

# Samsung Care+ for Business

## Plan Terms & Conditions

### Section I. Definitions

Throughout these Plan Terms and Conditions, the following capitalised words have the stated meaning

- A. **"PDLI"**: refers to physical damage or liquid intrusion. PDLI IS NOT COVERED UNLESS A "PDLI" NOTATION IS SHOWN ON YOUR PLAN CONFIRMATION.
- B. **"Administrator"**: the party authorised by Us who is responsible for administering benefits to You in accordance with the terms and conditions of this Plan, Servify Canada, Inc., 600-925 West Georgia Street, Vancouver, BC V6B 3K9; 24/7 Phone # [1-833-965-1615], (unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section of this Plan and applicable to Your jurisdiction).
- C. **"Coverage Plan Option"**: the specific "Coverage Plan Option" under this Plan that You have selected and purchased, as indicated on Your Plan Confirmation.
- D. **"Covered Device", "Device"**: the eligible Smartphone, Tablet, Chromebook or Laptop that is covered under this Plan.
- E. **"Device Purchase Receipt"**: the receipt document (email or electronic) provided to You when You purchased Your Device, which confirms Your Device purchase price and Device purchase date.
- F. **"EW"**: refers to the extension of the mechanical malfunction or defect coverage including battery failures from swelling, leakage, or short circuit provided by Us upon the expiration of any manufacturer, distributor and/or retailer warranty on Your Covered Device.
- G. **"MSRP"**: the manufacturer's suggested retail price of Your Covered Device.
- H. **"Plan"**: this terms and conditions document, which, together with the Plan Confirmation, makes up Your entire agreement. Benefits under this Plan are additional to Your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support.

- I. **“Plan Confirmation”**: the service contract certificate or other receipt document (email or electronic) provided to You at time of purchase as proof of Your \Plan purchase that confirms the coverage Plan selected by You, the coverage Term, any applicable Deductible, and the purchase date of this Plan.
- J. **“Term”**: the period of time in which the provisions of this Plan are valid, as indicated on Your Plan Confirmation.
- K. **“We”, “Us”, “Our”, “Obligor”, “Provider”**: the party or parties obligated to provide service under this Plan as the service contract provider, Samsung Electronics Canada, Inc. Our head office is located at 2050 Derry Road West, Mississauga, Ontario, L5N 0B9, unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section and applicable to Your jurisdiction.
- L. **“You”, “Your”**: the original business entity purchaser or owner of the product(s) covered under this Plan.

## Section II. What is Covered?

These Terms and Conditions form the service agreement between Us and You with respect to this 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 your Plan Confirmation 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 provides for the labour and/or parts necessary to repair Your Covered Device when You have a covered claim. At Our sole discretion, You may be provided a replacement for Your original Covered Device in lieu of repair as more fully explained below:

- A. **About Repairs** - Parts used for repairs may be new, used, refurbished or parts that perform to the factory specifications of Your original Covered Device.
- B. **About Replacements** - Reasonable efforts will be made in order to replace Your original Covered Device with the same model; however, We reserve the right to replace the original Covered Device with a refurbished Samsung device with comparable features and functionality, not to exceed the current

value of Your Device as determined by Us. . We do not guarantee such replacement will be the same colour or model as Your original Covered Device. In addition, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Device, and this Plan does not provide any reimbursement for such cost difference. Standard accessories included with Your Device in the original manufacturer's packaging will only be replaced when incompatible with the replacement device. Any and all parts, components or whole items and Devices that have been replaced by a replacement part or device become Our property. 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. Any repair covered under this Plan may only be performed by a Samsung authorized service center.

- C. During the Plan Term, Administrator will provide You with access to a call centre and web-based support for Your Covered Device. Administrator support starts on the date You purchase the Plan for Your Covered Device and includes assistance with claim registration or determining when hardware service is required or whether PDLI coverage may be applicable.

### **Section III. Coverage Plan Options**

Coverage under this Plan provides for the following, as applicable to Your Plan purchase. For details on the Term of this Plan, kindly refer to Your Plan Confirmation:

#### **A. Samsung Care+ for Business Premium Protection Plan**

1. PLAN COVERAGE -PDLI and EW coverage is provided for Your Covered Device.
2. PLAN TERM - Coverage will begin on coverage start date and end on coverage end date as shown on Your Plan Confirmation. This Plan complements and is supplementary to the manufacturer's warranty but does not replace the manufacturer's warranty or warranty obligations during the manufacturer's warranty period. This Plan provides certain additional protection which the manufacturer may not provide. Please refer to the terms and conditions of the manufacturer's warranty for more details.
3. PLAN CLAIMS LIMIT - Our limit of liability under this Plan shall be as follows:

