

SAMSUNG CARE+

1 YEAR ACCIDENTAL DAMAGE AND LIQUID DAMAGE PROTECTION (ADLD)

Offer Description -

- Get 1 Year Samsung Care+ Accidental & Liquid Damage Protection worth ₹ 7999 absolutely Free on Pre-book of Galaxy Z Fold 3 5G. T&Cs apply.
- Get 1 Year Samsung Care+ Accidental & Liquid Damage Protection worth ₹ 4799 absolutely Free on Pre-book of Galaxy Z Flip 3 5G. T&Cs apply.

1. The Plan:

This Accidental and Liquid Damage Protection Plan offered by Servify (Service Lee Technologies Pvt. Ltd.) governs the support process for damages, as mentioned herein to Galaxy Z Fold3 5G or Galaxy Z Flip3 5G ("Device/s") sold by Samsung via its official channels and select e-commerce portals in India.

This plan is available only to pre-book customers of Galaxy Z Fold3 5G or Galaxy Z Flip3 5G.

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:

Benefit(s) under the Plan begins when your Device is activated as per the below scenarios and will end on completion of one (01) year from the date of activation of the Device ("Plan Term").

3. Plan Eligibility:

3.1. This Plan can only be activated from Samsung Members Application within 30 (thirty) days from date of activation of Device.

3.2. Once customer has activated device by inserting SIM card, Registration page on Samsung Members application will be enabled within 3 (three) days.

3.3. To activate Samsung Care+ Plan, customer will have to log in to Samsung Members Application with their Samsung Account, Click on the Samsung Care+ Benefit, accept Terms and Conditions and click on "Register Now".

3.4. Customer will be redirected to Samsung Care+ site. IMEI will be auto-captured. Customer will enter their email ID, complete Captcha and click on "Next" to complete registration. Details of Plan will be visible on site as well as Get Help section of Samsung Members.

3.5. 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 activation of the Plan and the Plan Confirmation are each part of your Plan.

3.6. 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 the stipulated time period as defined in clause 3.1 above 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 (one) 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) in ₹
Galaxy Z Fold3 5G	₹ 4999
Galaxy Flip3 5G	₹ 1999

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, Samsung authorized service center will repair the registered device. In case the registered device is not repairable, a Samsung product purchase coupon, equivalent to the consideration paid by the customer for purchasing the product will be provided to the customer.

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, the following conditions would be considered under the Plan.

4.5.1.1. Inclusions:

4.5.1.2. Suffers accidental physical damage and/or such damage that impairs the normal usage of the Registered Device.

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

4.5.2. Exclusions:

4.5.2.1. If the Plan has been purchased beyond the eligible purchase window as defined in 3.1.

4.5.2.2. Any damages to the Registered Device prior to the Plan activation

4.5.2.3. Any damages reported within 07 (seven) days of activation of the Plan.

4.5.2.4. Theft or loss of the smartphone.

4.5.2.5. Any damage to the Registered Device:

4.5.2.5.1. Due to Intentional act or willful neglect.

4.5.2.5.2. under mysterious circumstances including lost or stolen

4.5.2.5.3. 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.

4.5.2.5.4. Due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device.

4.5.2.6. Damage caused by:

4.5.2.6.1. a product/accessory that is not the Registered Device

4.5.2.6.2. Operating the Registered Device outside the permitted or intended uses described by manufacturer.

4.5.2.6.3. Service (including upgrades and expansions) performed by anyone who is not an Authorized Service Centre ("ASC").

4.5.2.7. Damages to the device due to terrorist attack, war, fire, lightning,

earthquake, floods or an act of God.

- 4.5.2.8. Damaged device where the IMEI/Serial no. cannot be identified. Please note that the IMEI mentioned on the SIM tray will not be considered as an identification of the device IMEI.
- 4.5.2.9. Damage caused due to electricity surge or an electromagnetic pulse (EMP).
- 4.5.2.10. Third-party products or their effects on or interactions with the Registered Device or the software.
- 4.5.2.11. Consequential loss of any kind or description including wear & tear, manufacturing defects.
- 4.5.2.12. Cosmetic damage to the Registered Device including but not limited to scratches, dents and broken plastic on ports.
- 4.5.2.13. Loss or damage covered by supplier, dealer or Manufacturer's Warranty.
- 4.5.2.14. 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. Due to the inability of the Customer to submit either of the processing documents or supporting documents required for processing the request within 7 days of information being requested by Servify.
- 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 Device 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:

Refer to Clause 3 for details of activation process.

8. Service Request Process:

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

- 8.1. Immediately (not later than 07 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. You need to share the IMEI/Serial no. detail of the Registered Device before raising the request, failing which you will not be eligible to receive any benefits of the Samsung Care+ and no claims shall be entertained against Samsung or Servify.
- 8.3. Answer a few questions on the incident. The process is completely paperless, so, no documents will be required.
- 8.4. 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 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 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 Centre(s) 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. You're Responsibilities:

To receive service or support under the Plan, you agree to comply with the following:

- 10.1. To keep the IMEI/Serial no. details of your Registered Device secure and provide the same at the time of raising any claim. If you fail you provide the IMEI/Serial no. details as and when asked by Servify, your claim shall not be processed and under no circumstances shall Servify or Samsung be liable for the claim rejection.
- 10.2. Provide a copy of your Registered Device's original proof of purchase at the time of raising a request
- 10.3. Provide information about the reasons and causes of the damage to the Registered Device
- 10.4. 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
- 10.5. 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
- 10.6. 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
- 10.7. 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 or refund process for free-of-cost 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 IT'S 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 Device IMEI/Serial no. 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 Device 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.
- 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
- 14.15. Servify reserves the right, at its discretion, to change or modify, the terms of this Plan.

15. Support Contact Details:

For Individual customers:

- 15.1. Support Email ID: support.careplus@samsung.com
- 15.2. Toll-Free Number: 1800 202 1234.

For Enterprise/B2B customers:

- 15.3. Support Email ID: enterprise.claims@servify.in
- 15.4. Support Number: +91 82912-7823