

Customer Agreement for Samsung Galaxy Fold Premier Service ("Service")

1. The Samsung Galaxy Fold Premier Service ("Service") is organized by Samsung Malaysia Electronics (SME) Sdn. Bhd. (629186D) ("Samsung"). The terms and conditions of this Service and the Privacy Policy posted on this site will be construed as the Customer Agreement ("Agreement") of this Service on which Samsung offers you ("Customer").
2. This Agreement is entered between Customer and Samsung based on the following terms and conditions.
3. By participating in this Service, Customer fully and unconditionally agrees to and accepts the Terms and Conditions and Samsung's Privacy Policy.
4. This Agreement and Service shall be valid for the period of 12 months from the date of purchase of the Customer's Galaxy Fold with a Malaysia IMEI number from Samsung's Authorized Retailers ("Device"), unless otherwise stated. Customer shall be required to present a valid proof of purchase of the Device in order to use the Service.
5. The Service shall comprise the following:

5.1 24/7 Premium Careline

4.1.1 Customer may call 1800-88-7799, live chat via Samsung Members or samsung.com/my, 24 hours a day, 7 days a week, to request for assistance or make any enquiries relating to the Device.

5.2 One-Time Inner Screen Replacement or Repair within Twelve (12) months of from date of purchase

5.2.1 For every unit of Galaxy Fold, Customer is entitled to a one-time inner screen replacement or repair within 12 months from the date of purchase. To be entitled for the inner screen replacement, please register your device following the below steps.

Step 1: Log-In to Samsung Members	Activate and log-in to Samsung Members. Tap on the benefit banner. Fill in the required information to be entitled to the Screen Crack Protection.
Step 2: Entitlement of the One-time Screen Crack Protection	Once complete, e-Certificate of the one-time Screen Crack Protection will be emailed or sent to Customer within 14 days from date of registration.

5.2.2 Customer may, within the first 12 months from the date of purchase of the Device, request from Samsung a one-time inner screen replacement or repair for any defect to the Infinity Flex screen that are assessed by Samsung Authorized Service Center. Such replacement must be done within the 12 months from the Device purchased date. For the avoidance of doubt, a “functional failure” shall exclude:

- (a) Any damage to the exterior screen of the Device;
- (b) Cosmetic damage to outer surface/finishing and external parts of the Device, including without limitation cracks, dents or scratches on the exterior casing, screen, camera lens, buttons and other attachments; and
- (c) Deterioration of the Device due to normal wear and tear, including without limitation rust or stains on the screen.

5.2.3 A deductible amount of RM600 (inclusive of 6% SST) is payable by Customer for the screen replacement or repair. Such payment shall be made upfront before Samsung proceeds with screen replacement or repair. Where Customer opts for door-to-door delivery service, Service Center’s Personnel will arrange the payment method with customer after repair.

5.2.4 Customer may utilize the free door-to-door delivery service or proceed to any of these Authorized Samsung Customer Service Centers for Samsung’s assessment on whether the Infinity Flex screen is eligible for replacement or repair under this Clause 5.2.

No	State	Region	Branch	Address	Operation Time
1	Kuala Lumpur	Central	Plaza Lowyat	Lot 4-28, 4th Floor, Plaza Lowyat, No.7 Jalan Bintang, Off Jln Bukit Bintang, 55100 Kuala Lumpur.	Mon-Sun: 10am-8pm
2	Kuala Lumpur	Central	Pandan Kapital Shopping Complex	L2/23D, Ground Floor, Pandan Kapital Shopping Complex, Persiaran MPAJ, Jalan Pandan Utama, Pandan Indah 55100, Kuala Lumpur.	Mon-Sat: 10.30am-8.00pm Sun: Closed
3	Selangor	Central	Wisma Bentley Music	Level 2.02, Wisma Bentley Music, No.3, Jalan PJU 6/2, Mutiara Damansara, 47810 Petaling Jaya, Selangor.	Mon-Sat: 10am-7pm Sun & PH: Closed
4	Selangor	Central	Sunway Pyramid Shopping Mall	Lot F1.27, Sunway Pyramid Shopping Mall, No 3, Jalan PJS 11/15, Bandar Sunway, 46150, Petaling Jaya, Selangor.	Mon-Sun: 10am-10pm
5	Pulau Pinang	Northern	Sunway Carnival Mall	LG-15, Sunway Carnival Mall, 3068, Jalan Todak, Pusat Bandar Seberang Jaya, 13700 Seberang Perai, Pulau Pinang.	Mon-Sun: 9.45am-9.45pm
6	Johor	Southern	Molek Square	No. 27 & 29, Jalan Molek 1/5A, Taman Molek (Molek Square), 81100 Johor Bahru, Johor.	Mon-Fri: 9am-6pm Sat: 9am-1pm Sun & PH: Closed

