Samsung Care+ 2 year Screen Protection Plan for Smartphones

1. The Plan

Screen Protection Plan offered by "Servify" (Service Lee Technologies Pvt. Ltd.) governs the support process for screen (also referred to as display, touch screen, touch panel, LCM) damages to brand new smartphones ("Device/s") sold by Samsung via its official channels and e-commerce platforms in India.

Screen Damage is any external, visible damage to the smartphone's screen which impairs the usage or functionality of the smartphone.

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 an 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 two(02) years from the date of activation of the Plan **("Plan Term")**:

2.1. **In case of Online purchase of the Plan**: Plan will have to be purchased along with the device and will be activated from the date of purchase of the plan.

2.2. **In case of Offline purchase:**

2.2.1 When Device and Samsung Care+ purchased together – Plan will be activated the same day as that of device purchase.

2.2.2 Plan is purchased after the device is purchased and/or activated: In this case the Plan will be activated from the date of purchase of the Plan. However, the Plan is to be purchased within the stipulated timelines as provided in Clause 3.1 below.

3. Plan Eligibility

3.1. This Plan can only be purchased along with the device on e-commerce platform's and within 3 (three) days of the original Device purchase date on other channels. In case the customer wants to purchase the plan beyond 3 days from the Device purchase date then the customer would be required to complete Device diagnostics on Samsung's My Galaxy Application ("Application") within 30 (thirty) days of Device Purchase.

3.2. The terms of this Plan, the original sales receipt of your Device, the proof of your identity provided at the time of raising a Screen Damage Repair Request, the indemnification you provide about the working condition of the Registered Device before the purchase of the Plan and the Plan Confirmation are each part of the

Plan.

3.3. The benefit of accidental screen damage protection provided by the Plan is additional to the benefits provided by the manufacturer's warranty.

4. Coverage Details

4.1. **"Registered" Device**

The Samsung 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 purchase Invoice of the Device 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 two-time cost incurred for screen replacement per year. Any other repairs during the Plan Term or all subsequent repair requests shall be considered as paid repairs only, and the Customer is liable to make payments for such repair requests if undertaken through Servify. There is a Processing Fee charged during a repair event under Screen damage protection as mentioned below:

Following is the processing fee for A17 devices:

Device categorization	Processing fee (incl. tax) in INR
A17	1099

4.4. **Scope of Service under the Plan**

Provided the Registered Device is handed over to Servify or its authorized channels in its entirety during the Screen Damage Repair Request Process & that you have submitted the documents as desired under the Plan, the following conditions would be considered under the Plan.

4.4.1. Inclusions

If the Registered Device:

4.4.1.1. Suffers accidental physical screen damage like broken, cracked or shattered screen

4.4.2. Exclusions

The Plan will not cover:

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

4.4.2.2. If any damages are found in the images captured during plan purchase, the same will be validated during the claim request and will lead to rejection.

4.4.2.3. Any Damage reported within 07 (seven) days of registration of the Plan

4.4.2.4. Any loss or damage to the Registered Device:

4.4.2.4.1. due to Intentional act or willful neglect

4.4.2.4.2. arising before or after Plan term

4.4.2.4.3. under mysterious circumstances including lost or stolen

4.4.2.4.4. 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 the manufacturer

4.4.2.5. Damage caused by:

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

4.4.2.5.2.service (including upgrades and expansions) performed by anyone who is not Samsung Authorized Service Centre ("ASC")

4.4.2.6. Third-party products or their effects on or interactions with the Registered Device or the software

4.4.2.7. Recalls or modifications to the Registered Device

4.4.2.8. Consequential loss of any kind or description including wear & tear, or otherwise due to normal aging of the product or manufacturer defect

4.4.2.9. Cosmetic damages like scratches, dents and broken plastic on ports

4.4.2.10. Loss or damage covered by supplier, dealer or manufacturer's limited warranty

4.4.2.11. Any loss affecting to SIM card and any ancillary products even if Registered Device results into complete stoppage of working

4.4.2.12. Damages to the Registered Device due to terrorist attack, war, fire, lightning, earthquake, floods or an act of God

