

## Terms and Conditions

### Definitions

The following Terms and Conditions ("T&C") shall have the following meanings:

- "Samsung Device" and/or "Device" shall mean the Samsung mobile phones and tablets, which solely distributed by KTS Cellular Sdn Bhd.
- "PROTECT-i Program" shall mean the mobile and/or tablet protection service programme, that the Customer has enrolled as described in this service contract. PROTECT-i Program is a Device Service Programme based on the partnership between the Company, the Administrator & the Insurer, where the Extended Warranty Plan and/or Screen Protection Plan and/or Combo Plan is offered to the Customer when the Customer purchases a Samsung Device as offered by the Company directly to the Customer at the point of sale. The service contract is a service contract for repair services. The service contract is not an insurance policy nor a guarantee given by Company, relating to the nature of the material, workmanship or performance of the Device save for the Extended Warranty Plan, Screen Protection Plan and Combo Plan wherein an insurance policy has been insured by the Insurer in favour of Authorized Dealer for the benefits of the Customer (device repair as stated in the term and condition) who have purchase a device package offered by the Company.
- "Extended Warranty Plan" and/or "EW Plan" shall mean the additional of one (1) Year warranty from the Standard Warranty period. The Customer is eligible to purchase the EW at any time within the six (6) months upon purchasing a new device and within the Standard Warranty period, if the Protection Period is not stated in this PROTECT-i Certificate.
- "Screen Protection Plan" and/or "SP Plan" shall mean a cover of one (1) incident of cracked screens as a result of accidental damage within one (1) year from the date of purchase (eligible for purchasing the Screen Protection Plan within thirty (30) days from the date of purchase of the Device), if the Screen Protection Period is not stated in this PROTECT-i Certificate. The SP coverage warranty period is at the time of Device(s) purchase date.
- "PROTECT-i Combo Plan" shall mean the combination of Extended Warranty Plan and Screen Protection Plan.
- "Standard Warranty" shall mean the warranty and/or protection set forth in the product documentation provided at the time of the original date of purchase or supply of new Samsung Device.
- "Deductible" shall mean "Screen Protection Deductible" amount advised in certificate (including 6% SST) payable by the Customer to the Company.  
Example: An outer screen replacement for Galaxy Note10 would cost approximately RM1,000 on parts and labour. With the purchase of PROTECT-i Screen Protection plan, the Customer will only be charged a Deductible of RM100.00 upon screen replacement. The Deductible is not included and is not part of the RRP or any of the above PROTECT-i plans.
- "Recommended Retail Price" ("RRP") shall mean the amount the Customer paid towards the PROTECT-i Program.
- "Customer", "You", "Your" shall mean a customer who has enrolled into the PROTECT-i Program as part of the service contract and who has paid all applicable RRP and/or currently using the Device.
- "Company" shall mean KTS Cellular Sdn Bhd.
- "Insurer" shall mean Berjaya Sampo Insurance Berhad, Level 36 (Lobby B), Menara Bangkok Bank, Laman Sentral Berjaya, No. 105, Jalan Ampang, 50450 Kuala Lumpur, who is the insurer for Authorized Dealer.
- "Administrator" shall mean Marsh Insurance Brokers (Malaysia) Sdn Bhd, Level 42-01 (West Wing), Q,Sentral, 2A Jalan Stesen Sentral 2, Kuala Lumpur 50470, Malaysia, the appointed Administrator for the Company.
- "Us" shall mean the Administrator and/or the Insurer and/or the Company.

### Section A

#### Applicable to Extended Warranty (EW) Plan

- EW Plan is eligible within six (6) months upon purchasing the new device. All other T&C shall be read together with the Standard Warranty with the exception of the time extension stated in this EW Plan Certificate (please refer to Item 3 of "Definition" above).
- EW Plan shall only be applicable for the same coverage as mentioned in the Standard Warranty of the Device excluding carrier related issues in the event the Device is used for purposes in which the Standard Warranty does not cover, the EW Plan shall not apply.
- If a claim is made during the period as stated in this Certificate, the Company is, require to sight all valid supporting documents (i.e. dated proof of purchase of Device and Extended Warranty receipt), and before the said Device is repaired.
- For EW Plan, the maximum warranty limit is based on the Device purchase price, per annum, as declared by Authorized Dealer to the Administrator and the Insurer and the Company.

