

TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. “**Accident**” means a known and identifiable but unintended, sudden and unforeseen event.
- 1.2. “**Accidental Damage**” means any direct and accidental damage including damage, accidental destruction that is externally visible and which prevents the correct operation of the Protected Equipment, glass breakage, physical loss, damage, or destruction caused by an Accident.
- 1.3. “**Application**” means a self-contained program, web-based platform or piece of software as a service application designed to fulfil a particular purpose.
- 1.4. “**Addendum(s)**” means any addendum(s) or supplemental(s) executed and/or deemed accepted by the parties.
- 1.5. “**Agreement**” shall have the meaning prescribed in Clause 2.1 and shall include the Registration Form and any Addendum(s).
- 1.6. “**Agreement Effective Date**” means the date on which we exercised our discretion to vary, add, remove or amend the terms and conditions of this Agreement or any part thereof in accordance with Clause 13.4.
- 1.7. “**Authorised Agent**” means any person or entity expressed to be such in our website.
- 1.8. “**Defect**” means any failure in the functioning of any component(s) and any defect arising as a result of events that are covered under the Plan.
- 1.9. “**Extended Warranty Plan Package**” shall have the meaning prescribed in Clause 2.2.
- 1.10. “**Cooling-Off Period**” means the Coverage Period during which you shall not make any Service Request in respect of the Plan and we shall not accept any such Service Request from you.
- 1.11. “**you**” or “**your**” means the individual, sole proprietorship, partnership, company or entity named in our Registration Form whose application for Service(s) or any part thereof has been accepted and approved by us and who uses or intends to use the Service(s) (including his or its successors and permitted assigns) and anyone appearing to us to be acting with any of the said party’s authority or permission.
- 1.12. “**We**”, “**us**”, “**our**” or “**ours**” means e-Maintenance Sdn Bhd (Co. No. 801263-v) and its Authorised Agent.
- 1.13. “**Eligible Device**” means any electronic, communication or digital equipment that is expressly approved and accepted by us in writing.
- 1.14. “**Replacement Device**” means a device of the same make, storage and model (but not necessarily colour), or if the same make, storage and model is not in stock or the production for the Eligible Device is discontinued by the original equipment manufacturer, the replacement device will be a different model of similar feature, functionality and fair market price to the Eligible Device at the time of the Service

Request (but may not be the same brand or model), with the same operating system and will not be a model that is older than the Protected Equipment, which We provide to You in the event of a Defect of the Eligible Device. Replacement Device becomes Protected Equipment once it has been delivered to You.

- 1.15. **“Protected Equipment”** means the Eligible Device owned by You or Replacement Device provided by us. The Protected Equipment, designated by You at the time of enrolment and identified by the International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID), must be actively registered in our records.
- 1.16. **“Used Device”** means an Eligible Device where the original manufacturer’s warranty has expired.
- 1.17. **“New Device”** means an Eligible Device which is still under the coverage of the original manufacturer’s warranty.
- 1.18. **“Covered Product”** shall the meaning prescribed to it in Clause 7.2.
- 1.19. **“The Plan”** means a plan in which you have enrolled in which you are eligible for our Service(s) if the Protected Equipment experiences a Defect in the Extended Warranty Plan Package.
- 1.20. **“Effective Date”** means the date on which you successfully activated the plan.
- 1.21. **“The Coverage Period”** means the period during which the Plan is activated as specified under Clause 4.2.
- 1.22. **“Registration Form”** means your duly completed application form for registration to subscribe to the Service(s), which has been accepted and approved by us.
- 1.23. **“Service(s)”** means any repair and replacement services which we provide to you in accordance with the **Extended Warranty Plan Package**, including but not limited to repairing and, where relevant, replacing component parts of your Protected Equipment.
- 1.24. **“Service Request”** means the request for service that you file with us when your Protected Equipment suffers a Defect.
- 1.25. **“Privacy Notice”** means our privacy policy accessible at https://www.e-maintenance.com.my/ems/ew/PP_eWarranty.pdf.
- 1.26. **“e+W@App Mobile App”** means the mobile application downloadable at <https://apps.apple.com/ca/app/e-warranty/id1469862656> for iOS App Store, <https://play.google.com/store/apps/details?id=my.eplus.maintenance> for Android Play Store and <https://appgallery.huawei.com/app/C103838327> for HarmonyOS AppGallery.
- 1.27. **“e+W@App Certificate”** means the digital certificate generated and displayed in the e+W@App Mobile App upon completion of registration and successful activation of the Plan.
- 1.28. **“e+Warranty”** means the medium through which we deliver our Extended Warranty Plan Package.

