

Samsung Care+ Service Plan Terms and Conditions for Galaxy Fold

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 OCTOBER 2019.

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

2. The Service Contract ("Plan")

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

3. When Plan Commences and Ends

The Plan begins from the first date of purchase of Your Plan Device ("Commencement Date"). The Plan ends a maximum of twelve (12) months from the Commencement Date ("Plan Term").

4. What is covered

4.1 Samsung Care+ (SC+)

4.2 If during the Plan Term You notify Samsung that the Plan Device has suffered a screen damage (inner or outer screen) 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 screen and will replace the battery, using new and original Samsung parts (known as a “Repair”). Samsung’s obligations to You in terms of this Service Contract will expire or will be entirely fulfilled before the end of the Plan Term when Samsung has provided the service to You under the one (1) Repair Term, as a result of a claim. The Repair frequency is limited to one (1) Repair for over the twelve (12) month Plan Term. Repairs and battery replacement 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 Plan.

4.3 Covered Devices: Samsung Galaxy Fold

5 Repair Fee

5.1 You will be required to pay a Repair Fee in the sum of R2, 250.00 (Two Thousand two hundred and fifty rand) for each screen repair incident during the Plan.

5.2 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 or fail to provide information relating to the Accidental Damage when asked.

5.3 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 screen repair claim will be forfeited.

6 Plan Term

6.1 This 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 Service Contract will commence and take effect immediately on the date the contract was concluded between You and the

network operator. The Service Contract will endure for a maximum period of 12 months and terminate upon the expiration of the 12 month period.

7 What is not covered

7.1 Samsung Care+ (SC+) repairs are restricted to Plan Devices purchased from Samsung or any authorized sales distributor. Plan Devices purchased second hand or from countries outside of South African borders are not eligible for SC+.

8 Plan exclusions:

- 8.1 The Plan does not apply to installation, removal or disposal of the Plan Device, or providing substitute devices while the Plan Device is being serviced.
- 8.2 The Plan does not include or make any provision for a loan device whilst the Plan Device is being assessed or repaired.
- 8.3 The Plan does not apply to damage caused to a device that is not the Plan Device.
- 8.4 This Plan does not cover abuse or misuse of the Plan Device.
- 8.5 This Plan does not cover damages caused to the Plan Device by fire, earthquake or other external causes of damage.
- 8.6 This Plan does not cover operating the Plan Device outside the permitted or intended uses described by the manufacturer.
- 8.7 The 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.
- 8.8 The Plan does not apply to a Plan Device that is lost or stolen.
- 8.9 The 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.
- 8.10 The Plan does not provide preventative or other maintenance on the Plan Device.
- 8.11 The 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.

- 8.12 The Plan does not apply to the battery performance of the Plan Device but the battery will be replaced if the screen is replaced.
- 8.13 Any claim for Repair under this Plan is subject to an internal validity assessment at an Authorised Samsung Service Centre.
- 8.14 The Plan applies to front and/or inner screen damage only. Any other parts requiring replacement or repair, to return the Plan Device to manufacturing standards is payable by You.
- 8.15 Any other damage to the Plan Device identified or arising during the Repair process is payable by You.

9 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.

10 Technical Support

The Plan does not include Technical Support or any fees related thereto.

11 How to obtain Repair Support

To obtain this SC+ Repair Support, You can contact the Samsung Galaxy Fold Premier Line (086-726-7864) and/or deliver the Plan Device to a Samsung Authorized Service Centre (<https://www.samsung.com/za/support/service-centre/>).

You need to keep 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.

12 Your Responsibilities

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

12.1.1 You will provide a copy of Your Plan Device's original proof of purchase or copy of Your contract concluded with the network operator, if requested.

12.1.2 You will provide information about the Accidental Damage event involving the Plan Device.

12.1.3 You will respond to all requests for information, including but not limited to the Plan Device's serial number and model.

12.1.4 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 Plan that are not subject to a Repair.

12.1.5 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.

13 Ineligible for repairs

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

14 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 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 PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE 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.

15 Further Plan

- 15.1 Samsung is not obligated to renew this Plan.
- 15.2 If Samsung does offer to provide a further Plan, it will determine the price, period and the terms governing such further Plan.
- 15.3 In the event that Samsung elects to offer to provide a further 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 Plan and the Service Fee and Repair Fee applicable to the further Plan.

16 Transfer

This Service Contract is not transferable by You.

17 What You must do

In order to keep this 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 Service Contract Administrator in writing if Your address changes or if You have purchased a new Plan Device.

18 General Terms and conditions

- 18.1 Samsung is not responsible for any material failures or delays in performing under the Plan that are due to events outside Samsung's reasonable control.
- 18.2 We will not perform preventative or other maintenance on the Plan Device under the Plan.

18.3 This Plan is offered and valid only in South Africa.

18.4 The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document.

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

For Samsung Care+ for Galaxy Fold customer support and queries, please contact:

086-726-7864 (Galaxy Fold Premier Service Line)

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