

**Important – please read carefully**

This Customer Agreement (“**Agreement**”) constitutes a legally binding contract between Samsung Asia Pte Ltd (“**Samsung**”) and you (“**You**”) and governs Your use of the Samsung Galaxy Fold Premier Service (“**Service**”).

By using the Service, You agree to the terms of this Agreement. If You do not agree to these terms and conditions, please do not use the Service.

**Customer Agreement for Samsung Galaxy Fold Premier Service**

1. This Customer Agreement (“**Agreement**”) for Samsung Galaxy Fold Premier Service (“**Service**”) is entered into between you (“**Customer**”) and Samsung Asia Pte Ltd (“**Samsung**”) based on the following terms and conditions.
2. This Agreement and the Service shall be valid for the period of 12 months from the date of purchase of the Customer’s Galaxy Fold with a Singapore IMEI number from Samsung’s authorised retailers (the “**Device**”), unless otherwise stated. Customer shall be required to present a valid proof of purchase of the Device in order to use the Service.
3. The Service shall comprise the following:
  - 3.1 **24/7 Concierge**
    - 3.1.1 Customer may call 1800-GALAXYS (4252997), or chat via Samsung Members, 24 hours a day, 7 days a week, to request for assistance or make any enquiries relating to the Device.
  - 3.2 **Screen Replacement or Repair within 12 months with deductible of SGD200 (One-Time)**
    - 3.2.1 Customer may, within the first 12 months from the date of purchase of the Device, request from Samsung a one-time screen replacement or repair for any defects to the Infinity Flex screen that are assessed by Samsung to be a functional failure due to mechanical damage of the Device. 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.
    - 3.2.2 A deductible amount of SGD200 (inclusive of GST) 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, payment shall be made to Samsung personnel when the Device is collected from the Customer.

3.2.3 Customer may utilise the free door-to-door delivery service or proceed to any of these Samsung Customer Service Centers for Samsung's assessment on whether the Infinity Flex screen is eligible for replacement or repair under this Clause 3.2:

- (a) Westgate (3 Gateway Drive #02-01 Singapore 608532); and
- (b) VivoCity (1 Harbourfront Walk #02-28/29, Singapore 098585).

Samsung reserves the right to amend the applicable locations from time to time.

Please call 1800-GALAXYS (4252997) to inquire on the current list of applicable locations.

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

- (a) the technician 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;
- (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; and
- (e) Customer shall perform a factory reset on the Device, log out from Samsung Account and turn off "Find my Mobile" service (<https://findmymobile.samsung.com/login.do>).

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

### 3.3 **Free Door-to-Door Delivery for Service Support within 12 months (2 Free Requests)**

3.3.1 Customer may, within the first 12 months from the date of purchase of the Device, request Samsung to provide free door-to-door delivery for service support for the Device. Each door-to-door delivery 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.

3.3.2 The free door-to-door delivery for service support will be provided based on the following terms:

- (a) Free door-to-door delivery service is only available for 2 service support requests in total.

- (b) Customer shall call 1800- GALAXYS (4252997) to make an appointment and to determine if Customer is eligible for the free door-to-door delivery service.
  - (c) Pick-up and delivery locations must be within mainland Singapore, with the exclusion of areas that are remote or restricted zones, or places that require security pass/ clearance, such as: Pulau Ubin, Jurong Island, military camps, prisons, Alps Avenue, Changi Cargo Complex, ferry terminals, Airport Link, Tuas View Extension etc. Pick-up and/or delivery locations in Sentosa will be subject to an additional charge as informed by Samsung. Without prejudice to the foregoing, the decision on suitability of pick-up and/or delivery locations is at Samsung's sole discretion.
  - (d) The free door-to-door delivery service shall be performed during the hours of 11.00am ~ 6.00pm on Mondays to Saturdays (excluding Public Holidays), and during the hours of 11.00am to 3.00pm on Sundays. For Mondays to Saturdays, requests for pick-up or delivery must be made before 3.00pm for the appointment to be arranged on the same day. For Sundays, requests for pick-up or delivery must be made at least one day in advance.
  - (e) Samsung shall treat the free door-to-door delivery service as redeemed for 1 request each time Customer:
    - (i) fails to cancel or postpone the pick-up or delivery time at least 2 hours prior to the appointed time, or
    - (ii) misses the pick-up or delivery at the appointed time.
- 3.3.3 Subsequent door-to-door delivery services (after the 2 free requests) will be chargeable at the rate as notified by Samsung to Customer at the time of booking of appointment, which can be arranged by calling 1800- GALAXYS (4252997).
- 3.3.4 For the avoidance of doubt, the free door-to-door delivery service is not inclusive of service support. Service support for in-warranty Devices will be provided in accordance with Samsung's warranty terms. The terms of Samsung's product warranty are found at <http://www.samsung.com/sg/support/warranty/>. The costs of parts and labour for Devices that are not eligible for in-warranty service (i.e., service falls outside of Samsung's product warranty) are chargeable at Samsung's out-of-warranty rates. For out-of-warranty Devices, an evaluation fee to be informed by Samsung will be payable upfront at the point of collection of the Device from Customer. After evaluation by Samsung, a quotation of the costs of out-of-warranty service will be provided to Customer, and such costs must be agreed to by Customer prior to commencement of service support. Customer shall pay the costs of the out-of-warranty service directly to Samsung personnel upon receipt of the Device after service support has been completed.
- 3.3.5 Pick-up formalities: Prior to collecting the Device from the Customer:

- (a) the technician will verify that the person requesting for the door-to-door delivery service is the same person that is enrolled with the Service;
- (b) Samsung personnel will inspect the Device to determine that it is eligible 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;
- (c) Customer must agree in writing to Samsung's standard repair service terms and conditions; and
- (d) Customer must execute Samsung's standard waiver of data loss during service. 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.

3.3.6 Delivery formalities: Upon completion of the service support:

- (a) Samsung personnel will inform the Customer of such completion, and Customer will have to arrange an appointment for delivery of the Device back to Customer. If Customer requires a proxy to collect the Device on his/her behalf, a photocopy of Customer's identity card/ passport, an authorisation letter stating Customer's authorisation for the proxy to collect the Device on his/her behalf and duly signed by Customer, and the proxy's identity card/ passport, must be presented by the proxy for verification purposes; and
- (b) Upon receipt of the Device, Customer or proxy (as the case may be) must sign on the job sheet to acknowledge that:
  - (i) Customer or proxy (as the case may be) has duly received the Device;
  - (ii) the service has been performed to Customer's satisfaction and is complete; and
  - (ii) any subsequent issues arising from the same fault will be treated as a new case, and any door-to-door delivery service requested for will be a separate request.

The Product shall be deemed duly returned to Customer when the original job sheet is signed upon receipt by Customer or Proxy.

3.4 **1-to-1 Device Exchange within 30 days**

- 3.4.1 The Customer may, within the first 30 days from the date of purchase of his/her Galaxy Fold device (the "**Device**"), request from Samsung a 1-to-1 exchange of the Device for any defects that are assessed by Samsung to be a functional failure due to mechanical or electrical damage of the Device (such as hardware failure or malfunction). For the avoidance of doubt, a "**functional failure**" includes No Power, Hang, Auto Off, No Display, No Vibration, Faulty Charging, Faulty LCD panel, Faulty Touch Screen, Faulty Mech Key, Faulty S. Pen, Faulty Sim Card Recognition, Faulty Sim Tray, Faulty LED Light, Faulty Back Light,

Faulty Sound, Faulty Microphone, Faulty Sensors, Faulty Bluetooth®, Faulty Wi-Fi®, and Faulty Camera, but shall exclude:

- (a) Missing accessories or external parts 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;
- (c) Deterioration of the Device due to normal wear and tear, including without limitation rust or stains; and
- (d) General maintenance, password reset assistance, routine servicing and cleaning, updating/upgrading of software, installation of software or applications, product demonstration, or any other service other than repair.

3.4.2 Customer may utilise the free door-to-door delivery service or effect the exchange (where assessed to be eligible by Samsung) at any of these Samsung Customer Service Centers:

- (a) Westgate (3 Gateway Drive #02-01 Singapore 608532); and
- (b) VivoCity (1 Harbourfront Walk #02-28/29, Singapore 098585).

Samsung reserves the right to amend the exchange locations from time to time.

Please call 1800-GALAXYS (4252997) to inquire on the current list of exchange locations.

3.4.3 Exchange units are provided on a "while stocks last" basis, and Samsung reserves the right to exchange the Device for a new device of similar colour or specification.

3.4.4 Customer shall:

- (a) log out from Samsung Account and turn off "Find my Mobile" service (<https://findmymobile.samsung.com/login.do>);
- (b) perform a factory reset on the Device;
- (c) remove the SIM Card (if any) from the Device; and
- (d) transfer ownership and title of the Device to Samsung.

### 3.5 **Hassle-free Data Transfer**

3.5.1 Customer may, within the first 12 months from the date of purchase of the Device, request from Samsung for assistance to transfer data using Samsung Smart Switch, directly or indirectly through a device such as a PC:

- (a) from Customer's existing mobile device to the Samsung Device;

- (b) from the Customer's current Device to a replacement Device or to a new registered Device.

For more details on Smart Switch, please refer to <http://www.samsung.com/sg/support/smarts witch/>.

- 3.5.2 Customer may utilise the Hassle-free Data Transfer service at any Samsung Customer Service Center.
- 3.5.3 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 data transfer. Prior to performing the data transfer service, Customer must execute Samsung's standard waiver of data loss during data transfer.