- 1.29. **“Matters Beyond Our Reasonable Control”** means an act, omission or circumstance relied on by us as a matter beyond our reasonable control and these events are events which are not within our reasonable control (and We shall not under any circumstances be required to expend money or resources or do anything beyond its express obligations under this Agreement to exercise, retain or acquire such control), irrespective whether such events were foreseen at the time of execution of this Agreement including but not limited to acts of God, acts or omissions of Government, riots, acts of war, strike or lockout, acts of terrorism, epidemic, governmental regulations imposed or came into effect after the execution of this Agreement, earthquakes or other natural disasters and unforeseen occurrence, acts or omissions of persons or bodies for whom we or our Authorised Agent has no control over (including acts or omissions of third party suppliers, operators, service providers, contractors or agents whom we may use to perform any part of the Service(s), computer software malfunction, electrical power failure and/or interruption or disruption of the Network) and any other events which parties agree to be a matter beyond reasonable control, together with any impact, effect (including continuing effect) and consequences caused thereby.

2. GENERAL

- 2.1. These terms and conditions form part of the Registration Form at the time you applied for e+Warranty’s Extended Warranty Plan Package, which shall be read together. (collectively referred to as **“Agreement”**)
- 2.2. e+Warranty’s Extended Warranty Plan Package includes (collectively hereinafter referred to as **‘Extended Warranty Plan Package’**):
- 2.2.1. One Year Extended Warranty Plan (Plan Code: T&C #1 EW) (**“Plan A”**);
- 2.2.2. One Year Screen Crack Plan (Plan Code: T&C #2 SC) (**“Plan B”**);
- 2.2.3. One Year Screen Crack Protection Plan (One Time Fix) Plus Extended Warranty Plan (Extra If Apply) (Plan Code: T&C #3 SC+EW) (**“Plan C”**); and
- 2.2.4. One Year Extended Warranty Plan Plus One Time Fix or Valid Claim Screen Crack With/Without Accidental / Water Damage Protection Plan (Plan Code: T&C #3B EW+SC&A/WD) (**“Plan D”**).
- 2.3. This Agreement is not an insurance policy and provides no insurance coverage or insurance benefits to you. IT DOES NOT PROVIDE ANY GUARANTEE OR PROMISE RELATING TO THE NATURE OF THE MATERIAL, WORKMANSHIP OR PERFORMANCE OF THE **PROTECTED EQUIPMENT**.
- 2.4. When your Protected Equipment suffers a Defect, you must present your e+W@App Certificate at our service counter or any Authorised Service Centre before we can carry out any of our Service(s) and you must file your Service Request in a timely manner at our service counter or any Authorised Service Centre upon the occurrence of such defect suffered by your Protected Equipment.
- 2.5. Words importing the singular include the plural and vice versa and words importing one gender shall include all other genders.

- 2.6. Any reference(s) to any clause shall include its items, paragraphs and/or sub-clauses thereunder.
- 2.7. Headings are for ease of reference only and shall not affect the interpretation of this Agreement.

