

Only applicable to: Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, and Yukon

SAMSUNG Care+

Terms and Conditions: **STANDARD PLAN** -
Smartphones, Tablets, Hearables & Wearables

These Terms and Conditions form the service agreement between Samsung Electronics Canada Inc. ("We", "Us" and "Our") and you, Our customer ("You" and "Your") with respect to this Samsung Care+ plan ("Plan"). The head office of Samsung Electronics Canada Inc. is located at 2050 Derry Road West, Mississauga, Ontario, L5N 0B9.

By purchasing this Plan, You expressly agree that You have had the opportunity to read these Terms and Conditions and that You accept these Terms and Conditions. These Terms and Conditions and the confirmation letter ("Confirmation Letter") You will receive containing, along with other information, the description of Your eligible device(s) for which this Plan was purchased, constitute the entire agreement between You and Us. No oral or written representations, warranties or conditions, and no amendment or modification of these Terms and Conditions will be binding on You or on Us, except as otherwise required by law.

This Plan is only available to residents of the following provinces and territories in Canada: Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, and Yukon.

1. What Device Is Protected by the Plan?

Your device protected by the Plan is the Samsung smartphone, tablet, hearable, or wearable device* You purchased new in Canada ("Device"), as specified on the Confirmation Letter, you purchased from Samsung, a Samsung Experience Store, or an authorized retailer or distributor.

* This Plan is available on select eligible wearable devices only. To see a list of eligible devices, please visit

<https://www.samsung.com/ca/offer/samsung-care-plus/>.

2. When Can You Purchase the Plan?

You can purchase the Plan only at the time You purchase Your Device ("Device Purchase Date") or within sixty (60) days of the Device Purchase Date.

3. When Does Plan Protection Begin and End?

ONE YEAR PLAN

If you chose and paid upfront for the one- (1-) year Plan, Your Plan Protection begins on the date you purchase the Plan and ends the earlier of:

- a. 12 months from the Device Purchase Date; or
- b. the date this Plan is cancelled in accordance with the section entitled "**Can this Plan be Cancelled?**".

TWO YEAR PLAN

If you chose and paid upfront for the two- (2-) year Plan, Your Plan Protection begins on the date you purchase the Plan and ends the earlier of:

- a. 24 months from the Device Purchase Date; or
- b. the date this Plan is cancelled in accordance with the section entitled "**Can this Plan be Cancelled?**".

MONTH-TO-MONTH PLAN

If you chose and made the initial payment for the Month-to-Month Plan, Your Plan Protection begins on the date you purchase your plan and ends the earliest of:

- a. on the thirtieth (30th) day after the day upon which a monthly payment is not received; and
- b. the date this Plan is cancelled in accordance with the section entitled "**Can this Plan be Cancelled?**"; or
- c. the expiration of three (3) years from the inception of this Plan.

Repair services will not be provided for any repair covered under this Plan occurring before or after the end date of your Plan according to the above timelines.

From the time of Plan purchase and for the full term of the Plan, Your Device is covered for mechanical malfunction or liquid resistance failure in accordance with the section entitled "Description of the Plan".

We are not responsible and have no obligations to You for any issues with Your Device arising from an event that occurs before You purchase the Plan or after the Plan ends, whether by cancellation or expiry.

4. Description of the Plan

This Plan complements and is supplementary to the manufacturer's warranty and does not replace the manufacturer's warranty or warranty obligations. Parts and services covered by the manufacturer's warranty and the warranty obligations under the manufacturer's warranty, including battery replacements, are the responsibility of the manufacturer only. This Plan provides additional protection which the manufacturer may not provide. Please refer to the terms and conditions of the manufacturer's warranty for more details.