- a. For PDLI service requests, two (2) covered PDLI claims are allowed for the Covered Device per each 12-month period from the effective date of this contract until the end of the Term. Our limit of liability for any single claim shall not exceed the lesser of the fair market value or the MSRP of the Covered Device at the time of the claim. Once this limit is reached, Our obligations will be considered fulfilled for the 12-month period. If the limit is reached in the final 12-month period, Our obligation will be fulfilled, and Your Plan will expire after the last repair or replacement is completed.
  - I. For PDLI service requests on Samsung smartphones and tablets, Samsung will utilize the Advanced Exchange (as defined in Section V.A. below) to provide a replacement device.
  - II. For PDLI service requests on Samsung laptops, Samsung will provide Same-Unit Repair (as defined in Section V.B. below).
- b. For EW service requests, we will cover an unlimited number of covered claims until the accumulated amount that We have paid equals the MSRP of the Covered Device per each 12-month period from the effective date of this contract until the end of the term. Once this limit is reached, Our obligations will be considered fulfilled for the 12-month period. If this limit is reached in the final 12 months period, Our obligations will be fulfilled, and Your Plan will expire after the last repair is completed. For all EW service requests, Samsung will provide Same-Unit Repair (as defined in Section V.B. below).

<b>Section IV.      How to File a Claim?</b>
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**IMPORTANT: The submission of a claim does not automatically mean that the device failure is covered under Your Plan. In order for a claim to be considered, You must contact the Administrator first for claim approval and authorization number.**

**Be sure to keep this Plan, the original Device Purchase Receipt, and the Plan Confirmation together, as they will come in handy when You have a Claim. These items make up Your complete Plan.**

- A. You may obtain service or claim support by using the Web Portal [<https://samsungenterprise.servify.tech>] or by emailing Administrator at [[ca.enterprisesupport@servify.tech](mailto:ca.enterprisesupport@servify.tech)], or by calling [+1 833 965 1615].
- B. Explain the problem Your Device is experiencing and provide the Administrator with any additional information/documentation in order to validate Your claim. For faster claim handling, please have the mobile phone

number/ email address used during the registration process, or Your Covered Device serial number readily available. You must also, upon request, present Your Plan Confirmation, and the Device Purchase Receipt.

- C. After confirmation of claim eligibility under Your Plan and this Plan, the Administrator will issue a claim reference number to You along with additional information regarding how Your Product will be further serviced (refer to the “Location of Service” section below for further details).
- D. In the event the Plan Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Plan.
- E. Before providing Your Device for service, YOU MUST:
  - a. if possible, remove any screen lock application (e.g., PIN, touch ID, or password);
  - b. deactivate any Activation Lock, such as Google Activation Lock or any other Activation Lock application in the market; and
  - c. 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, REFORMAT THE STORAGE MEDIA 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. Administrator will return Your Device or provide a replacement as the Covered Device was originally configured, subject to applicable updates. Administrator may install OS updates as part of hardware service that will prevent the Device from reverting to an earlier version of the OS. Third-party applications/software previously installed on the Device may not be compatible or properly function with the Device as a result of required updates to the operating system. You will be responsible for reinstalling all other software programs, data and passwords.

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

## **Section V. Service Options and Locations**

Upon processing Your service request, Administrator will provide You with the following service options at Our discretion:

- A. Advanced Exchange process: We will deliver to You the replacement product via express mail, together with the shipping label for You to return Your original defective Device back to Us (“Advanced Exchange”). You must return Your original Device back to us within 14 days of receiving Your replacement device. Failure to do so may result in delays in processing subsequent future claims under Your Plan, and Administrator reserves the right to withhold subsequent Device repair/ replacement services under Your Plan until Your original defective Device(s) is returned to the Administrator.
- B. Same-Unit Repair process: 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 same-unit repair (“Same-Unit Repair”).
- C. Administrator will ship the Covered Device to Our authorised service centre. Once service is complete, Administrator will return the Covered Device to You.
- D. Administrator will pay for shipping to and from Your location
- E. Administrator may also offer to provide other service options if available in your jurisdiction, such as walk-in service where You may physically visit an authorised service centre for repair/replacement service (“Walk-In Service Location”). In the event of walk-in service, You will be responsible for all transportation costs to the Walk-In Service Location(s), Administrator will only be responsible for the cost of parts and/or labour to repair or replace Your Device as per the terms of this Plan. Similarly, in the event of on-site service, You will be responsible for any technician dispatch charges, if applicable, at the time the On-Site Service is scheduled.