3. ENROLMENT

- 3.1. To be eligible for the Service(s), you must be at least 18 years old and have the ability to contract. On your application to us for the Service(s), we will verify to determine, at our discretion, if the Service(s) may be made available to you.
- 3.2. You must register to be eligible to enrol into the Plan upon purchasing the Plan, which must be done by completing the Registration Form on e+W@App Mobile App.
- 3.3. We reserve the right to refuse or decline to supply the Service(s) to you based on reasons which include your eligibility for the Service(s), the availability of the Service(s) and your compliance with our credit and registration requirements.

4. WHEN THE COVERAGE STARTS AND ENDS

- 4.1. You must activate the Plan within seven (7) days from the date of purchase of the Plan. If you choose to activate the Plan after the seven (7) days period, as measured from the purchase date of the Plan, unless specified otherwise in this Agreement, We reserve Our right to inspect Your Eligible Device prior to enrolment and to deny enrolment if it is found to be ineligible, as determined by Us in Our sole discretion.
- 4.2. The Plan will provide a coverage period of ONE (1) calendar year from the date of activation of the Plan. The end date of the coverage period will fall in the 12th month from the date of purchase of the Plan, which will be stated on the e+W@App Certificate. If there is any discrepancy or disputes with respect to the date(s) of the coverage period, the start date and end date of the coverage period that are expressly stated on the e+W@App Certificate will prevail. (“**the Coverage Period**”)

5. WHAT IS PROTECTED

- 5.1. If the Protected Equipment suffers a Defect during the valid Coverage Period of this Agreement, We will at our sole discretion either repair the Protected Equipment (if needed) with component part(s) of like, kind and quality with comparable features and functionality to the component part(s) of a new Protected Equipment OR replace the Protected Equipment with a Replacement Device. **THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT DEVICE WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES OR COLOR AS THE DEVICE OR EQUIPMENT BEING REPLACED. REPLACEMENT PART MAY BE REMANUFACTURED OR REFURBISHED, AT OUR SOLE DISCRETION.** In the event the Replacement Device You receive is remanufactured or refurbished, such Replacement Device shall be similar to Your Protected Equipment regarding functionality and features. Replacement Device is limited solely to a device and will not include any equipment accessories associated with the Protected Equipment. The Replacement Device becomes the Protected Equipment immediately upon delivery to You. If We replace Your Protected

Equipment under this plan, We reserve the right to take possession and ownership of Your defective Protected Equipment. You hereby assign and transfer to Us all rights and benefits of any manufacturer's warranty or other ancillary service relating to any Protected Equipment that We replace.

6. PLAN A (Plan Code: T&C #1 EW)

6.1. Plan A includes the repair and replacement of component parts for manufacturing defects of Protected Equipment arising from normal domestic use.

6.2. Exclusion

Subject to and/or in addition to the conditions under Clause 11, we will not repair or perform replacement of component parts for any Defect caused directly or indirectly, in whole or in part, by any of the following exclusions. The following events or occurrences are excluded regardless that any other cause or event contributes concurrently or in any sequence to the excluded event or occurrence.

6.2.1. Used Device

6.2.2. New Device that has passed the first year of its original manufacturer's warranty thereon

7. PLAN B (Plan Code: T&C #2 SC)

7.1. Plan B includes a one (1) time repair or replacement of component parts for **ONLY** screen crack damage on a Covered Product;

7.2. Limits

Subject to the conditions under Clause 7.3 herein, the Covered Product is an Eligible Device that fulfils all the following conditions: ("**Covered Product**")

a. **Brands:** Apple, Samsung, Huawei, Oppo or Vivo.

b. **Type:** smartphone only

c. **State:** New Device(within the first year of the original manufacturer's original warranty period)

d. **Packaging:** Comes in original packaging

e. **Use:** Domestic and personal use only.

f. **Certification:** the device must contain the legal certification mark from its original manufacturer and be certified for sale and use in Malaysia by the relevant authorities as required under the law.

g. **Warranty:** the device must have a valid warranty card at the time of purchase of the Plan.

