

BUSINESS CARE

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1 ACCEPTANCE TERMS AND CONDITIONS

- 1.1 This Service Contract is a legal agreement between you and Cartec Malaysia Sdn Bhd, which governs the provision of the Services by us in respect of Product(s). By purchasing a Product, you acknowledge and agree to be bound by this Service Contract. Please refer to the “DEFINITIONS” section at the end of this Service Contract for the meanings of capitalized terms used in this Service Contract.
- 1.2 Your purchase of the Services extends the manufacturer’s warranty period for a twelve (12) month or twenty-four (24) period (based on your selection, and as specified on the Product listing page) commencing upon the expiry of the manufacturer’s warranty. The period commencing from the expiry of the manufacturer’s warranty and ending twelve (12) month or twenty-four (24) period (based on your selection, and as specified on the Product listing page) is known as the Service Period.
- 1.3 The Services are subject at all times to the following:
- 1.3.1 We have the sole option to repair or (if in our sole discretion it is more commercially practicable to do so) replace your Product with an item of similar quality and specifications.
- 1.3.2 If we determine (in our sole discretion) that it is more commercially practicable to replace your Product instead of repairing it, the original Product shall be replaced with a similar product. Due to technological advances, the replacement Product may be of lower retail value than the original Product or it may be a Refurbished Product. If the original Product is replaced, the Services will cease from the date of replacement.
- 1.3.3 Repairs or replacements of the Product are limited to products purchased domestically.
- 1.3.4 Repairs or replacements of the Product are limited to products which are for personal use. This means that Products that have been used for commercial or other non-personal use shall be excluded from this Service Contract.

- 1.4 We would only perform the Services during the Service Period. This means that we have no obligation to perform or provide the Services during the manufacturer's warranty period, and the Services provided under this Service Contract shall not cover or replace the manufacturer's warranty. You must exercise your rights and benefits under the manufacturer's warranty before making a Service request under this Service Contract.
- 1.5 On-site repair is available for bulky Products only, which are non Carry-in Products. Where we are unable to repair your Products on-site, they will be transported to our authorized repair center for repair, at no extra cost to you. Carry-in Products, which are Products such as Mobile Devices, laptops, tablets, small and kitchen appliances shall be delivered by you to our authorized repair center, and no shipping or transportation costs (if any) you incur will be reimbursed by **CARTEC-MALAYSIA**.

2 LIMITATIONS OF LIABILITY

- 2.1 Our liability under this Service Contract will not, under any circumstances, extend to any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limited to losses incurred due to any delay in rendering service related to this Service Contract and loss of use during the period that your Product is at an authorized repair center, and/or while awaiting repair or replacement.

3 ACCIDENTAL DAMAGE

- 3.1 If you purchase the Services for a Mobile Device, you are entitled to the following repair services (or if in our sole discretion it is more commercially practicable to do so) replacement, if there is Accidental Damage to your Mobile Device:
- 3.1.1 You are entitled to one (1) instance of repair services or a one (1) time replacement of the Mobile Device for any Accidental Damage. If in our sole discretion it is more commercially practicable to replace your Mobile Device instead of repairing it, the original Mobile Device shall be replaced with a similar product. Due to technological advances, the replacement Mobile Device may be of lower retail value than the original Mobile Device or it may be a Refurbished Product. If the original Mobile Device is repaired or replaced, the Services will cease from the date that the repaired or replaced Mobile Device is delivered to you.
- 3.1.2 Repair services for Accidental Damage will apply to Accidental Damage which occurred between the period beginning seven (7) days (“effective date”) from the Mobile Device delivery date and twelve (12) calendar months after the effective date.
- 3.1.3 Repair requests in relation to Accidental Damage must be submitted to us within two (2) working days of the Accidental Damage occurring. For the avoidance of doubt, you may only submit one (1) repair request in relation to Accidental Damage for the first year of the Service Contract, starting from the date you receive your Mobile Device.