## **Section VI. What is not Covered (Exclusions)**

As related and applicable to the Covered Device(s), this Plan does not cover any failure, damage, repairs or services in connection with or resulting from:

- A. A pre-existing condition known to You (“pre-existing condition” refers to a condition that within all reasonable probability, relates to the functional fitness, operability or condition of the Covered Device before this Plan was purchased);
- B. Any claim for service to or replacement of the Covered Device that has not been prior authorised by the Administrator;
- C. Servicing of the Covered Device in association with a non-covered claim, and shipping or delivery charges associated with the initial purchase of the Covered Device;
- D. Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- E. Breakdown or damage that is covered under any other service agreement or device protection plan providing the same benefits as outlined in this Plan;
- F. Abuse (meaning, the intentional treatment of the Covered Device in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Device;
- G. Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Covered Device;
- H. Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
- I. Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to these items except as expressly provided for under this Plan. Any and all accessories are expressly excluded, irrespective of whether such accessories were included with the original Device purchase or purchased separately.
- J. Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Covered Device; including, but not limited to batteries, except as otherwise expressly provided for under the Coverage

Plan Options section; any and all degradation of battery capacity occurring after 12 months from the purchase date of this Plan;

- K. Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- L. Routine, periodic or preventative maintenance;
- M. Lack of manufacturer's recommended maintenance or operation/storage of the Covered Device in conditions outside of the manufacturer's specifications, or use of the Covered Device in a manner that would void the coverage under the manufacturer's warranty, or use of the Device in a manner inconsistent with its design or manufacturer's specifications;
- N. Adjustment, manipulation, modification, removal or unauthorised repairs of any internal component/part of a Covered Device performed by anyone other than a service centre/technician authorised by the Administrator or the manufacturer;
- O. Removal, alteration or defacement of serial numbers or International Mobile Equipment Identity (IMEI) numbers on Device
- P. 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
- Q. 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;
- R. lost or stolen Devices;
- S. straps and strap components (including, but not limited to buckles, clasps, spring bars, and pins);
- T. 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;



- U. “No problem found” or “no fault found” type diagnosis and intermittent errors that cannot be reproduced;
  - V. Devices purchased as used recertified, or refurbished devices;
  - W. replacement SIM card or related item;
  - X. data sticks
  - Y. Any kind of manufacturer recall or rework order on the Covered Device, of which the manufacturer is responsible for providing, regardless of the manufacturer’s ability to pay for such repairs; or
  - Z. Any Claim related to cosmetic damage (meaning damages or changes to the physical appearance of the Covered Device that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in colour, texture, or finish) or structural imperfections (when such do not impair the overall functionality of the Covered Product);
- AA. Service or replacement outside Canada and its territories.

IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS PLAN. IF AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED DEVICE FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS PLAN.

## **Section VII. Your Responsibilities**

**A. PRODUCT PROTECTION:** If protective items such as covers, carrying cases or pouches were provided or made available for use with Your Device, You should make every effort to utilise these product accessories for protection against damage to Your Device. If You suspect damage or breakdown of Your Device, You should promptly take reasonable precautions in order to protect against further damage. ANY CLAIM DETERMINED BY US OR THE ADMINISTRATOR, EACH IN ITS SOLE DISCRETION, TO BE AS A RESULT OF YOUR OR ANOTHER PERSON’S NEGLIGENCE, MISUSE OR ABUSE (AS DEFINED) OF OR TO THE COVERED PRODUCT WILL NOT BE COVERED UNDER THIS PLAN.

**B. MAINTENANCE AND INSPECTIONS:** If specified in the Device manufacturer’s warranty and/or owner’s manual, You must perform all of the

care, maintenance and inspections for the Device as indicated. You may be required to provide proof of fulfilment of such maintenance, care and/or inspection services at time of claim. ANY CLAIM RESULTING FROM THE LACK OF COMPLIANCE WITH THE PRODUCT MANUFACTURER'S WARRANTY AND/OR OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO LACK OF PROPER CARE, MAINTENANCE AND INSPECTION OF THE DEVICE, WILL NOT BE COVERED UNDER THIS CONTRACT.

<b>Section VIII.      Limitation of Liability</b>
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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, THE ADMINISTRATOR AND ANY OF THEIR EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED DEVICE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE 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 OUR OR THE ADMINISTRATOR'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF OUR, THE ADMINISTRATOR'S AND ANY OF THEIR EMPLOYEES' AND AGENTS' LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE MSRP OF THE COVERED DEVICE. NEITHER WE NOR THE ADMINISTRATOR SPECIFICALLY WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE THE COVERED DEVICE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA; OR (ii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. THE BENEFITS CONFERRED BY THIS CONTRACT ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, OUR AND ADMINISTRATOR'S LIABILITY IS LIMITED, AT THEIR SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED DEVICE OR SUPPLY OF THE SERVICE.

