Samsung Care+ Maintenance Pack – Terms & Conditions

1. Definitions

This Maintenance program i.e. Samsung Care+ Maintenance ("Plan") offered by Service Lee Technologies Pvt. Ltd. ("Servify") governs the support process for providing Labour, Freight, Gas refill & maintenance services for eligible products of Samsung India Electronics Pvt. Ltd. ("Samsung") viz. Air Conditioner, Refrigerator, Washing Machine and Microwave Oven ("Eligible Products") purchased by the customer ("You").

2. Term

Benefits under the Plan begins from the next day of the expiry of the Manufacturer's Warranty on the Eligible Product(s) and ends on completion of the Plan from the Plan start date ("Plan Term").

3. Plan Eligibility

The Plan coverage begins when the plan is purchased.

3.1 This Plan is available for purchase exclusively in conjunction with the Eligible Product and/or as a standalone offering through authorized retail platforms. The purchase must be made within the eligibility window, which begins on the original purchase date of the Eligible Product and extend up to the expiration of the Eligible Product's Manufacturer Warranty period. Eligibility for this Plan is contingent upon the Eligible Product being in full working condition.

3.2 The terms of this Plan, the original sales receipt for your Plan, the proof of your identity, the indemnification you (Customer) provide about the working condition of the Eligible Product before the purchase of the Plan and the Plan Confirmation are each part of your Plan.

3.3 12 number of Repair Requests covering labour, Gas & freight up-to the available Benefits Value (as defined in Point 4.3 below) at the time of Repair Requests will be allowed during the term of the Plan. All subsequent Repair Requests made post Plan Term shall be considered for paid repair only.

3.4 Eligible Product categorically defined as per below:

- Room Air Conditioner: For Room Air Conditioners (RAC), this plan can be availed for a tenure of 1, 2, 3, or 4 years, as selected at the time of purchase of the Plan.
- Refrigerator: For Refrigerators, this plan can be availed for 1,2,3 or 4 years, as selected at the time of purchase of the Plan.
- Microwave Oven: For Microwave Oven, this plan can be availed for 1,2,3 or 4 years, as selected at the time of purchase of the Plan.

- Washing Machine: Samsung Care+ for Washing Machine can be availed for 1,2 or 3 years, as selected at the time of purchase of the Plan.

4. Plan Details

4.1 "Registered" Product

A *Registered Product* is defined as an eligible product that has been successfully enrolled under the Plan using its unique serial number. Registration must occur within the eligibility window, which begins on the original purchase date of the Eligible Product and extends up to the expiration of the Device's Manufacturer Warranty period. The eligible product must be in full working condition at the time of registration to qualify as a Registered Device.

4.2 Customer

The purchaser of the Registered Product whose name is mentioned on the original invoice is the Customer. The purchaser's spouse, children, parents and siblings or the recipient of the Registered Product as a gift can also be the user subject to the fulfilment of the conditions mentioned in the terms and conditions herein. If the purchaser is a company, then Customer herein shall mean any representative/employee of that respective company authorized to use the Registered Product.

4.3 Benefits Value

Maximum Benefits Value (defined 4.5) per year is equivalent to the original invoice value of the Registered Product. The Benefits Value (at any given point of time) will be calculated by subtracting the total claim costs of all the availed repair service requests during that year, if any, from the Invoice Value of the Registered Product. The year will be considered as 12 months period i.e., starting from the next day after expiry of Manufacturer's warranty of the Eligible Product. Benefits Value per year will be reset at the end of every year of Plan Term and no Carry forward of Benefits value will be considered from previous years. Unlimited number of Repair Requests up-to the Maximum Benefits Value of your Registered Product can be availed under the Plan for that respective year. If the claim (Labor Freight Gas) charges are more than the Benefits Value, the Customer will have to pay the difference between claim Cost and Benefits Value.

Please note, the total amount of benefits paid or payable under this Plan per year shall not exceed the original invoice value paid by the Customer for the Registered Product under this Plan.

Please note, that the combined maximum tenure of manufacturer warranty and this plan (of the Eligible Product) will never exceed 5 years.

4.4 Scope of Service under the Plan

The scope of Service under this Plan plans for customers who reach out to Samsung Authorized service center for Registered Product along with a Valid Care Pack certificate would be as below :

4.5 Inclusions

Benefits Value under this plan offers labor, freight, Gas & maintenance service under its construct to a maximum of 12 claims in a year (excluding maintenance service) up to the invoice value of the eligible product.
These 12 claims exclude the on-demand maintenance service, which are additional to the 12 claims under this plan.

Labor, Freight, Gas & Maintenance Service are defined below:

Labor: Labor charges incurred in any repair request are covered under this plan i.e., labor charges in spare/non spare repair,
Gas: Gas refills are covered in the plan.
Freight: In case of a repair where the product needs to be carried to Authorized Service Centre, in that case the freight incurred is covered under the plan (to and fro).

