsung.com](mailto:support.careplus@samsung.com)

**15.2.** Samsung Care+ Toll-Free Number : 1800 108 2222



## *SCREEN PROTECTION PLAN*

### **1. The Plan**

Screen Protection Plan offered by Servify (Service Lee Technologies Pvt. Ltd.) governs the support process for screen (also referred to as display, touch screen, touch panel, LCM) damages to brand new smartphones sold by Samsung through its official channels in India

Screen Damage is any external, visible damage to the smartphone's screen which impairs the usage or functionality of the smartphone.

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 an unboxed condition

### **2. Plan Term**

Benefits under the Plan begins when you ("Customer", who is the User of the Device) purchases the Plan and ends on completion of Twelve months from date of purchase of the Device ("Plan Term")

### **3. Plan Eligibility**

- 3.1. This Plan can be purchased only within 30 calendar days of the original purchase of the Device, and subject to the Device being in its perfect working condition. The purchase window may be extended by Samsung provided additional device diagnostics is available
- 3.2. The terms of this Plan, the original sales receipt of your Device, the proof of your identity provided at the time of raising a Screen Damage Repair 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 the Plan
- 3.3. The benefit of accidental screen damage protection provided by the Plan is additional to the benefits provided by the manufacturer's warranty.

### **4. Coverage Details**

#### **4.1. "Registered" Device**

The Samsung Device that was successfully registered under the Plan within 30 calendar days from the original purchase of the Device is termed as "Registered Device"

#### **4.2. Customer**

The purchaser of the Registered Device whose name is mentioned on the purchase Invoice of the Device 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 one-time cost incurred for screen replacement, during the Plan term. Only one Screen Damage Repair Request per Device is allowed during the Plan term of 12 Months. Any other repairs during the Plan Term or all subsequent repair requests shall be considered as paid repairs only, and the Customer is liable to make payments for such repair requests if undertaken through Servify. There is a Processing Fee charged during a repair event under Screen damage protection as mentioned below:

Device categorization	Processing fee (incl. tax)
S20, S20+, S20 Ultra, S10, S10+, S10e, Note10, Note 10 Plus	1599
S10 Lite, Note 10 Lite	1599
A70, A70s, A71, A80	1099
A30, A30s, A50, A50s, A51, M30, M30s, M31, M40	599
A10, A10s, A20, A20s, M10, M20	349

#### 4.4. **Scope of Service under the Plan**

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

##### 4.4.1 **Inclusions**

If the Registered Device:

4.4.1.1 Suffers accidental physical screen damage like broken, cracked or shattered screen

4.4.1.2 Suffers physical screen damage due to:

4.4.1.2.1 Acts of god perils, fire, lightening and explosion

#### 4.4.2 Exclusions

The Plan will not cover:

4.4.2.1 Any Damage reported within 7 days of registration of the Plan

4.4.2.2 Any loss or damage to the Registered Device:

4.4.2.2.1 due to Intentional act or wilful neglect

4.4.2.2.2 arising before or after Plan term

4.4.2.2.3 under mysterious circumstances including lost or stolen

4.4.2.2.4 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 the manufacturer

4.4.2.3 Damage caused by:

4.4.2.3.1 a product/accessory that is not the Registered Device

4.4.2.3.2 service (including upgrades and expansions) performed by anyone who is not Samsung Authorized Service Centre (“ASC”)

4.4.2.3.3 Recalls or modifications to the Device

4.4.2.3.4 Consequential loss of any kind or description including wear & tear, or otherwise due to normal aging of the product or manufacturer defect

4.4.2.3.5 Cosmetic damages like scratches, dents and broken plastic on ports

4.4.2.3.6 Loss or damage covered by supplier, dealer or manufacturer’s limited warranty

4.4.2.3.7 Any loss affecting to SIM card and any ancillary products even if Registered Device results into complete stoppage of working

#### 5. Special Exclusions

Servify or Samsung 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 any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device

5.2. 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

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

5.4. Damage due to the Registered Device which gradually develops flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary

5.5. Servify or Samsung shall not be liable for a damage repair request if:

5.1 The Customer 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

5.2 Due to the inability of the Customer to submit either the Repair Request processing documents or supporting documents required for processing the request

## **6. Plan Activation Process**

Instant activation: You do not need to activate the Plan. Your smartphone is automatically covered under the Plan from the Plan purchase date.