We warrant that the Device will be free from inherent deficiencies in workmanship and materials as follows:

- We will repair Your Device and return it to normal operating conditions in the event Your Device suffers a mechanical malfunction or defect, including: (i) battery failure; or (ii) liquid resistance feature failure when the Device is used in a manner consistent with its IP rating as set out in the Device user manual, in each case that is not covered by the manufacturer's warranty and that renders it inoperable. At Our sole option, We may choose to replace Your Device rather than repair it. If We replace Your Device, Your Device may be replaced with a brand new or a refurbished Samsung device, at Samsung's discretion, of like kind and quality and with comparable features and functionality, but not necessarily of the same colour and not to exceed the current value of Your Device as determined by Us ("Replacement Device"). Any repair covered under this Plan may only be performed by a Samsung authorized service center.

Any part that has been replaced or exchanged, or your Device, in part or as a whole, that was subject to a Service request under this Plan and replaced by a Replacement Device immediately become Our property ("Old Device"). We have the right to, at our sole discretion, either (i) block the Old Device using Samsung Knox Guard, or (ii) blacklist the Old Device in Canada or globally.

All services provided under this Plan are offered in Canada. Services may be available outside of Canada on a limited basis and at Our sole discretion. Please contact 1-800-SAMSUNG for additional information.

This Plan allows for an unlimited number of service requests during the Plan period in the case of mechanical malfunction or defect, including: (i) battery failure; or (ii) liquid resistance feature failure when the Device is used in a manner consistent with its IP rating as set out in the Device user manual.

Standard accessories included with Your Device in the original manufacturer's packaging will only be replaced when incompatible with the Replacement Device. Protection under this Plan will be extended to the Replacement Device for the duration of time remaining under this Plan. The Replacement Device will become the protected Device.

5. Plan Purchase Price/Required Initial & Monthly Payments

The Plan Purchase Price, plus applicable taxes, is payable when You purchase the Plan as follows: (a) full upfront payment required for either one- (1-) or two- (2-) year term; or (b) required initial and subsequent monthly payments for month-to-month term (collectively "Plan Purchase Price"). If you purchase the Plan at a Samsung Experience Store or online through <https://www.samsung.com/ca/>, the Plan Purchase Price for Your Device is located at the following link: <https://www.samsung.com/ca/offer/samsung-care-plus/>. If You purchase the Plan from a Canadian authorized retailer, please refer to the place of purchase for the applicable Plan Purchase Price.

6. How To Request Service

Visit <https://samsungca.servify.com> or call Us at 1-877-340-0918 between 9AM and 9PM EST/ 7 days per week (including holidays) to initiate a service request. All service requests must be initiated within 30 days of the covered repair or inability to locate the Device. You may be required to provide Us with the original Confirmation Letter or with any other information We may reasonably request. When a service request is made, we will notify You of our assessment of the request within 60 days after we receive all the information requested from you. We may choose, at our sole discretion, to replace your Device rather than repair it. Repair or replacement of the Device will be done within 60 days after You have complied with all the terms of the Plan, and We have agreed with You about the repair or replacement.

- In the event of mechanical malfunction or liquid resistance failure, upon processing Your service request, We will supply You with a return courier package which You must use to ship Your defective or inoperable Device to Us for repair. **A service fee, plus applicable taxes, will apply to each service request as follows:**

	Full Service Fee	Screen-Only Service Fee
	Mechanical malfunction or defect	- Exterior screen mechanical malfunction or - Interior screen mechanical malfunction
Hearable Devices (Buds)	\$39.00	N/A
Wearable Devices (Watch & Ring)	\$39.00	
Tablet – TIER 1	\$39.00	
Tablet – TIER 2	\$39.00	
Tablet – TIER 3	\$39.00	\$39.00
Smartphone – TIER 1	\$39.00	
Smartphone – TIER 2	\$79.00	
Smartphone – TIER 3	\$129.00	
Smartphone – TIER 4	\$129.00	
Smartphone – TIER 5	\$129.00	

For screen-only service requests, if upon inspection of Your Device it is discovered that the malfunction is beyond screen-only, the Full Service Fee will apply and You will be charged the difference. For Galaxy Z Fold and Galaxy Z Flip devices, the Screen-Only Service Fee is limited to repair of one screen panel. If both the interior and exterior screens are malfunctioning, the Full Service Fee will apply.