### Section B

#### Applicable to Screen Protection (SP) Plan

- The Screen Protection Plan may be purchased for your Device in any one of the following ways: -
  - At the point of purchase of your Device from the Company; OR
  - From selected dealers of the Company within thirty (30) days from the purchase date of the Device, provided that the Device's screen is in an original condition (without any crack and/or damage and/or dent and/or chip) and all relevant invoices and other documents are complete and verified. The Company's decision in this regard is final.
- The period of the Screen Protection Plan shall be one (1) year from the date of the purchase of your Device.
- Screen Protection Plan covers damage to your inner display screen of the Device caused as the result of unintentional, unexpected or accidental damage, however subject to your submission of a valid claim and payment of Service Fee. The Company will replace the defective inner display screen with a new or equivalent to new in performance.
- Screen Protection Plan does not cover:
  - Damage or defect due to fire and/or intentional damage.
  - Scratches, gradually developing defects, cosmetic damage to outer surface/ finishing and external parts of the Device, including without limitation dents or scratches on the exterior casing, screen, camera lens, buttons and other attachments, including where caused by friction or rubbing with additional equipment or accessories;
  - Deterioration of the Device due to normal wear and tear, including without limitation rust or stains;
  - Reckless, abusive, willful or intentional conduct associated with handling and use of the Device;
  - Any other circumstance where repair would be contradictory or not in compliance with good business practice.Unless otherwise specified, Screen Protection Plan covers the hardware components of the Device as originally supplied and does not cover any software, consumable items, or accessories even if packaged or sold together with the Device. For details on any user rights with respect to software, please refer to licensing agreement accompanying such software.

### Section C

#### Applicable to PROTECT-i Combo Plan

- A combination of Extended Warranty Plan and Screen Protection Plan.
- Please refer to Section A & B for the T&C.

### Section D

#### Applicable to Screen Protection 2 Plan

- The Screen Protection Plan may be purchased for your Device in any one of the following ways: -
  - At the point of purchase of your Device from the Company; OR
  - From selected dealers of the Company within 18 months starting from the thirty first (31) day from the purchase date of the Device, provided that the Device's screen is in an original condition (without any crack and/or damage and/or dent and/or chip) and all relevant invoices and other documents are complete and verified. The Company's decision in this regard is final.
- The period of the Screen Protection Plan shall be one (1) year from the date of the purchase of your warranty.
- Screen Protection Plan covers damage to your inner display screen of the Device caused as the result of unintentional, unexpected or accidental damage, however subject to your submission of a valid claim and payment of Service Fee. The Company will replace the defective inner display screen with a new or equivalent to new in performance.
- Screen Protection Plan does not cover:
  - Damage or defect due to fire and/or intentional damage.
  - Scratches, gradually developing defects, cosmetic damage to outer surface/ finishing and external parts of the Device, including without limitation dents or scratches on the exterior casing, screen, camera lens, buttons and other attachments, including where caused by friction or rubbing with additional equipment or accessories;
  - Deterioration of the Device due to normal wear and tear, including without limitation rust or stains;
  - Reckless, abusive, willful or intentional conduct associated with handling and use of the Device;
  - Any other circumstance where repair would be contradictory or not in compliance with good business practice.Unless otherwise specified, Screen Protection Plan covers the hardware components of the Device as originally supplied and does not cover any software, consumable items, or accessories even if packaged or sold together with the Device. For details on any user rights with respect to software, please refer to licensing agreement accompanying such software.

### Section E

#### Applicable to PROTECT-i Repurchase (Screen Protection) Plan

- Repurchase is only applicable to existing Screen Protection (SP) customers who have claimed and/or expired within eighteen (18) months from phone purchase date.
- Protection period should be 12 months from the warranty purchase date.

- Screen Protection (SP) Repurchase can be enrolled at all KTS authorized dealers.