4 GENERAL EXCLUSIONS:

- 4.1 **CARTEC-MALAYSIA** will not be liable under the Service Contract if you do not submit the Product to an authorized repair center for repair for Carry-in Products or if you do not raise a Service request with the **CARTEC-MALAYSIA** Care call center for bulky, non-Carry-in Products, before the expiry of the Service Contract, and in the case of Accidental Damage (for Mobile Device) only, if a Service request has not been submitted within two (2) working days of the Accidental Damage occurring.
- 4.2 If you send the Product for repair and/or servicing by an unauthorized service center, this Service Contract will be null and void, and we will have no obligation to perform the Services in relation to such Product.

5 EXCLUSIONS

- 5.1 We shall not be liable to provide you the Services in relation to any of the following:
- 5.1.1 Any damage or problems with the Product caused by negligence, omission or default of any kind, other than where you are entitled to services under "Accidental Damage".
- 5.1.2 Liability arising out of implied warranties of merchantability, implied warranties of fitness, and strict liability.
- 5.1.3 Liability to anyone other than the Service Contract holder, as the case may be, except if you notify us of a transfer of a Service Contract per the terms below.
- 5.1.4 Any acts of fraud, or other dishonest or criminal acts.
- 5.1.5 Property and/or product liability insurance.
- 5.1.6 Products that are still covered by the manufacturer's/dealer's original written warranty, or your dealer warranty, repairer's warranty, or any other warranties in effect.

- 5.1.7 Any defects that are subject to recall by the manufacturer / dealer.
- 5.1.8 Non-operating and cosmetic items, paint, or product finish, accessories used in or with the eligible product unless covered under a separate Service Contract, cables, cords, add-on options incorporated in a product for which options are not essential to the basic function of the Product for which the Service Contract was purchased.
- 5.1.9 Software (including operating system and any stored data), defects resulting directly from software installation and or removal, computer virus, virus prevention, and other peripherals.
- 5.1.10 Routine maintenance, cleaning, adjustments or software updates.
- 5.1.11 Abuse, theft, sand, corrosion, excessive heat, battery leakage, Acts of God, commercial usage, power outages or surges, inadequate or improper voltage or current (fluctuation of electrical power, lightning, static electricity), improper environment (including lack of proper temperature or humidity). Unauthorized modifications made to the Product and/or problems/defects arising from such unauthorized modifications; altered serial/IMEI numbers; failure to follow manufacturers' instructions on installation, operation or maintenance; repairs performed by non-authorized repairer; any items not affecting the function of the Product; image burn.
- 5.1.12 1Costs of express service charges, transportation damage, removal or reinstallation unless specifically included in the Service Contract.
- 5.1.13 Problems or defects not covered under the original manufacturer's/dealer's original written warranty or any other warranties in effect unless otherwise stated, unless otherwise specified in the Service Contract, including but not limited to where you are entitled to Accidental Damage related repair or replacement services.

- 5.1.14 Failure to follow manufacturer's recommended instructions for installation, operation, routine care maintenance, inspection, cleaning, external adjustments etc. including problems cause by a device that is not the Product, including equipment/accessories that are not produced by original equipment manufacturer, whether or not purchased at the same time as the Product.
- 5.1.15 Damage due to organic infestation (from internal and/or external sources).
- 5.1.16 Deterioration or spoilage of any food stored due to defect of refrigerator.
- 5.1.17 Water leakage due to blockage of drainpipe under normal use.
- 5.1.18 Commercial use (multi-user organizations), public rental, use for profit or communal use.
- 5.1.19 Any diagnosis where no defect has been found or noted.
- 5.1.20 Consumables including but not limited to batteries, bulbs, compact discs, digital tapes, stylus, toner and ink cartridges.
- 5.1.21 External faults such as rust, wiring, electrical connection or plumbing, piping, fitting, realigning of signal receivers (poor receptions), and consequential loss of any kind.
- 5.1.22 Normal wear and tear, scratching, chewing, spilled liquids, corrosion, animal and insect infestation, fungi, wet or dry rot, or bacteria, misuse, neglect and abuse.
- 5.1.23 Repairs necessitated by improper maintenance, accidental, intentional physical damage, damage by sand or water, unless otherwise specified in the Service Contract including but not limited to where you are entitled to Accidental Damage repair or replacement services.