OUR AND THE ADMINISTRATOR'S LIABILITY UNDER THIS PLAN IS STRICTLY LIMITED TO THE REPAIR TO 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, NEITHER WE NOR THE ADMINISTRATOR WILL REIMBURSE YOU FOR SUCH COSTS. WE OR THE ADMINISTRATOR ARE NOT LIABLE FOR ANY LOSS OF PROGRAMS, DATA, OR OTHER INFORMATION STORED ON YOUR DEVICE OR ANY MEDIA. IN NO EVENT WILL WE OR ADMINISTRATOR 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.

IN CIRCUMSTANCES WHERE THIS CONTRACT IS GOVERNED BY THE LAWS OF THE PROVINCE OF QUEBEC, SOME OF ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

<b>Section IX. Conditions Under Your Plan</b>
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- A. **Privacy Policy:** We are committed to the protection of Your privacy, including the information You share with respect to this Plan. You agree and acknowledge that You may be asked certain personal information, such as Your business name, telephone number, address, Device 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. We 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 Our Privacy Policy, located at <http://www.samsung.com/ca/info/privacy/> ("Privacy Policy"), as well as other policies that We may adopt from time to time, all of which are hereby incorporated by this reference into the Plan. The Privacy Policy governs how We collect and use Your information and information related to Your use of Your Plan. We may update the Privacy Policy from time to time, so please periodically review the Privacy Policy.

B. **Cancellation**

**Note:** In circumstances where this Plan is governed by the laws of the Province of Quebec, this section does not apply to You, and You may cancel this Plan in accordance with the laws of the Province of Quebec.

You may cancel Your Plan within thirty (30) days of Your purchase of this Plan. You may be entitled to a refund as follows:

- a. If You have not obtained services under the Plan, You will receive a full refund of the purchase price of the Plan.
- b. If You have obtained services under the Plan, You will receive a refund of the purchase price of the Plan, less the cost of services received (unless otherwise prohibited by law).

You may request a cancellation of the Plan as follows:

- a. If You wish to cancel the Plan, please contact the Administrator at +1 833 965 1615, from Monday to Friday from 9 AM ET to 9 PM ET (excluding public holidays).
- b. If You purchased the Plan at a retail location, please contact the retailer or the original point of purchase.

After the first 30-day period, You cannot cancel the Plan and no refund will be provided (unless otherwise prohibited by law).

We may only cancel this Plan for the following reasons:

- a. non-payment of the Plan purchase price by You;
- b. an unauthorized repair of your Device;
- c. fraud or material misrepresentation by You; or
- d. substantial breach of duties under this Plan by You in relation to the Covered Device or its use.

If We cancel this Plan, We will provide written notice to You at Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Plan, You will receive a pro-rata refund less any claims paid under Your Plan.

#### **C. Transferability**

If You wish to transfer coverage under this Plan to a different owner, please contact the Administrator to initiate Our transfer process. Transferability is determined at Our sole discretion and may not be available.

#### **D. Renewability**

If You wish to renew coverage under this Plan, please contact Us or our authorised Device reseller directly prior to the expiration of Your current Term to initiate Our renewal process. Renewability is determined at Our sole discretion and may not be available.

### **Section X. General Terms**

- A. We or Administrator may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to You in doing so.
- B. We or Administrator is not responsible for any failures or delays in performing under the Plan that are due to events outside each of Our reasonable control.

- C. This Plan is only valid and eligible for purchase in the provinces and territories of Canada.
- D. In carrying out its obligations, either We or the Administrator may, solely for the purposes of monitoring the quality of its response, record part or all of the calls between You and Us or between You and the Administrator, as the case may be.
- E. You agree that the Administrator may collect and process data on Our behalf to facilitate repairs in accordance with the provisions of Section IX. Conditions Under Your Plan, Subsection A. This may include transferring Your data to affiliated companies or service providers in accordance with Administrator's Privacy Policy listed at [<https://servify.tech/privacy/>]. If You wish to have access to the information that Administrator holds concerning You or if You want to make changes, You may contact Administrator at [[ca.enterprisesupport@servify.tech](mailto:ca.enterprisesupport@servify.tech)].
- F. This Plan; including the terms, conditions, limitations, exceptions and exclusions, and Your Plan Confirmation constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.
- G. There is no informal dispute settlement process available under this Plan.
- H. 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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