Maintenance Service: On demand maintenance service are also offered under this plan.
The count of maintenance service varies product wise :
Room Air Conditioner: 3 (2 dry + 1 Wet) Maintenance Service
Refrigerator: 2 Maintenance Service
Washing Machine: 2 Maintenance Service
Microwave Oven: 2 Maintenance Service

Maintenance Service: Includes service for product functionality check and cleaning service wherever applicable with or without the use of any cleaning chemical, at the discretion of brand guidelines.
Identification of any spare part replacement requirement during the maintenance service would not be covered under this plan, a separate repair call to be booked by the customer and will be handled as per the eligible product's warranty status.

4.5.1 Exclusions

4.5.1.1 Plan purchased for the product outside the Manufacturer Warranty of the product, or plans that have not been activated as per the defined terms & conditions.

4.5.1.2 Plan purchased and activated on a defective product

4.5.1.3 Non-operating and cosmetic defect to the Registered Product such as defect to paintwork, product finish, dents or scratches

4.5.1.4 Any spare replacement under the plan is not covered. A separate repair request to be generated by the customer for the repair and repair request would be treated as per the standard policy of the brand.

4.5.1.5 Any accidental or liquid or physical damages to the Registered Product

4.5.1.6 Accessories or consumable item used in or with the Registered Product unless covered under a separable warranty policy

4.5.1.7 Normal wear and tear of items not integral to the functioning of the Registered Product

4.5.1.8 Benefits under the Plan will not under any circumstances, extend to any loss or injury to a person or loss or defect to property or any incidental, contingent, special or any direct or indirect loss and consequential defects including but not limiting to losses incurred due to any delay in rendering service related to this Plan and loss of use

during the period that the Registered Product is at an authorized service centre .Any kind of repair, theft, burglary and accident including earthquake, storm and or hurricane, abuse, misuse, sand, dust, water, negligence, fire, flood, lightning, malicious defect, impact, corrosion, battery leakage, acts of God, animal or insect infestation or intrusion

4.5.1.9 Defect resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current

4.5.1.10 Reception or transmission problems resulting from external causes

4.5.1.11 Any kind of problems or defects covered/not covered under the original Manufacturers' Warranty

4.5.1.12 Batteries, internal or external to the Registered Product

4.5.1.13 Breakdowns caused by computer virus or realignments to the Registered Product

4.5.1.14 Breakdowns caused by Voltage fluctuation or electrical malfunction to the Registered Product

4.5.1.15 Failure to follow the manufacturer's instructions or the instructions from Servify during the term of the Plan

4.5.1.16 Costs arising from incorrect installation, modification or maintenance, or being unable to use the Registered Product

4.5.1.17 Costs if no fault is found with the Registered Product

4.5.1.18 Defect/failure caused before or during the delivery of Registered Product from the reseller

4.5.1.19 Use of batteries, charger and/or accessories not approved by the manufacturer, incorrect electrical leads or connection

4.5.1.20 Any consequential or incidental defects arising from the use or loss of use of the Registered Product

4.5.1.21 If the Registered Product is sold by original buyer to other party

4.5.1.22 If the Registered Product is moved out of India, or used outside of India, it will not be covered under this Plan

4.5.1.23 The Registered Product is not used in accordance with the manufacturer's guidelines for usage of the Registered Product including but not limited to regular maintenance & up keep of the Registered Product.

4.5.1.24 Re-installation of the Registered Product

5 Special Exclusions

Servify & Samsung shall not be liable in respect of loss or defect to Registered Product relating to or caused due to the following:

5.1 Loss or defect due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Product.

5.2 Loss or defect due to mechanical or electrical break down or derangement, due to any reason.

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

5.4 Loss to the Registered Product 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 Loss due to deterioration or wearing away or wearing out of any part of the Registered

Product that is caused due to or naturally resulting from its normal use or exposure.

5.6 Samsung / Servify shall not be liable if:

5.6.1 The Customer or User is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to this Plan or Registered Product and/or Plan purchased.

5.6.2 Due to the inability of the Customer to submit any of the Registered Product purchase documents required by Servify or its partners for processing the eligible request.

5.7 The Plan shall also not cover a loss:

5.7.1 Repair Request amount has exhausted the Benefits Value of the RegisteredProduct.

5.7.2 In any action, suit or other proceeding where Servify or its underwriting partner(s), alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, defect or liability is not covered by this Plan, the burden of proving that such loss, destruction, defect or liability is covered shall be upon the Customer.

6 Plan Activation

The Plan is activated after successfully completing the Plan purchase process and upon issuance of Certificate by Samsung. An automated Plan Activation Confirmation is sent on your registered email Id and text message on registered phone number. Servify may deny the Plan activation if:

(i) The Plan is purchased beyond purchase eligibility period i.e., starting from the original date of purchase of the product (on customer invoice) and extended up to the product's Manufacturer Warranty period.

(ii) If any defect or loss has occurred to the product prior to completing the Plan purchase process.

(iii) In case of Standalone Plan purchase, unique Serial number (of the product) is not provided by the customer

(iv) Product is not installed by Samsung Authorized Service Center

7 Service Request Process

In the event of covering the labor/Gas/freight of the plan in event of any defect or availing the on-demand maintenance services on the Registered Product, you (Customer) are required to:

7.1 Immediately (not later than 72 Hours from the time of the defect) inform Samsung through the Toll-free number: 1800 40-7267864/1-800-5-7267864 or Email at support.india@samsung.com.