FOR SERVICE REQUEST – CALL OUR SERVICE HOTLINE +603 21651808

- 5.2 When the Product failure occurs due to an electrical or mechanical defect or accidental damage, you may contact the **CARTEC-MALAYSIACare** Support Hotline at +603 21651808 to report the failure. This hotline is available Monday to Friday 9 a.m. to 6 p.m. in Malaysia, excluding local public holidays.
- 5.3 Our experienced customer service representatives will be ready to guide you through the Service process. To expedite the Services, please ensure that you have your Service Contract details readily available before placing the call. If the Product failure is not reported to us prior to repair/replacement, the repair/replacement cost shall not be approved.
- 5.4 To validate that your Product is covered by the Services, please ensure you keep all the proof of purchase, such as sales receipts, in a safe place.

6 CANCELLATION

- 6.1 This Service Contract can be cancelled within fourteen (14) days of the Product order date at a full refund of paid service fee provided that no Service request has taken place. If a Service request has taken place, no refund will be provided upon cancellation.

7 CONTRACT TERMINATION

- 7.1 This Service Contract will terminate automatically:
- 7.1.1 upon expiry of the term of this Service Contract,
 - 7.1.2 when a Product has been repaired and returned to you,
 - 7.1.3 upon replacement of the Product if (in our sole discretion it is more commercially practicable to do so) or

- 7.1.4 upon written notification by us of termination of this Service Contract within fourteen (14) days of original purchase of this Service Contract (subject to our providing a full refund of paid service fees), whichever is earlier.

8 TRANSFER OF SERVICE CONTRACT TO SECOND OWNER

- 8.1.1 If you sell or transfer your Product to another consumer within the term of this Service Contract, you must call **CARTEC-MALAYSIA** Care Support Hotline within fourteen (14) days from the date of the sale or transfer of the Product to another consumer, in order to transfer this Service Contract. It is also important to report your new address in the event you change your residential address and take the Product(s) with you.

9 GENERAL

- 9.1 This Service Contract is not an insurance contract, insurance policy or guarantee. This Service Contract is not a guarantee or promise relating to the nature of the material, workmanship or performance of your Product.
- 9.2 For verification purposes, you may be required by our customer service representative to present your Service Contract to expedite the provision of the services contemplated by this Service Contract. As such, we recommend that you place these documents in a safe place.

10 DEFINITIONS

- 10.1 Accidental Damage means at a definable time and place your Mobile Device stops working normally and its usability or its safety is affected solely as a result of either of the following events:

10.1.1 Screen Damage: Loss of functionality, cracking or breaking of the screen. Repairs for such damage provided under this Services Contract will be limited to parts needed to fix a cracked or broken screen and back glass such as glass /plastic screen, LCD and sensors fixed to the screen; or

10.1.2 Liquid Damage: Loss of functionality of the Mobile Device as a result of a liquid directly damaging the electronic components of the Mobile Device, caused by unintentional spills.

For the avoidance of doubt, damage to your Mobile Device which arose as a result of deliberate acts or omissions to cause the Mobile Device to stop working normally, or to affect its usability or its safety shall not constitute Accidental Damage. We shall (acting reasonably) have sole determination of whether damage done to a Mobile Device is deliberate.

10.2 Act of God refers to natural disaster, fire, flood, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, civil commotion.

10.3 Mobile Device means a mobile phone that performs many of the functions of a computer, typically having a touchscreen interface, Internet access, and an operating system capable of running downloaded applications (“Smartphone”), or a wireless portable personal computer with a touchscreen interface that does not have a permanently attached keyboard (“Tablet”) that You purchase from **CARTEC-MALAYSIA** and is covered by the Services.

10.4 Product means a product listed for sale on **CARTEC-MALAYSIA** and covered by the Services under this Service Contract.

10.5 Refurbished Product means a used product that is in good condition. There will be signs of use such as scratches but will not include deep scratches and no significant signs of heavy wear and tear. This will not affect the functions of the product.

10.6 Service(s) means arranging for the repair or replacement of the Product pursuant to this Service Contract.

- 10.7 We, us, our and **CARTEC-MALAYSIA** refers to Cartec Malaysia Sdn Bhd, the provider of the Services under this Service Contract.
- 10.8 You and your refer to consumers who purchase Products and cover by the Services under this Service Contract.