

## Samsung Care+ Premium (SC+ Premium) Service Plan Terms and Conditions

### 1. Recitals

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

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

**THIS SERVICE CONTRACT IS APPLICABLE TO COVERED DEVICES PURCHASED OR RECEIVED ON CONTRACT AS FROM 1 AUGUST 2020.**

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

### 2. Service Contract Administrator

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

### 3. The Premium Service Contract ("Premium Plan")

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

### 4. Registration Period

If You **do not** register for the Premium Plan at the time of purchase of the Plan Device, You will still enjoy a 30 day registration period in which You may register Your Plan Device for the SC+ Premium benefit. If during this 30 day period You do not register for the Premium Plan, then You will not be eligible for the SC+ Premium benefit.

### 5. Plan Term

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

<b>Plan Term</b>	<b>Maximum Number of Repairs</b>
12 Months	1
24 Months	2
36 Months	2

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

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

The Premium Plan must be purchased within the first 30 days from date of purchase of Your Plan Device or in the event that You receive Your Plan Device by way of contract with a network operator, You must apply within the first 30 days from the date of commencement of the contract.

The Premium Service Plan begins retroactively from the date of purchase of Your Plan Device or date of commencement of Your contract (“Commencement Date”) and continues for the duration of the Plan Term.

Your Plan Confirmation will be sent to You via email. The terms of this Premium Plan, the original sales receipt for Your Premium Plan and the Plan Confirmation are each part of Your Premium Service Contract. A separate Premium Plan must be purchased for each Plan Device.

7. What is covered

- o Samsung Care+ Premium (SC+ Premium)

If during the Plan Term You notify Samsung that the Plan Device has suffered accidental damage from handling caused by an unexpected and unintentional external event (e.g. device drop) that arises during Your normal daily usage of the Plan Device (“Accidental Damage”), Samsung will, subject to the payment of the Repair Fee, repair the damaged Plan Device and will replace the battery with every valid screen repair (a battery replacement will only be done in the event of a screen repair), using new and original Samsung parts (known as a “Repair”). Samsung’s obligations to You in terms of this Premium Service Contract will expire or will be entirely fulfilled before the end of the Plan Term when Samsung has provided to You the maximum number of repairs on your selected Plan Term as set forth in the table in clause 5 above. Repairs and battery replacements only applies to an operational or mechanical failure

caused by Accidental Damage. Repairs do not include operational or mechanical failure due to normal wear and tear, theft, misplacement, reckless, abusive, wilful or intentional conduct associated with handling and use of the Plan Device, and any other act not covered by the Premium Plan.

- o Covered Plan Devices:

Galaxy Z Series	Galaxy Z Flip, Z Fold 2
Galaxy Note Series	Note 20 Ultra, Note 20, Note 10+, Note 10, Note 10 Lite, Note 9 and Note 8
Galaxy S Series	S20 Ultra, S20+, S20, S20 FE, S10+, S10, S10e, S9+, S9, S8+, S8
Galaxy A Series	A80, A71, A70, A51, A50, A31, A30s, A30, A21s, A20, A11, A10s, A10, A01, J4 Core, A2 Core, A3 Core

#### 8. Repair Fee

- o **In addition to the Premium Service Plan Fee, You will pay a further Repair Fee in the following sum for each Accidental Damage repair claim, in respect of the following Plan Device models:**

Repair Fee	Plan Device Model
R1999	Galaxy Z Flip, Z Fold 2
R999	Note 20 Ultra, Note 20, Note 10+, Note 10, Note 9, Note 8, S20 Ultra, S20+, S20, S20 FE, S10+, S10, S10e, S9+, S9, S8+, S8
R749	Note 10 Lite, A80, A71, A70, A51, A50
R499	A31, A30s, A30, A21s, A20, A11, A10s, A10, A01, J4 Core, A2 Core, A3 Core

- o You may be asked to provide a detailed explanation of where and when the Accidental Damage occurred. A Repair will be denied if You fail to pay the Repair Fee and/or the Premium Service Plan Fee or fail to provide information relating to the Accidental Damage when asked.
- o You have 30 days from the date that You hand in Your Plan Device to be repaired, to pay the Repair Fee. If the Repair Fee is not paid within this 30 day period Your Accidental Damage repair claim will be forfeited.

## 9. Service Plan Fee

Means the once off fee paid upfront by You (the amounts of which are set out on the Samsung website) in exchange for the services provided under this Service Contract.

## 10. What devices are not covered

Samsung Care+ Premium (SC+ Premium) repairs are restricted to Plan Devices purchased from Samsung or any authorized sales distributor.

Plan Devices purchased second hand, from countries outside of South African borders, or Plan Devices with SKU numbers other than XFA, XFV or AFA (being non-counterfeit Plan Devices purchased locally or imported from another country outside of South Africa), are not eligible for SC+ Premium.