4.4.2.13. Damaged Registered 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.

4.4.2.14. Damage caused due to electricity surge or an electromagnetic pulse (EMP)

4.4.2.15. Any unauthorized access, modification, or alteration to the covered device

4.4.2.16. Cost of any missing parts or unidentifiable damage parts

5. Special Exclusions

Servify or 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 any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device

5.2. 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

5.3. Penalties for delay or detention or in connection with guarantees of performance or efficiency

5.4. Damage due to the Registered Device which gradually develops flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary

5.5. Servify or Samsung shall not be liable for a damage repair request if:

5.5.1 The Customer 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

5.5.2 Due to the inability of the Customer to submit either the Repair Request processing documents or supporting documents required for processing the request within 7 days of information being requested by Servify

5.5.3 The Customer is unable to submit the Registered device for repair at a Samsung Authorised Service Centre within 7 days from the scheduled date of the repair request or before the expiry of plan whichever is earlier

5.5.4 The Customer is unable to pay the deductible within 7 days from payment requested date or expiry of the plan whichever is earlier.

6. Plan Activation Process

Instant activation: You do not need to activate the Plan. Your smartphone is automatically covered under the Plan from the Plan purchase date.

7. Worldwide Cover

Territorial Scope: **Global**

However, **Samsung** may limit provision of the **Samsung Care Screen Protection plan service** to the country where the **covered device** was originally purchased,

AND

This **Samsung Care Screen Protection Plan service** may not be available in all countries and is not available where it is prohibited by law.

8. Screen Damage Repair Request Process

In the event of damage to the Registered Device, you (Customer) 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 or 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 Screen Damage Repair Request before the in-principle approval of the requests from Servify will be solely handled by You (Customer) at Your (Customer's) own expense

9. Screen Damage Repair Request 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 (ASC) as indicated in the Samsung Consumer 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 Screen Damage Repair Request and the next steps expected. Service will be performed at the Brand 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 Registered Device will be delivered to the address of initial pickup after completion of repair.

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. Your 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 to 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 Screen Damage Repair Request (if requested)

10.3. Provide information about the reasons and causes of the damage to the Registered Device. Provide identity proof if requested by Servify (at the time of raising a Screen Damage Repair Request) to verify the User of the Registered Device, on which Plan is activated

10.4. Provide identity proof if requested to verify Customer of the Plan at the time of raising a Screen Damage Repair Request (if requested)

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. Take backup and delete the data residing in the Device. DURING THE FULFILLMENT OF SCREEN DAMAGE PROTECTION SERVICE, SERVIFY OR THE ASC MAY DELETE THE CONTENTS OF THE DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. Servify or the ASP will return the Device after the service event or provide a replacement device as per Brand's service policies. Servify or the ASCs may install the latest software updates as part of hardware service that will prevent the Device from reverting to an earlier version of the operating system as per Brand's service policies. Third party applications installed on the Device may or may not be compatible or work with the Device as a result of such operating system upgrade or update. Customer will be responsible for reinstalling all other software programs, applications, data and passwords as per their need post such service interventions as part of the Screen Damage Repair Request fulfillment.

10.8. Fill & submit the necessary details and the declaration as required for submitting a valid Screen Damage Repair Request

11. Cancellation And Refund

There is no cancellation allowed under this Plan. For plans bought on e-commerce platform's, cancellation and refund will follow e-commerce platform's cancellation policy. For plans bought on other channels, no cancellation is allowed.

12. Limitation Of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVIFY, SAMSUNG 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 SERVIFY, SAMSUNG AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED ONE TIME COST INCURRED FOR SCREEN REPLACEMENT OF THE REGISTERED DEVICE . SERVIFY SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPLACE DAMAGED SCREEN OF THE 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 Plan from one registered device to another device is not allowed

13.2. In case of change in ownership of Registered device all benefits under this plan will continue for the remaining plan term.

13.3. 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.

13.4. It is the responsibility of the Customer to share the replaced Smartphone's IMEI/Serial no. and the replacement invoice issued by the Authorised Service Centre.

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 smartphone 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