## **7. 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.

## **8. Screen Damage Repair Request Process**

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

- 8.1 Immediately (not later than 7 Days from the time of the defect) inform Servify through the Samsung Consumer Web Portal , Samsung Call centre or Samsung Authorized service 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 Authorised 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 Screen Damage Repair Request before the in-principle approval of the requests from Servify will be solely handled by You (Customer) at Your (Customer's) own expense

## **9. Screen Damage Repair Request 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 (ASC) as indicated in the Samsung Consumer Portal 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 Samsung Consumer Web Portal about the status of the Screen Damage Repair Request and the next steps expected. Service will be performed at the Brand 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 Samsung Consumer Web Portal. The repaired Device will be delivered to the address of initial pickup after completion of repair.
- 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 Screen Damage Repair Request (if requested)
- 10.2. Provide information about the reasons and causes of the damage to the Registered Device. Provide identity proof if requested by Servify (at the time of raising a Screen Damage Repair Request) to verify the User of the Device, on which Plan is activated
- 10.3. Provide identity proof if requested to verify Customer of the Plan at the time of raising a Screen Damage Repair Request (if requested)
- 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. Take backup and delete the data residing in the Device. DURING THE FULFILLMENT OF SCREEN DAMAGE PROTECTION SERVICE, SERVIFY OR THE ASC MAY DELETE THE CONTENTS OF THE DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. Servify or the ASP will return the Device after the service event or provide a replacement device as per Brand's service policies. Servify or the ASCs may install the latest software updates as part of hardware service that will prevent the Device from reverting to an earlier version of the operating system as per Brand's service policies. Third party applications installed on the Device may or may not be compatible or work with the Device as a result of such operating system upgrade or update. Customer will be responsible for reinstalling all other software programs, applications, data and passwords as per their need post such service interventions as part of the Screen Damage Repair Request fulfilment.
- 10.7. Fill & submit the necessary details and the declaration as required for submitting a valid Screen Damage Repair Request

## **11. Cancellation And Refund**

There is no cancellation allowed under this Plan

## **12. Limitation Of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVIFY, SAMSUNG 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, SAMSUNG AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED ONE TIME COST INCURRED FOR SCREEN REPLACEMENT OF THE REGISTERED DEVICE . SERVIFY SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPLACE DAMAGED SCREEN OF THE 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

### **13. Transfer of Plan**

- 13.1. 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
- 13.2. 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.
- 13.3. It is the responsibility of the Customer to share the replaced Smartphone's IMEI and the replacement invoice issued by the Authorised Service Centre.

### **14. General Terms**

- 14.1. 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
- 14.2. Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control
- 14.3. You are not required to perform preventative maintenance on the Registered Device to receive service under the Plan

- 14.4. 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.
- 14.5. 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
- 14.6. 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
- 14.7. 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 or Service at the support mediums provided such as [support@servify.tech](mailto:support@servify.tech)
- 14.8. 99You 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/>
- 14.9. 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
- 14.10. Servify is not obligated to renew this Plan. If either Servify does offer a renewal, they will determine the price and terms
- 14.11. There is no informal dispute settlement process available under this Plan
- 14.12. 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
- 14.13. These terms and conditions shall be governed by and construed under the laws of India
- 14.14. These terms and conditions do not affect your statutory rights as a consumer

## **15. Support Contact Details:**

- 15.1. Samsung Customer Service Email ID: [support.careplus@samsung.com](mailto:support.careplus@samsung.com)
- 15.2. Samsung Care+ Toll-Free Number : 1800 108 2222

## *Extended Warranty Plan*

### **1. The Plan:**

This Extended Warranty Plan offered by Servify (Service Lee Technologies Pvt. Ltd.) for applicable Samsung Mobile Devices and governs the support process for mechanical and electrical breakdown/defects to the extent provided herein. The Plan extends the manufacturer's warranty for 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 begins from the next day after the expiry of the Manufacturer's Warranty ("Plan Start Date") on the Device and ends on completion of 1 Year from the Plan Start date ("Plan Term")

### **3. Plan Eligibility:**

- 3.1. This Plan can be purchased only within 365 calendar days of the original purchase of the Device, and subject to the Device being in its perfect working condition
- 3.2. The terms of this Plan, the original sales receipt for your Plan, the proof of your identity, the indemnification you provide about the working condition of the Device before the purchase of the Plan and the Plan Confirmation are each part of your Plan
- 3.3. Benefits under the extended warranty plan is an extension of the benefits provided by the Manufacturer's Warranty
- 3.4. Unlimited number of Repair Requests up-to the available Benefits Value (as defined in Point 4.3) at the time of Repair Requests is allowed during the term of the Plan. All subsequent Repair Requests shall be considered for paid repair only.