7.3. Exclusion

Subject to and/or in addition to the conditions under Clauses 7.2 and 11, we will not repair or perform replacement of component parts for any Defect caused directly or indirectly, in whole or in part, by any of the following exclusions. The following events or occurrences are excluded regardless that any other cause or event contributes concurrently or in any sequence to the excluded event or occurrence.

- 7.3.1. Used Device
- 7.3.2. New Device that has passed the first year of its original manufacturer's warranty thereon

8. PLAN C (Plan Code: T&C #3 SC+EW)

8.1. Plan C includes the following protections:

- 8.1.1. a one (1) time repair or replacement of component parts for screen crack damage on an Eligible Device; and
- 8.1.2. the repair and replacement of component parts for manufacturing defects of an Eligible Device arising from normal domestic use.

8.2. Limits

8.2.1. New Device

Your New Device must have at least ONE (1) year of warranty with the original manufacturer and be in good working condition at the time you enrol into the Plan. You must enrol into the Plan within thirty (30) days from the date of purchase of your New Device. If you make a Service Request for the ONE-TIME screen crack damage under Clause 8.1.1 at any time within the original manufacturer's warranty period of the New Device upon enrolment, and your Service Request as such is accepted and approved by us, the protection under Clause 8.1.1 shall no longer be valid thereafter, but the protection as provided for under Clause 8.1.2 shall remain valid during the Coverage Period or the remainder of the first year of the New Device's original manufacturer's warranty period, whichever comes later, notwithstanding the validity of the protection against any screen crack damage in Clause 8.1.1 or the invalidity thereof.

8.2.2. Used Device

Your Used Device must be in good working condition at the time you enrol into the Plan. You must enrol into the Plan within thirty (30) days from the date of purchase of your Used Device. You hereby agree to a Cooling-Off Period of thirty (30) days upon complete activation of the Plan. We shall strictly not be liable to perform our obligations under this Agreement during the Cooling-Off Period. If you make a Service Request for the ONE-TIME screen crack damage under Clause 8.1.1 at any time during the Coverage Period, and your Service Request as such is accepted and approved by us, the protection under the Plan as stipulated under Clauses 8.1.1 and 8.1.2 shall no longer be valid thereafter.

8.2.3. Subject to Clause 8.2.1, after your enrolment into the Plan, if you do not make a Service Request during the first year of the original manufacturer's warranty period and the protection under Clause 8.1.1 has expired upon the end of the Coverage Period, the protection under Clause 8.1.2 shall be extended for a non-renewable, one-time-only period of ONE (1) year upon the expiry date of the Coverage Period of the Plan.

8.3. Exclusion

Subject to and/or in addition to the conditions under Clauses 8.2 and 11 herein, we will not repair or perform replacement of component parts for any Defect caused directly or indirectly, in whole or in part, by any of the following exclusions. The following events or occurrences are excluded regardless that any other cause or event contributes concurrently or in any sequence to the excluded event or occurrence.

- 8.3.1. New Device that has passed the first year of its original manufacturer's warranty thereon.
- 8.3.2. Value of the repair and/or replacement of component parts that exceeds Ringgit Malaysia Three Thousand (RM3000.00) only, which is determined by us at our sole discretion.

9. **PLAN D (Plan Code: T&C #3B EW+SC&A/WD)**

9.1. Plan D includes the following protections:

- 9.1.1. a one (1) time repair or replacement of component parts for screen crack damage, water damage or Accidental Damage on an Eligible Device;
- 9.1.2. the repair and replacement of component parts for manufacturing defects of an Eligible Device arising from normal domestic use; and
- 9.1.3. For water damage or Accidental Damage on a New Device beyond repair, a fee of Ringgit Malaysia Five Hundred Forty Nine (RM549.00) only to be payable to obtain a Replacement Device, subject to the conditions under Clauses 9.2 and 9.3 herein.