### General Terms and Conditions for Section A, Section B, Section C, Section D and Section E

- PROTECT-i Program is limited and only valid in Malaysia, and only sold by selected KTS Dealers and the Company. The Programme does not cover or include any international service or device.
- PROTECT-i Program only applies to Device manufactured by or for Samsung or Authorized Dealer that can be identified by the original "Samsung" trademark, trade name or logo affixed to them, and LOCALLY purchased from the Company and/or the Company's authorized dealers.
- Any enquiries, please contact Call Centre at 1800-88-3388 or email: [protect-i.assist@marsh.com](mailto:protect-i.assist@marsh.com) by only mentioning the PROTECT-i Certificate number. In the event the Customer has changed his/her Mobile Number and/or e-mail address, the Customer must notify the Company via the Call Centre at 1800-88-3388 or Email: [protect-i.assist@marsh.com](mailto:protect-i.assist@marsh.com).
- PROTECT-i Program is subject to verification of the documents and/or information provided by the Customer and the Company reserves the right to seek such additional documents and/or information from the Customer as it may deem appropriate. If the Customer wishes to submit a repair and/or replacement request, he/she must present to the Company, the IMEI number and/or PROTECT-i Certificate Number. Such request must be lodged to the Company within seven (7) calendar days, from date of incident and/or within the period as stated in the certificate.
- The Device must be used in accordance with the instruction manual, as determined by Samsung.
- In the event that the Customer wishes to cancel this programme before completion of the service period as stated in the certificate, there shall be no refund of the RRP for the unutilized period of the PROTECT-i Program.
- The Customer shall not directly or indirectly alter or tamper the device, which would change the internal operation of the device. In such circumstances, the PROTECT-i Program shall not cover any service or repair and decision by the Company shall be final and binding.
- The Company shall be under no obligation to provide service/repair because of improper use, modification or substitution, or in case the IMEI Number of the Device is altered or removed or is illegible.
- PROTECT-i Program is being offered subject to the terms and conditions stated herein and of the Device Standard Warranty, in which the Company reserves the right to refuse, suspend or withdraw the PROTECT-i Program at any time without prior notice. PROTECT-i Program does not apply to normal wear & tear of parts or defects caused by household pets, rats, cockroaches or any other animals or insects.
- EW Plan does not cover the damage or loss caused by accident, lightning, water, fire or other acts of God, improper ventilation, dropping or excessive shock or any external cause beyond the Company's control. In case services are required as a result of the causes stated above, such services shall be at extra charges and to be borne by the Customer.
- All defective components shall be replaced with compatible working parts and the defective parts shall be the Company's property.
- No transportation charges will be charged pertaining to the replacement or repair of parts covered under the PROTECT-i Program. For parts not covered under this Programme, transportation/labour incurred shall be charged as per rates scheduled for those parts.
- The Company does not cover any kind of software support or installations and shall not be responsible for damage to, or loss of, any programs, data or removable storage media including any consequential loss or damage whatsoever caused.
- Any Non-Customer certified device/software added on to the PROTECT-i Program devices will also render the Extended Warranty Plan null & void.
- Any third party peripherals whether purchased as a part of the Device or bundled with it, come with such third party Standard Warranty and the Company makes no warranty whatsoever on their behalf. E.g.: DTH connection, stabilizers, UPS etc.
- PROTECT-i Program shall not be extended for such third party devices.
- PROTECT-i Program is non-transferable to another Device.
- The Device brought to the service center will remain at the service center at the Customer's risk and the Company shall not be responsible for any damages caused due to factors beyond its control.
- The Customer purchases of the Device constitute acceptance of these PROTECT-i Program terms and conditions by the Customer. The Customer is advised to request for updates on the terms and conditions of this PROTECT-i Program at the Call Centre: 1800-88-3388.
- Decision of the Company in relation to the PROTECT-i Program and matter incidental thereto shall be final and binding on the Customer. Any and all disputes, controversies and conflicts ("Disputes") arising out of the PROTECT-i Program and all subject matter with regard to the PROTECT-i Program shall be governed by the laws of Malaysia and shall be referred to the exclusive jurisdiction of Courts of Malaysia.