### **4. Plan Details**

#### **4.1. "Registered" Device**

The device that has been successfully registered under the Plan within 365 calendar days from the original purchase of the Device 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, parents and siblings or the



recipient of the Registered Device as a gift can also be the user subject to the fulfilment of the conditions mentioned in the terms and conditions here. If the purchaser is a company, Customer shall mean any representative/employee of the company authorised 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. Please note, the total amount of benefits paid or payable under this Plan shall not exceed the original invoice value paid by the Customer for the Registered Device under this Plan.

#### **4.4. Scope of Service under the Plan**

Provided the Registered Device is handed over to Samsung's Authorised Service Centre or Servify or its authorized channels in its entirety during the Repair Request Process & that the Customer has 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:

##### **4.4.1. Inclusions**

Any mechanical or, electrical breakdown/defects to the registered device to the extent provided by the Manufacturer's Warranty including the cost of parts and labor for the products manufactured in India or is legally imported in India & sold through official sales channels of Samsung and supported by an invoice & Manufacturer's Warranty/Guarantee.

##### **4.4.2. Exclusions**

- 4.4.2.1. Plan purchased beyond 365 days of the purchase of the Registered Device
- 4.4.2.2. Plan purchased and activated on a defective Device
- 4.4.2.3. Costs implicitly or explicitly covered by any manufacturer's, supplier's or repairer's guarantee or warranty
- 4.4.2.4. Theft or loss of the smartphone

- 4.4.2.5. Non-operating and cosmetic defect to the Registered Device such as defect to paintwork, product finish, dents or scratches
- 4.4.2.6. Any accidental or liquid or physical damages to the Registered Device
- 4.4.2.7. Accessories or consumable item used in or with the Registered Device unless covered under a separable warranty policy
- 4.4.2.8. Normal wear and tear of items not integral to the functioning of the Registered Device
- 4.4.2.9. Benefits under the Plan will not under any circumstances, extend to any loss or injury to a person or loss or defect to property or any incidental, contingent, special or any direct or indirect loss and consequential defects including but not limiting to losses incurred due to any delay in rendering service related to this Plan and loss of use during the period that the Registered Device is at an authorized service centre and/or while awaiting parts
- 4.4.2.10. Defect caused by unauthorized repair, theft, burglary and accident including earthquake, storm and or hurricane, abuse, misuse, sand, dust, water, negligence, fire, flood, lightning, malicious defect, impact, corrosion, battery leakage, acts of God, animal or insect infestation or intrusion
- 4.4.2.11. Defect resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current
- 4.4.2.12. Problems or defects not covered under the original Manufacturers' Warranty/Guarantee
- 4.4.2.13. Batteries, internal or external to the Registered Device
- 4.4.2.14. Recalls or modifications to the Registered Device
- 4.4.2.15. Failure to follow the manufacturer's instructions or the instructions from Servify during the term of the Plan
- 4.4.2.16. Use of batteries, charger and/or accessories not approved by the manufacturer, incorrect electrical leads or connection
- 4.4.2.17. The cost of repairing, restoring or reconfiguring software
- 4.4.2.18. Any consequential or incidental defects arising from the use or loss of use of the Registered Device
- 4.4.2.19. If the Registered Device is sold by original buyer to other party
- 4.4.2.20. The Registered Device is not used in accordance with the manufacturer's guidelines for usage of the Registered Device including but not limited to regular maintenance & up keep of the Registered Device