(i) Samsung reserves the right to amend the applicable locations from time to time.

(ii) Customer may call 1800-88-7799 to inquire on the current list of applicable locations.

5.2.5 Prior to collecting the Device from the Customer for screen replacement or repair:

(a) The Service Center Personnel will verify that the person requesting for screen replacement or repair is the same person that is enrolled with the Service;

(b) Customer must agree in writing to Samsung's standard repair service terms and conditions;

(c) Customer must execute Samsung's standard waiver of data loss during service; and

(d) Customer shall ensure that all data in the Device has been fully backed up prior to service. Customer shall also remove the SIM Card (if any) from the Device prior to handing the Device over to Samsung

5.2.6 In the event that Customer has affixed any on-screen accessories on the Device, including any screen protector, Customer agrees that Samsung shall not be responsible for any damage or loss of such accessories.

5.3 Free Onsite Pick-up and Delivery for Service Support

5.3.1 Customer may, within the first 12 months from the date of purchase of the Device, request Samsung to provide pick-up and delivery for service support for the Device. Each pick-up or delivery service includes pick-up of the Device from Customer for the Device to be sent for service support, and delivery of the Device back to Customer after service support is completed.

5.3.2 The free pick-up and delivery for service support will be provided based on the following terms:

(a) Free pick-up and delivery service is unlimited.

(b) Customer shall call Samsung Careline 1800-88-7799 for the free pick-up and delivery service arrangement.

(c) Pick-up and delivery locations must be within Malaysia, with the exclusion of areas that are remote or restricted zones.

- (d) The pick-up and delivery service shall be performed during the operation hours of Samsung Authorized Service Center. The list of Samsung Authorized Service Center(s) are as follow:

No	State	Region	Branch	Address	Operation Time
1	Kuala Lumpur	Central	Plaza Lowyat	Lot 4-28, 4th Floor, Plaza Lowyat, No.7 Jalan Bintang, Off Jln Bukit Bintang, 55100 Kuala Lumpur.	Mon-Sun: 10am-8pm
2	Kuala Lumpur	Central	Pandan Kapital Shopping Complex	L2/23D, Ground Floor, Pandan Kapital Shopping Complex, Persiaran MPAJ, Jalan Pandan Utama, Pandan Indah 55100, Kuala Lumpur.	Mon-Sat: 10.30am-8.00pm Sun: Closed
3	Selangor	Central	Wisma Bentley Music	Level 2.02, Wisma Bentley Music, No.3, Jalan PJU 6/2, Mutiara Damansara, 47810 Petaling Jaya, Selangor.	Mon-Sat: 10am-7pm Sun & PH: Closed
4	Selangor	Central	Sunway Pyramid Shopping Mall	Lot F1.27, Sunway Pyramid Shopping Mall, No 3, Jalan PJS 11/15, Bandar Sunway, 46150, Petaling Jaya, Selangor.	Mon-Sun: 10am-10pm
5	Pulau Pinang	Northern	Sunway Carnival Mall	LG-15, Sunway Carnival Mall, 3068, Jalan Todak, Pusat Bandar Seberang Jaya, 13700 Seberang Perai, Pulau Pinang.	Mon-Sun: 9.45am-9.45pm
6	Johor	Southern	Molek Square	No. 27 & 29, Jalan Molek 1/5A, Taman Molek (Molek Square), 81100 Johor Bahru, Johor.	Mon-Fri: 9am-6pm Sat: 9am-1pm Sun & PH: Closed