## 11. Premium Plan exclusions:

- The Premium Plan does not apply to installation, removal or disposal of the Plan Device, or providing substitute devices while the Plan Device is being serviced.
- The Premium Plan does not include or make any provision for a loan device whilst the Plan Device is being assessed or repaired.
- The Premium Plan does not apply to damage caused to a device that is not the Plan Device.
- This Premium Plan does not cover abuse or misuse of the Plan Device.
- This Premium Plan does not cover damages caused to the Plan Device by fire, earthquake or other external causes of damage.
- This Premium Plan does not cover operating the Plan Device outside the permitted or intended uses described by the manufacturer.
- The Premium Plan does not apply to a Plan Device with a serial number that has been altered, defaced or removed, or a Plan Device has been modified to alter its functionality or capability without the written permission of the manufacturer.
- The Premium Plan does not apply to a Plan Device that is lost or stolen.
- The Premium Plan does not apply to cosmetic damage to the Plan Device, including but not limited to scratches and dents that does not otherwise prevent the functionality of the Plan Device.
- The Premium Plan does not provide preventative or other maintenance on the Plan Device.
- The Premium Plan does not apply to defects and/ or damage caused by normal wear and tear or which are due to normal aging of the Plan Device.
- The Premium Plan does not apply to the battery performance of the Plan Device but the battery will be replaced if the screen is replaced.
- Any claim for Repair under this Premium Plan is subject to an internal validity assessment at an Authorised Samsung Service Centre.

## 12. Delays and consequential loss

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

## 13. Technical Support

The Premium Plan does not include Technical Support.

## 14. How to obtain Repair Support

To obtain this SC+ Premium Repair Support, You can contact the Samsung Customer Care on (0860 726 7864) and/or deliver the Plan Device to a Samsung Authorized Service Centre (to find the nearest ASC refer to <https://www.samsung.com/za/support/service-centre/>). You need to keep Your Plan Confirmation document and the original sales receipt for Your Plan Device or copy of Your contract concluded with the network operator, as such documentation will be required if there is any question as to Your eligibility for Repairs.

## 15. Your Responsibilities

To receive support under the Premium Plan, You agree to comply with each of the terms listed below:

- You will provide Your Plan Confirmation document and a copy of Your Plan Device's original proof of purchase or copy of Your contract concluded with the network operator, if requested.
- You will provide information about the Accidental Damage event involving the Plan Device.
- You will respond to all requests for information, including but not limited to the Plan Device's serial number and model.
- You will follow the instructions Your Administrator gives You, including but not limited to refraining from booking in products and accessories at the Samsung ASC Authorised Service Centre under this Premium Plan that are not subject to a Repair. Your Repair Fee must be paid within 30 days of Your Plan Device repair submission to the repair centre or Your right to receive Repairs will lapse.

## 16. Ineligible for repairs

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

## 17. Limitation of Liability

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

## 18. Cancellation

You may cancel this Premium Plan at any time for any reason by giving Samsung 20 business days' notice in writing of Your intention to do so. If You decide to cancel this Premium Plan, You must contact the Administrator in writing with Your Plan Number. You must send a copy of the Premium Plan's original proof of purchase with Your notice of cancellation. Unless local law provides otherwise, if You cancel within thirty (30) days of receipt of this Premium Plan, You will receive a full refund of the original purchase price less the value of any service provided to You under the Premium Plan as at the date of cancellation. If You cancel more than thirty (30) days after Your receipt of this Premium Plan, You will receive a pro rata refund of the original purchase price less the value of any service provided to You under the Premium Plan as at the date of cancellation, based on the percentage of the unexpired Plan Term from the Premium Plan's date of purchase. Samsung may cancel the Premium Plan 20 business days after giving written notice to you of a material failure by you to comply with the Premium Plan. Samsung may further cancel this Premium Plan for fraud or material misrepresentation on 20 business days' notice to You.

## 19. Further Premium Plan

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

## 20. Transfer

This Premium Service Contract is not transferable by You. In case however of the following, the IMEI number of Your Plan Device may change:

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

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

## 21. What You must do

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

## 22. General Terms and conditions

- Samsung is not responsible for any material failures or delays in performing repairs under the Premium Plan that are due to events outside Samsung's reasonable control.
- We will not perform preventative or other maintenance on the Plan Device under the Premium Plan.
- This Premium Plan is offered and valid only in South Africa and only in respect of Plan Devices with SKU numbers XFA, Xfv or AFA.
- The terms of the Premium Plan, including the original sales receipt of the Premium Plan and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document.
- There is no informal dispute settlement process available under this Premium Plan.

**For Samsung Care+ Premium customer support and queries, please use the below contacts:**

031 570 7620 or 0860 100 111

Email: [admin@iua.co.za](mailto:admin@iua.co.za)

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