## 5. Special Exclusions

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

- 5.1. Loss or defect due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device
- 5.2. Loss or defect due to mechanical or electrical break down or derangement, unless such loss is not accidental defect and which is covered within the Manufacturer's Warranty during the Plan Term of the Manufacturer's Warranty
- 5.3. Penalties for delay or detention or in connection with guarantees of performance or efficiency
- 5.4. Loss due to the Registered Device which gradually develops flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary
- 5.5. Loss due to deterioration or wearing away or wearing out of any part of the Registered Device that is caused due to or naturally resulting from its normal use or exposure
- 5.6. Servify and Samsung shall not be liable if:
  - 5.6.1. The Customer or 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 the Plan is purchased for the Registered Device after 365 calendar days from the date of purchase of the Registered Device
  - 5.6.2. Due to the inability of the Customer to submit any of the repair request processing and Device purchase documents required by Servify or its Servifys for processing the eligible repair request
- 5.7. The Plan shall also not cover a loss:
  - 5.7.1. Repair Request amount has exhausted the Benefits Value of the Registered Device
  - 5.7.2. In any action, suit or other proceeding where Servify or its underwriting Servify(s), alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, defect or liability is not covered by this Plan, the burden of proving that such loss, destruction, defect or liability is covered 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**

Instant activation: You do not need to activate the Plan. Your smartphone is automatically covered under the Plan from the Plan purchase date.

## **8. Service Request Process**

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

- 8.1. Immediately (not later than 7 Days from the time of the defect) inform Servify through the Samsung Consumer Web Portal , Samsung Call centre or Samsung Authorized service centre, detailing the defect, and any documentary evidence of the defect.
- 8.2. Submit all repair request related information/documents as mentioned in the Samsung Consumer Web Portal within seven (7) calendar days of raising the request or within the timelines as mentioned in the app or communicated to You by Servify
- 8.3. The request is accepted only if the Registered Device was not more than 365 calendar days old when this Plan was purchased, and the Registered Device was in perfect working condition at the time of purchase of the Plan.
- 8.4. Please note, you (Customer) will not handover the Registered Device for repairs at any service centre, including at any Samsung Authoriseds Service Center until confirmed by Servify. It is expressly stated that Servify or Samsung will not be held responsible for fulfilling any such requests where the Registered Device is handed over to a service center by you (Customer) before the approval from Servify; any liabilities arising out of such actions before the in-principal approval of the request from Servify will be solely handled by you at your own expense

## **9. Service Fulfillment 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 Samsung Consumer Web Portal once the approval is provided. You are required to wait until Servify confirms in writing via an email or through a voice call on your registered number or provides an update on the Samsung Consumer Web Portal about the status of the Repair Request and 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 Samsung Consumer Web Portal. The repaired device will be delivered to the address of initial pickup after completion of repair if PUDO service is availed.
- 9.2. If the Registered Device is replaced under this Plan, the original Device shall not be returned to the Customer and only the replacement product is your (Customer) property, and the benefits for the remaining period of the Plan shall expire after the replacement. Any such replacement will immediately terminate this Plan and neither Servify nor Samsung shall have any further obligations for the remainder of the term of this Plan. Due to technological advances, the replacement product may be of lower retail value than that of the original Product
- 9.3. 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, if requested
- 10.2. Provide information about the reasons and causes of the defect to the Registered Device
- 10.3. Provide identity proof if requested to verify Customer or User of the Device on which Plan is activated
- 10.4. Respond to requests for information, including but not limited to the serial number of the Registered Device, 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 defect and steps taken to avoid the defect
- 10.5. Follow instructions Servify or Authorised Servify Providers (ASPs) or Samsung gives you, including but not limited to refraining from sending Registered Device that is not subject to service as per the Plan and packing the Registered Device in accordance with shipping instructions
- 10.6. Make sure to backup software and data residing on the Registered Device. DURING THE FULFILLMENT OF SERVICE SERVIFY OR THE ASP MAY DELETE THE CONTENTS OF THE COVERED DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. Servify, or ASPs may return your Registered Device after the service event or provide a replacement unit as the Registered Device was originally configured, subject to applicable updates. Servify or the ASPs may install latest software updates as part of hardware service that may 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
- 10.7. Fill and submit the requested forms and the declaration as required for submitting a valid a repair request.

## **11. Cancellation And Refund**

There no cancellation allowed under this Plan

## **12. Transfer Of Plan**

- 12.1. The transfer of ownership of the Plan for the Registered Device from the Customer to another party will render the Plan & its benefits null and void
- 12.2. 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.