### 3.6 **Diagnostic Device Check**

- 3.6.1 Customer may, within the first 12 months from the date of purchase of the Device, request from Samsung assistance to perform a Diagnostic Device Check on the Device.
- 3.6.2 Customer may utilize the Diagnostic Device Check service via the free door-to-door delivery service or visit any Samsung Customer Service Center.
- 3.6.3 Diagnostic Device Check formalities: Prior to performing the Diagnostic Device Check, Samsung's technician will:
  - (a) verify that the person requesting Diagnostic Device Check is the same person that is enrolled with the Service;
  - (b) require the Customer to agree in writing to Samsung's Diagnostic Device Check's terms and conditions; and
  - (c) require the Customer to execute Samsung's standard waiver of data loss during Diagnostic Device check. Customer shall ensure that all data in the Device has been fully backed up prior to the Diagnostic Device Check. Customer shall also remove the SIM Card (if any) from the Device prior to handing the Device over to Samsung.
- 3.6.4 Upon completion of the diagnostic check, there may be recommendations from Samsung's technicians for Customer to do a repair on the Device, and Customer can decide whether to proceed with the recommended repair. Service support for in-warranty Devices will be provided in accordance with Samsung's warranty terms. The terms of Samsung's product warranty are found at <http://www.samsung.com/sg/support/warranty/>. The costs of parts and labour for Devices that are not eligible for in-warranty service (i.e., service falls outside of Samsung's product warranty) are chargeable at Samsung's out-of-warranty rates. Costs of out-of-warranty service must be agreed to by Customer prior to commencement of service support. Customer shall pay the cost of the out-of-warranty service directly to the technician at the Samsung Customer Service Center or, if Customer has opted for door-to-door delivery service, to Samsung personnel at the point of receipt of the Device after service support has been completed.

3.7 **1-to-1 In-box Accessories Exchange**

3.7.1 Customer may, within the first 12 months from the date of purchase of the Device, request from Samsung for a 1-to-1 exchange of the In-box Accessories that:

- (a) are eligible for 1-to-1 exchange as determined by Samsung in its sole discretion; and
- (b) contain defect(s) as per assessed by Samsung to be a functional failure due to mechanical or electrical damage of the In-Box Accessories (such as hardware failure or malfunction), but such defect(s) shall exclude:
  - (i) Cosmetic damage to outer surface/finishing and external parts of the In-Box Accessories, including without limitation cracks, dents or scratches on the exterior of the In-box Accessories;
  - (ii) Deterioration of the In-box Accessories due to normal wear and tear, including without limitation rust or stains; and
  - (iii) General maintenance, routine servicing and cleaning, product demonstration, or any other service other than exchange.

3.7.2 Customer may utilise the free door-to-door delivery service or effect the exchange (where assessed to be eligible by Samsung) at any of these Samsung Customer Service Centers:

- (a) Westgate (3 Gateway Drive #02-01 Singapore 608532); and
- (b) VivoCity (1 Harbourfront Walk #02-28/29, Singapore 098585).

Samsung reserves the right to amend the exchange locations from time to time.

Please call 1800-GALAXYS (4252997) to inquire on the current list of exchange locations and In-Box Accessories that are eligible for 1-to-1 exchange under this service.

3.7.3 Exchange units are provided on a "while stocks last" basis, and Samsung reserves the right to exchange the In-box Accessories of similar colour or specification.

4. **Service Request**

4.1 To make a service request under Galaxy Fold Premier Service, please contact Samsung at 1800- GALAXYS (4252997).

5. **Miscellaneous**

5.1 The Service is provided alongside Samsung's standard product warranty terms and conditions. The terms of Samsung's product warranty can be found at <http://www.samsung.com/sg/support/warranty/>.

Last updated: 18 September 2019

- 5.2 Any applicable Service fee, once paid, is not refundable, even if no claims under the Service have been made by Customer, or if the Customer has not consumed all of the Service.
- 5.3 The Service is personal to the Customer and Device and is not transferable to another person or device. Customer may transfer the Service from the Device to another Samsung device ("**Replacement Device**") due to an exchange under this Agreement or by Samsung under the manufacturer's warranty, provided always that the Replacement Device is the same model as the Device.
- 5.4 To the fullest extent permitted by 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, failure to realize savings or other benefits, loss of use of the Service or the Device, loss of or damage to other property due to the malfunction of the 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 the Device, or loss, 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. Samsung does not exclude or limit liability for personal injury or death resulting from the respective negligence of Samsung.
- 5.5 Samsung may immediately terminate the Service if:
  - 5.5.1 Customer has breached this Agreement;
  - 5.5.2 Customer has abused the Service or has used the Service in a manner that is fraudulent, illegal or related to any criminal activity; or
  - 5.5.3 Customer has provided Samsung with incorrect or false information.
- 5.6 As a prerequisite to enrolling and using these Services, Customer consents to Samsung collecting Customer's personal data to enable Samsung to provide the Service to Customer and for analytical / statistical purposes, and such other purposes with Customer's consent. Samsung's use of Customer's personal data is governed by Samsung's Privacy Policy (<http://www.samsung.com/sg/info/privacy.html>).
- 5.7 This Agreement may be updated periodically at Samsung's sole discretion. We will indicate at the top of this Agreement when it has been most recently updated.