- (e) Samsung reserves the rights to amend the pick-up and/or delivery locations without prior notice.
- (f) The decision on suitability of pick up and/or delivery location is at Samsung's discretion.
- (g) For avoidance of doubt, the pick-up and/or delivery service is not inclusive of service support. Service support for in- warranty Devices will be provided in accordance with Samsung warranty terms. The costs of parts and labor for Devices that are not eligible for in warranty service (ie service falls outside Samsung's product warranty) are chargeable at Samsung's out of warranty rates.

5.3.3 Prior to the Pick-Up of Device by Samsung Service Center Personnel:

- (a) Customer shall call Samsung Careline 1800-88-7799 for the free pick-up and delivery service. The Call Center will check the door-to-door service coverage availability. If yes, the Service Center will call Customer to arrange for pick-up and delivery. If no, Call Center will direct Customer to the nearest Service Center.
- (b) Dispatch will collect the Device from Customer according to the agreed arrangement and schedule.

- (c) The Service Center Personnel will verify that the Customer requesting for free pick-up and delivery service is the same person that is enrolled with the Service;
- (d) The Service Center Personnel will inspect the Device to identify the eligibility for service support, for example that the Device has not been tampered with or subject to unauthorized repair, the Device has not been rooted and there is no physical damage or liquid damage;
- (e) Customer must agree and perform Samsung's standard waiver of data loss when the service is being performed; and
- (f) Customer shall ensure that all the data in the Device has been fully backed up prior to the repair service to avoid any data loss during the repair process. Customer shall also remove the SIM card (if any) from the Device prior to handling the Device over to Service Center Personnel.

5.3.4 Upon Completion of Service Support:

- (a) The Service Center Personnel will inform Customer on the completion of service support, and to arrange for delivery of the Device back to Customer. The Service Center Personnel will also arrange for the repair payment method with the Customer.
- (b) If Customer desire to appoint a proxy to collect on behalf of the Customer, a Letter of Authorization is required for verification purposes.
- (c) Upon receipt of the Device, Customer or the proxy on behalf of Customer must sign a job-completion form to acknowledge that the Customer has received the Device with satisfactory service support provided.
- (d) Any subsequent issues arising from the same fault after that will be treated as a new or separate case.

For avoidance of doubt, the Device shall be deemed duly returned to the Customer when the job completion form is signed by the Customer or the proxy.

5.4 Priority Express Counter

- 5.4.1 Customer may call the Samsung Careline 1800-88-7799 to check out the nearest Service Center and book an appointment prior to visit our dedicated support staff to avoid the long waiting time.

5.4.2 Galaxy Fold Customers will get the priority to be serviced first at the Service Center.

6. Customer Service Request

6.1 Customer may request for Device service request under the Galaxy Fold Premier Service by contacting Samsung Careline 1800-88-7799.

7. Customer's Covenants

- 7.1 In connection to this Service, Customer will not use this Service:
- 7.2 To submit fraudulent order, false, inaccurate, misleading, defamatory, or libelous information;
- 7.3 To export the unit purchased except in compliance with the export control laws of relevant jurisdictions and in accordance with posted rules and restrictions.
- 7.4 In the event Samsung suspects or discovers that the Customer is abusing this Service and/or Samsung in any of the ways mentioned above or otherwise, Samsung may, at our sole discretion:
- a) Take necessary steps to prevent and mitigate such abuse such as limiting, suspending, or terminating the Customer's eligibility for the Service and access to this Service; or
 - b) Delaying or removing hosted content, removing any special status associated with Customer account(s), reducing or eliminating any discounts, and taking technical and/or legal steps to prevent Customer from using the Service.