## **13. Limitation Of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAMSUNG, SERVIFY AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DEFECTS OR 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 SAMSUNG, SERVIFY AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE CURRENT MARKET VALUE OF THE REGISTERED DEVICE. SAMSUNG AND 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. General Terms**

- 14.1. 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
- 14.2. Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control
- 14.3. You are not required to perform preventative maintenance on the Registered Device to receive service under the Plan
- 14.4. 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

- 14.5. 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.
- 14.6. 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
- 14.7. 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 or Service at the support mediums provided such as [support@servify.tech](mailto:support@servify.tech)
- 14.8. 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/>
- 14.9. 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
- 14.10. Servify is not obligated to renew this Plan. If either Servify does offer a renewal, they will determine the price and terms
- 14.11. There is no informal dispute settlement process available under this Plan
- 14.12. 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
- 14.13. These terms and conditions shall be governed by and construed under the laws of India
- 14.14. These terms and conditions do not affect your statutory rights as a consumer

## **15. Support Contact Details:**

- 15.1 Samsung Customer Service Email ID: [support.careplus@samsung.com](mailto:support.careplus@samsung.com)
- 15.2 [15.2](#) Samsung Care+ Toll-Free Number : 1800 108 2222

**COMPREHENSIVE 2 YRS PROTECTION PLAN**  
**(ACCIDENTAL DAMAGE AND LIQUID DAMAGE ALONG WITH EXTENDED**  
**WARRANTY)**

**1. The Plan**

This Comprehensive Protection Plan (“Plan”) offered by Servify (Service Lee Technologies Pvt. Ltd.) governs the support process for smartphones accidental damages and for mechanical and electrical breakdown/defects to the extent provided by the manufacturer’s warranty for select smartphones sold by Samsung and its official channels in India in its original packaging.

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 an unboxed condition.

**2. Plan Term**

- 2.1. Benefits under the Accidental Damage Protection Plan begin when you (“Customer”, who is the User of the Device) purchase the Plan and ends on completion of 2 Year from date of purchase of the device.
- 2.2. Benefits under the Extended Warranty Plan begins from the next day after the expiry of the Manufacturer’s Warranty on the Device and ends on completion of 1 Year from the Plan start date (“Plan Term”)

**3. Plan Eligibility**

- 3.1. This Plan can be purchased only within 30 calendar days of the original purchase of the Device, and subject to the Device being in its perfect working condition
- 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 damage protection Plan and extended warranty is additional to the benefits provided by the manufacturer under Manufacturer’s Warranty
- 3.4. 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 an unboxed condition



#### 4. Plan Details

##### 4.1. “Registered” Device

The Device that was successfully registered under the Plan within 30 calendar days from the original purchase of the Device 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

4.3.1. For Accidental Damage Protection Plan, Maximum Benefits Value for each repair request is equivalent to the invoice value of the Registered Device at the time of submitting a Damage Repair Request for availing accidental damage protection. Limit is two (2) repair instance of your registered device or one (1) replacement of your registered device, subject to the maximum eligible Benefits Value at the time of submitting a request. If the repair charges are more than the Benefits Value, the Customer will have the option to bear the differential price for obtaining the repair as determined by the Authorised Service Provider (“ASP”) of Samsung. There is a Processing Fee charged during a repair event under Accidental Damage from Handling as mentioned below:

Device categorization	Processing fee (incl. tax)
S20, S20+, S20 Ultra, S10, S10+, S10e, Note10, Note 10 Plus	1599
S10 Lite, Note 10 Lite	1599
A70, A70s, A71, A80	1099
A30, A30s, A50, A50s, A51, M30, M30s, M31, M40	599
A10, A10s, A20, A20s, M10, M20	349

4.3.2. For Extended Warranty, 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.

#### **4.4. 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.

##### **4.4.1. Inclusions**

- 4.4.1.1. Suffers accidental physical damage and/or such damage that impairs the normal usage of the Registered Device
- 4.4.1.2. Fails to work because accidentally fluid has entered its internal circuitry, touch panel, sub-board or battery, resulting into stoppage of the Registered Device
- 4.4.1.3. Suffers damage due to:
  - 4.4.1.3.1. Acts of god perils, fire, lightening and explosion
  - 4.4.1.3.2. Damage during riot, strike & malicious damage
- 4.4.1.4. Any mechanical or, electrical breakdown/defects to the registered device to the extent provided by the Manufacturer's Warranty including the cost of parts and labor for the products manufactured in India or is legally imported in India & sold through official sales channels of Samsung and supported by an invoice & Manufacturer's Warranty/Guarantee.