In the event that You make a service request related to (i) mechanical malfunction or defect or liquid resistance failure, and ii) We choose to provide you with a Replacement Device, then only the Full Service Fee, plus applicable taxes, will apply to Your service request.

The service fee for Tablets and Smartphones is determined by the device tier based on the make and model of Your Device. To find Your Device's tier, please refer to the Confirmation Letter or call Us at 1-877-340-0918.

Expedited repair services at an authorized walk-in repair centre may be available for certain repairs in or near Your geographical location. We will offer You this option if available.

If a replacement is provided, you will receive the replacement by mail within 5 to 10 business days, in most cases. If the you choose to have the replacement device delivered on a Saturday, there is an additional \$50 shipping fee, which fee is subject to change in accordance with our policies from time to time.

If a replacement is provided, we will provide a prepaid shipping label and envelope in which to return the damaged or malfunctioning device to us. If the damaged or malfunctioning claimed Device is not returned within 30 days of the receipt of the Replacement Device, a non-return fee as applicable to the model of claimed Device, not to exceed fifteen hundred dollars (\$1,500.00), may be charged to You. If You return a device which is not the claimed Device, a shipping and restocking fee of \$15 may be charged to the You.

Before providing Your Device for service, YOU MUST:

- if possible, remove any screen lock application (e.g., PIN, touch ID, or password);
- deactivate any Activation Lock, such as Google Activation Lock or any other Activation Lock application in the market; and
- remove any removable cards such as media and SIM Cards.

Please note that failure to deactivate any Activation Lock may result in a delay in repairing Your Device.

It is Your responsibility to remove Your SIM and memory card, and any accessories, if possible, and to delete all personal or sensitive data from the Device before You ship it. It is Your responsibility to back up the contents of Your Device.

PLEASE NOTE: DURING THE REPAIR SERVICES, WE WILL RESET YOUR DEVICE, REMOVE ANY REMAINING CONTENTS, AND INSTALL THE CURRENT OPERATING SYSTEM, INCLUDING ANY REQUIRED UPDATES, WHICH WILL RESULT IN THE PERMANENT LOSS OF ALL CONTENTS THAT WERE INSTALLED OR STORED IN YOUR DEVICE PRIOR TO THE REPAIR SERVICES.

Your Device will be returned to You configured as originally purchased, subject to applicable updates. Third-party applications/software previously installed in the Device may not be compatible or properly function with the Device as a result of required updates to the operating system.

This Plan does not include restoration of data to Your Device or, if applicable, its replacement under this Plan.

We may deny Your service request, and/or cancel Your Plan, and/or pursue any other actions available to Us if: a) any information We have reasonably requested is not provided; b) We discover Your service request was made fraudulently; or c) You concealed or misrepresented any material facts related to Your service request.

7. What Is Not Protected by the Plan?

The Plan does not apply to and We do not provide services for:

- a. Mechanical failures or defects or battery failures covered by the manufacturer's warranty;
- b. Devices with removed, altered or defaced serial numbers or International Mobile Equipment Identity (IMEI) numbers;
- c. Devices used for commercial purposes, provided by You for use by the general public, or used for lease or rental. Use of a Device for these purposes will void this Plan;
- d. Except as otherwise required by law, incidental, indirect, or consequential damages, including, but not limited to, loss of profits, down-time and charges for time and effort;
- e. Any loss or amount other than the repair or, if applicable and at Our sole option, the replacement of the Device;
- f. Device malfunction resulting from intentional physical damage, abuse, misuse, or vandalism;
- g. Device malfunction or damage resulting from repairs conducted by other parties;
- h. Device malfunction or damage due to improper installation on, or improper equipment modifications to the Device;
- i. Device where, for any reason whatsoever, we are unable to validate the IMEI or serial number of the Device including but not limited to intentional or accidental damage such as Device being crushed, bent, falling from heights such as balconies or windows, being run over or falling from moving vehicles;
- j. Lost end-user replaceable parts;
- k. Accessories, except, if We replace the Device, if the original accessories are not compatible with the replacement Device;
- l. Straps and strap components (including, but not limited to buckles, clasps, spring bars, and pins);
- m. Accessories that do not come with Your Device in the original manufacturer's package, including, but not limited to, car chargers, Bluetooth headsets, and face plates;
- n. "No problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced;
- o. Contraband or property in the course of illegal transportation or trade;
- p. Data, meaning information input to, stored on, or processed by the Device. This includes documents, databases, data sticks, messages, licences, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps;
- q. Proprietary electronic devices included with automobile systems and any motor vehicle or watercraft original or after-market equipment or accessories, whether or not permanently installed, including any antenna or wiring;
- r. Device (including property in transit) that has been entrusted to others for any service, repair, or replacement instead of the Authorized Service Centre or its designee;
- s. Nonstandard Software, meaning software other than the operating system preloaded on or included as standard with the Device from the manufacturer;
- t. Wireless Equipment whose unique identification number (including serial number, ESN, MEID, IMEI, or similar unique identification number) we are unable to validate due to intentional or accidental damage such as Device being crushed, bent, falling from heights such as balconies or windows, being run over or falling from moving vehicle;
- u. Nonstandard External Media, meaning physical objects on which data can be stored but which are not integrated components of the Device required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media. "Standard External Media" means physical objects on which data can be stored and that came standard in the original packaging with the Device from the manufacturer, but which are not integrated components of the Device required for it to function.
- v. Any property that is not owned or leased by you;
- w. Any other equipment or accessories not described as Device, including accessories that do not come with your Device in the original manufacturer's package, car chargers, Bluetooth headsets, and face plates;
- x. Batteries (except as otherwise provided with respect to standard batteries or unless otherwise covered as a covered accessory when part of a loss to another Device);
- y. Any loss or amount other than the repair or, if applicable and at our sole option, the replacement of the Device;
- z. Lost or user replaced parts;
- aa. "No problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced;

- bb. Devices purchased as used, recertified, or refurbished;
- cc. Minor imperfections in devices that meet design specifications or cosmetic damage (including but not limited to scratches and dents) that do not affect functionality of the Device;
- dd. Replacement SIM card or related item;
- ee. Any malfunction or damage occurring (i) prior to the purchase date of the Plan or (ii) after this Plan is cancelled or expired;
- ff. Wear and tear;
- gg. Seizure or destruction of property by order of governmental authority;
- hh. Nuclear reaction or radiation, or radioactive contamination, however caused. If physical loss or damage by fire ensues, we will pay only for such ensuing loss or damage;
- ii. War, including undeclared or civil war and warlike action by a military force; or Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
- jj. Dishonest, fraudulent, or criminal acts by you, any authorized user of the Device, anyone you entrust with the Device, or anyone else with an interest in the Device for any purpose, whether acting alone or in collusion with others;
- kk. Obsolescence or depreciation;
- ll. Recall or Design Defect;
- mm. Manufacturer's recall; or Error or omission in design, programming, or system configuration;
- nn. Cosmetic Damage however caused, that does not affect the manufacturer's intended use, including marring, or scratching, change in colour or other change in the exterior finish;
- oo. Programming, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining, or performing any other work upon Device;
- pp. Virus, computer virus or any other malicious code or similar instruction that disrupts the normal operation of the Device, or results in destruction or unsuitability of data or programs stored in the Device;
- qq. Voluntarily parting with Device by You or by any person entrusted with Device, whether or not induced to do so by any fraudulent scheme, trick, device, or false pretense;
- rr. Abuse, intentional acts, vandalism, or use of the Device in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty;
- ss. The discharge, dispersal, seepage, migration, or escape of pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapour, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and/or waste. Waste includes materials to be recycled, reconditioned, or reclaimed;
- tt. Any fees or charges assessed by the Wireless Service Provider or anyone acting on their behalf;
- uu. Failure to do what is reasonably necessary to minimize the loss and to protect the Device from any further loss;
- vv. Insects, rodents, or other vermin.