8. Limitation of Liability

- 8.1 Samsung uses its reasonable effort to keep its site safe, secure, and functioning properly, but SAMSUNG does not guarantee the continuous operation of or access to this site.
- 8.2 Customer agrees that he/she is making use of this site at his/her own risk, and that it is being provided to Customer on an "AS IS" and "AS AVAILABLE" basis.
- 8.3. To the extent permitted by applicable law, Samsung shall not be in any way liable for any consequential, incidental, indirect, special or similar damages whatsoever arising from or in connection with the use, inability to use or performance of the Service, including without limitation loss of revenue, loss of profits, loss of opportunity, loss of business, loss of goodwill, loss of reputation, loss of the use of the Service or Device, costs of substitute equipment, loss due to downtime cost, costs of recovering, reprogramming or reproducing any program or data stored in or used with a system containing the Service or Device or loss or damage, corruption or compromise of data, whether due to

breach of warranty, strict liability, product liability, the negligence of Samsung, or otherwise, even if Samsung is aware of the possibility of such damages.

- 8.4. Customer shall assume full responsibility in case of any accident, damage or claim resulting from participating in this Service.
- 8.5. Customer shall be deemed to be able to perform legally binding contract upon his/her submission of personal details and there shall not be any refund or costs whatsoever arising from his/her violation of the minimum age stated herein.
- 8.6. Warranty of the Samsung Galaxy Fold is subject to standard product warranty coverage as per terms and conditions stated in the official corporate website at <http://www.samsung.com/my/support/warranty>. Customer is advised to check the website from time to time and stay informed for any changes on the terms and conditions of the warranty.
- 8.7. All transportation, personal costs and/or any other costs, fees and/or related expenses arising out of the collection of the phone are the Customer's sole responsibility, otherwise stated.

9. Indemnity

- 9.1 Customer will fully indemnify and hold SAMSUNG (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by himself/herself or any third party due to or arising out of his/her breach of these Terms and Conditions, improper use of the site or breach of any law or the rights of a third party.

10. Privacy

- 10.1 By providing Customer's personal data, Customer is indicating that he/she has read, understood and agreed that his/her personal data will be recorded, stored or otherwise processed in accordance to Samsung's Privacy Policy available at <http://www.samsung.com/my/info/privacy.html>.

11. General

- 11.1 Any applicable service fee, once paid is not refundable, even if no claims under the Service have been made by the Customer or if the Customer has not consumed all of the Service.
- 11.2 The Service is personal to the registered Customer and Device is not transferable to another person or device.

- 11.3 Samsung shall not be liable for any loss, destruction or corruption of data during the data transfer. Customer shall ensure that all data is fully backed up prior to any data transfer. Customer must execute Samsung's standard waiver of data loss during data transfer.
- 11.4 In the event Customer have queries with regard to the Service; please call Samsung Careline at 1-800-88-7799 for clarification.
- 11.5 SAMSUNG reserves the right to make amendments to the Terms and Conditions of the Service herein without prior notice.
- 11.6 All pictures and/or images of the Device or Service found in any advertising and marketing materials are for illustration purposes only and may be different from the actual products and services provided.
- 11.7 Samsung reserves the right to disqualify any submissions for One-time Inner Screen Replacement or Repair redemption in the event of violation of any of the Terms and Conditions.
- 11.8 In case of any dispute, SAMSUNG reserves the right to make the final decision and shall have the right to cancel, disqualify the order or forfeit the eligibility of Customer necessarily.
- 11.9 By accepting this Service, Customer agrees to grant Samsung and their respective parent companies, subsidiaries, affiliates, licensees, directors, officers, agents, independent contractors and advertising/promotion agencies the use of his/her full details submitted through the Service, without further compensation, unless prohibited by law.
- 11.10 In the event of inconsistencies between the terms and conditions found elsewhere with regard to this Service (if any) and the Terms and Conditions herein, the latter shall prevail.
- 11.11 These Terms and Conditions herein shall be governed by the laws of Malaysia and the jurisdiction of the courts of Malaysia.