##### **4.4.2. Exclusions**

- 4.4.2.1. If the Plan has been purchased after the allowable purchase window as defined by Samsung.
- 4.4.2.2. Any damages to the Registered Device prior to the Plan activation
- 4.4.2.3. Any damages reported within 7 days of activation of the Plan
- 4.4.2.4. Theft or loss of the smartphone
- 4.4.2.5. Any damage to the Registered Device:
  - 4.4.2.5.1. due to Intentional act or wilful neglect
  - 4.4.2.5.2. arising before or after Plan Term
  - 4.4.2.5.3. under mysterious circumstances including lost or stolen
  - 4.4.2.5.4. 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 Samsung
  - 4.4.2.5.5. due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device
- 4.4.2.6. Damage caused by:
  - 4.4.2.6.1. a product/accessory that is not the Registered Device

- 4.4.2.6.2. operating the Registered Device outside the permitted or intended uses described by manufacturer
- 4.4.2.6.3. service (including upgrades and expansions) performed by anyone who is not an Authorized Service Centre (“ASC”) or any failure/damage caused outside the Indian territory
- 4.4.2.7. Third-party products or their effects on or interactions with the Registered Device or the software
- 4.4.2.8. Consequential loss of any kind or description including wear & tear, manufacturing defects
- 4.4.2.9. Cosmetic damage to the Registered Device including but not limited to scratches, dents and broken plastic on ports
- 4.4.2.10. Registered Device that has been stolen

## **5. Special Exclusions**

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

- 5.1. Penalties for delay or detention or in connection with guarantees of performance or efficiency
- 5.2. Loss due to the Registered Device which gradually develops flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary
- 5.3. Servify and Samsung 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. the Plan is purchased for the Registered Device after 30 calendar days from the date of purchase of the Registered Device
  - 5.3.3. 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**

Instant activation: You do not need to activate the Plan. Your smartphone is automatically covered under the Plan from the Plan purchase date.

## **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 Samsung Consumer Web Portal , Samsung Call centre, Samsung Authorized service centre detailing the defect, and any documentary evidence of the defect. Answer a few questions on the incident. The process is completely paperless, so, no documents will be required.
- 8.2. Do note that the Accident Damage & Liquid Damage Protection Plan is available only if the Device has purchased the plan within 30 Days of Device purchase
- 8.3. Please note, you will not handover the Registered Device for repairs at any service centre, including at any Samsung Authorised 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 Samsung Consumer Portal 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 App or on the Samsung 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 Samsung Consumer Web Portal. 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 Authorised Service Center may return your Registered Device after the service event subject to applicable updates. Servify or the Authorised Service Center 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. Cancellation And Refund**

There is no cancellation allowed under this Plan

## **12. Limitation Of Liability**

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

### **13. Transfer Of Plan**

- 13.1. 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
- 13.2. 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.
- 13.3. It is the responsibility of the Customer to share the replaced Smartphone's IMEI and the replacement invoice issued by the ASC.

### **14. General Terms**

- 14.1. 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
- 14.2. Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control
- 14.3. You are not required to perform preventative maintenance on the Registered Device to receive service under the Plan
- 14.4. 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.
- 14.5. 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
- 14.6. 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
- 14.7. 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](mailto:support@servify.tech)

- 14.8. 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/>
- 14.9. 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
- 14.10. Servify is not obligated to renew this Plan. If either Servify does offer a renewal, they will determine the price and terms
- 14.11. There is no informal dispute settlement process available under this Plan
- 14.12. 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
- 14.13. These terms and conditions shall be governed by and construed under the laws of India
- 14.14. These terms and conditions do not affect your statutory rights as a consumer

## **15. Support Contact Details:**

- 15.1. Samsung Customer Service Email ID: [support.careplus@samsung.com](mailto:support.careplus@samsung.com)
- 15.2. Samsung Care+ Toll-Free Number : 1800 108 2222