7.2 You need to share the details of unique Serial no. of the Registered Productbefore raising the request, failing which you will not be eligible to receive any benefits of the Samsung Care+ and no claims shall be entertained either against Samsung or Servify.

7.3 For on demand maintenance service customer needs to inform Samsung through the Toll-free number: 1800 40-7267864/1-800-5-7267864 or Email at support.india@samsung.com. Count of service defined as below.

S. Nos.	Eligible Product	Claim Limit
1	Room Air Conditioner (RAC)	3 claims (2 dry + 1 wet) on demand, per year

2	Refrigerator	2 claims on demand per year.
3	Microwave Oven	2 claims on demand per year.
4	Washing Machine	2 claims on demand per year.

7.4 Please note, you (Customer) will not allow examination or repair of the Registered Product until confirmed by Samsung Authorized Service Centre. It is expressly stated that Servify or Samsung will not be held responsible for fulfilling any such requests where the Registered Product is examined by the unauthorized technician before the complaint is raised (authorized person shall only examine post a valid service request registered with Samsung as per point number 7); any liabilities arising out of such actions before the in-principal approval of the request from Servify will be solely handled by you at your own expense.

8 Service Fulfilment Process

8.1 To avail the services covered under the Plan, you must register a request for repair or on demand maintenance service request of the Registered Product with the Samsung customer care, and raise a Service Request. The authorized technician from the authorized Service centre will visit and repair the Registered Product.

8.2 Servify reserves the right to change the method by which, Servify may provide repair service to you, and your Registered Product's eligibility to receive a particular method of service under this Plan. In case of any repair request, service options, parts availability and response times may vary according to the city or place or geographical location you live in (within India).

9 Your Responsibilities

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

9.1 To keep the details of unique Serial number of your Registered Product secure and provide the same at the time of raising any claim. If you fail to provide the unique serial number details of the Registered Product as and when asked by Samsung, your claim shall not be processed and under no circumstances shall Servify or Samsung be liable for the claim rejection.

9.2 Provide a copy of your Registered Product's original proof of purchase, if requested

9.3 Provide information about the reasons and causes of the defect to the Registered Product while booking the require request and during authorised personal visit.

9.4 Provide identity proof if requested to verify Customer or User of the Registered Product on which Plan is activated

9.5 Respond to requests for information, including but not limited to the unique serial number of the Registered Product, model, version of the operating system and software installed, any peripherals products connected or installed on the Registered Product, any error messages displayed, actions taken before the Registered Product experienced the defect and steps taken to avoid the defect

9.6 Follow instructions, which Servify or Authorised Service Centre (ASCs) or Samsung gives you, including but not limited to refraining from sending Registered Product that is not subject to service as per the Plan and packing the Registered Product in accordance with shipping instructions

9.7 Make sure to backup software and data residing on the Registered Product. DURING THE FULFILLMENT OF SERVICE SERVIFY OR THE ASP (Authorised Service Partner) MAY DELETE THE CONTENTS OF THE REGISTERED PRODUCT AND REFORMAT THE STORAGE MEDIA IF NECESSARY. Servify, or ASCs may return your Registered Product after the service event or provide a replacement unit as the Registered Product was originally configured, subject to applicable updates. Servify or the ASCs may install latest software updates as part of hardware service that may prevent the Registered Product from reverting to an earlier version of the Operating System. Third party applications installed on the Registered Product may not be compatible or work with the Registered Product as a result of the Operating System update. You will be responsible for re-installing all other software programs (including third party), data and passwords.

9.8 Fill and submit the requested forms and the declaration as required for submitting a valid a repair request.

10 Cancellation & Refund

No cancellation or refunds are offered.

11 Governing Law

This Plan shall be governed by the laws of India, and disputes shall be subject to local jurisdiction of courts held at New Delhi, India only.

12 Transfer Of Plan

12.1 The transfer of ownership of the Plan for the Registered Product from the Customer to another party will render the Plan & its benefits null and void.

12.2 If the Registered Product is replaced under Manufacturer's Warranty during the Plan Term, then the replacement product will be termed as Registered Product, with the applicable Plan benefits for the remaining period of the Plan Term.

13 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 DEFECTS OR 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 AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE CURRENT

MARKET VALUE OF THE REGISTERED PRODUCTE. SERVIFY SPECIFICALLY DOES NOT WARRANT THAT (I) IT WILL BE ABLE TO REPAIR OR REPLACE REGISTERED PRODUCT 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 PRODUCT OR SUPPLY OF THE SERVICE.

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 This Plan is offered and valid only if you are making a purchase in India and using in India.

14.4 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 were prohibited by law.

14.5 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.

14.6 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 .

14.7 The terms of the Plan, including the original sales receipt of the Registered Product 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.

14.8 Servify is not obligated to renew this Plan. If either Servify does offer a renewal, they will determine the price and terms.

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

14.10 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.

14.11 These terms and conditions shall be governed by and construed under the laws of India. These terms and conditions do not affect you.