- These Terms and Conditions may be amended by the Company from time to time without prior notice. For a full list of the updated Terms and Conditions, the customer is advised to request from the Call Centre: 1800-88-3388 or Email: [protect-i.assist@marsh.com](mailto:protect-i.assist@marsh.com).
- To the fullest extent permitted by law, the PROTECT-i Program expressly provided herein are the sole and exclusive PROTECT-i Program provided in connection with the Device in relation to PROTECT-i Program and no other warranties, representations, endorsements or conditions of any kind, whether oral, written, express, implied or statutory, including without limitation any implied warranties of quality, merchantability or fitness for a particular purpose, and warranties against hidden or latent defects, are provided. In so far as any warranties cannot be excluded, such warranties shall be limited to these Terms and Conditions and for the period of PROTECT-i Program expressed herein.
- To the fullest extent permitted by law, the Company and/or its partners shall not be in any way liable for any consequential, incidental, indirect, special or similar damages whatsoever arising from or in connection with the use, inability to use or performance of the Device and/or in relation to the Company and/or its partners, including without limitation loss of revenue, loss of profits, loss of opportunity, loss of business, loss of goodwill, loss of reputation, failure to realize savings or other benefits, loss of use of the Device or any associated equipment, loss of or damage to other property due to the malfunction of the Device, costs of substitute equipment, loss due to downtime cost, costs of recovering, reprogramming or reproducing any program or data stored in or used with a system containing the Device, or loss, damage, corruption or compromise of data, whether due to breach of warranty, strict liability, device liability, the negligence of the Company and/or its partners, or otherwise, even if the Company and/or its partners is aware of the possibility of such damages. PROTECT-i Program does not exclude or limit liability for personal injury or death resulting from the Company's negligence.
- It is your responsibility to secure and/or back up or remove any programs, data or other materials and content stored in the Device. You must also delete any confidential/personal information contained in the Device before handing over the Device for repair or replacement. The Company and/or its partners assumes no responsibility for any loss, damage, destruction, alteration or failure to maintain confidentiality of programs, data, information or other materials or content left in the Device, howsoever caused, whether during servicing of the Device, through use of synchronization software for the Device, or otherwise.
- The Company and/or, the Insurer and/or the Administrator collects personal information for the purposes of providing support and servicing for your Device, and contacting you regarding such activity. You agree that the Company and/or the Insurer and/or the Administrator may collect, use, process or disclose your personal information in accordance with these T&C.
- Unless otherwise provided by applicable law, the Company may cancel your PROTECT-i Program: (a) at any time for fraud, material misrepresentation; (b) in event of your breach of these Terms and Conditions; (c) at any time upon thirty (30) days' prior written notice; or (d) in event of any unavailability of service parts.
- Refund, Transfer and Cancellation
  - In case the Customer wants to cancel the PROTECT-i Program before completion of the Extended Warranty period, there shall be no refund of the charges for the unutilized period of the PROTECT-i Program.
  - PROTECT-i Program is not transferable to a third party or Device.
- Fraudulent Service Requests
  - If the Customer of PROTECT-i Program disclose untrue information in any material aspect or if any service requests made by the Customer is fraudulent or intentionally exaggerated or if any false declaration or statement is made in support thereof, then this contract shall be void and the Company shall not be liable to make any payment hereunder.
- Legal Action Against Us
  - No one party may bring legal action against the Company and/or Authorized Dealer and/or and/or, the Insurer and/or the Administrator and/or its related parties under this PROTECT-i Program unless and until there has been full compliance with all terms of this contract.
- This PROTECT-i Certificate is not an Insurance Certificate.
- This PROTECT-i Certificate is a service procedure between the Customer and the Company.
- In the event of the unavailability of the service parts, the Customer may call the Call Centre 1800-88-3388 or Email: [protect-i.assist@marsh.com](mailto:protect-i.assist@marsh.com) for further guidance. Accordingly, the Customer will be guided to bring along the Device to the designated alternative repair place to fix the Device with the comparable parts.