8. Can This Plan be Cancelled?

a. Cancellation by You:

You may cancel this Plan at any time. Where the Plan is cancelled, You will be refunded any portion of your prepaid fee that is allocable to the remaining period of your Plan on a prorata basis.

You may rescind this Plan without penalty within twenty (20) days of enrolment on request or by sending Us a notice.

b. How You Can Cancel the Plan:

You may request a cancellation of the Plan as follows:

- i. If You purchased the Plan online through Us, call 1-800-SAMSUNG (726-7864) between 9AM and 9PM EST/7 days per week (including holidays) or send a text to WECARE (932-273), 24 hours / 7 days per week (including holidays).
- ii. If You purchased the Plan from a Samsung Experience Store, contact any Samsung Experience Store location in Canada.
- iii. If You purchased the Plan at a retail location, You must contact that retailer.

c. Cancellation By Us:

We may terminate the Plan by giving you 15 days' notice of termination by registered mail at your last known address.

9. Limitations Of Liability

In no event shall the coverage provided in connection with a service request under this Plan exceed \$3,000. This limit shall apply separately to each service request.

Our liability under this Plan is strictly limited to the repair or, if applicable and at our sole option, the replacement of Your Device. If You pay for the costs of repair or replacement of the Device, We will not reimburse You for such costs. We are not liable for any loss of programs, data, or other information stored on Your Device or any media. In no event will We be liable to You or any third party for any damages resulting from, or relating directly or indirectly to, Your Plan, including, but not limited to, any damages You may suffer if data left on Your Device is accessed, or alternatively, is unrecoverable.

10. Merger and Integration

By purchasing this Plan, You expressly agree that You have had the opportunity to read and you hereby accept these terms and conditions. This Plan and the and the confirmation letter You will receive containing the description of Your eligible device(s) for which this Plan was purchased ("Confirmation Letter"), constitute the entire agreement between You and Us. No oral or written representations, warranties or conditions, and no amendment or modification of these terms and conditions will be binding on You or on Us, except as otherwise required by law.

11. Transfer of Plan

You may transfer your fixed-term Plan to a subsequent owner of the Device when your Plan is valid at the time of such transfer. This Plan may be transferred one-time only and you must contact us and provide: (i) original proof of purchase; and (ii) new owner's name, address, telephone number and email address.

Only the Device for which this Plan was purchased as indicated on the Confirmation Letter is eligible for protection under the Plan. No rights and duties under the Plan may be transferred without our written consent. You cannot transfer the Plan to another Device. This does not apply to monthly Plan subscribers.

12. Changes

The Plan's terms can be amended or waived only by amendment issued by us and made a part of the Plan. If notice of such changes is mailed, proof of mailing will be sufficient proof of notice.

13. Your Privacy

We are committed to the protection of Your privacy, including the information You share with respect to the Plan. You agree and acknowledge that You may be asked certain personal information, such as Your name, telephone number, address, IMEI number, and other personally identifiable information when You are enrolled in the Plan and when You request and receive service in connection with the Plan. This personal information may be collected and sent to Us on Your behalf by the retailer from whom You purchased the Plan. Samsung may share certain information with its business partners to facilitate any repairs in connection with the Plan. Your use of the Plan is subject to Samsung's Privacy Policy, located at <http://www.samsung.com/ca/info/privacy/> ("Privacy Policy"), as well as other policies that Samsung may adopt from time to time, all of which are hereby incorporated by this reference into the Plan. The Privacy Policy governs how Samsung collects and uses Your information and information related to Your use of the Plan. Samsung may update the Privacy Policy from time to time, so please periodically review the Privacy Policy.

You have specifically requested the English version of these Terms and Conditions. A French version is available upon request. *Vous avez spécifiquement demandé la version anglaise de ces termes et conditions. La version française est disponible sur demande.*

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