9.2. Limits

9.2.1. New Device

Your New Device must have at least ONE (1) year of warranty with the original manufacturer and be in good working condition according to our sole determination at the time you enrol into the Plan. You must enrol into the Plan within thirty (30) days from the date of purchase of your New Device. If you make a Service Request for the ONE-TIME screen crack damage under Clause 9.1.1 at any time within the original manufacturer's warranty period of the New Device upon enrolment, and your Service Request as such is accepted and approved by us, the protection under Clause 9.1.1 shall no longer be valid thereafter, but the protection under Clause 9.1.2 shall remain valid during the Coverage Period or the remainder of the first year of the New Device's original manufacturer's warranty period, whichever comes later, notwithstanding the validity of the protection against any screen crack damage under Clause 9.1.1 or the invalidity thereof.

9.2.2. Used Device

Your Used Device must be in good working condition according to our sole determination at the time you enrol into the Plan. You must enrol into the Plan within thirty (30) days from the date of purchase of your Used

Device. You hereby agree to a Cooling-Off Period of thirty (30) days upon complete activation of the Plan. We shall strictly not be liable to perform our obligations under this Agreement during the Cooling-Off Period. If you make a Service Request for the ONE-TIME screen crack damage under Clause 9.1.1 at any time during the Coverage Period, and your Service Request as such is accepted and approved by us, the protection under the Plan as stipulated under Clause 9.1 shall no longer be valid thereafter.

9.2.3. Subject to Clause 9.2.1, after your enrolment into the Plan, if you do not make a Service Request during the first year of the original manufacturer's warranty period and the protection under Clause 9.1.1 has expired upon the end of the Coverage Period, the protection under Clause 9.1.2 shall be extended for a non-renewable, one-time-only period of ONE (1) year upon the expiry date of the Coverage Period of the Plan.

9.3. Exclusion

Subject to and/or in addition to the conditions under Clauses 9.2 and 11 herein, we will not repair or perform replacement of component parts for any Defect caused directly or indirectly, in whole or in part, by any of the following exclusions. The following events or occurrences are excluded regardless that any other cause or event contributes concurrently or in any sequence to the excluded event or occurrence.

9.3.1. Used Device that suffered water damage or Accidental Damage.

9.3.2. Any damage to the Protected Equipment, whether or not mentioned herein, that is in our sole discretion determined by us to be beyond repair or in need of a Replacement Device unless the specified fee stipulated by us is paid for a Replacement Device.

9.4. We hereby reserve the exclusive right to change the fee(s) stated in Clauses 9.1.3 and 9.3.2 above at any time without any notice to you.

10. YOUR RESPONSIBILITIES AND OBLIGATIONS

In using our Service(s), you agree to:

- 10.1. provide all the supporting documents as required under the terms of this Agreement;
- 10.2. respond to our requests for information, including but not limited to the Protected Equipment's serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Protected Equipment, any error messages displayed, actions taken before the Protected Equipment experienced the issue and steps taken to resolve the issue;
- 10.3. comply with all relevant instructions from us, including but not limited to packing the Protected Equipment in accordance with shipping instructions given by us;
- 10.4. **BACK UP ALL THE SOFTWARE AND DATA RESIDING ON THE PROTECTED EQUIPMENT. WE OR OUR APPOINTED SERVICE PROVIDER MAY REINSTALL THE PROTECTED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES WHILE PERFORMING THE SERVICE(S), WHICH WILL RESULT IN THE**

DELETION OF ALL SOFTWARE AND DATA THAT RESIDE ON **THE PROTECTED EQUIPMENT**. DURING THE PERFORMANCE OF **OUR WORK** IN RESPECT OF **THE SERVICE(S)**, **WE OR OUR APPOINTED SERVICE PROVIDER WILL DELETE THE CONTENTS OF THE PROTECTED EQUIPMENT** AND REFORMAT THE STORAGE MEDIA. We may restore your Protected Equipment to its original factory configuration, subject to applicable software or hardware updates. We may install iOS or Android OS or Harmony OS updates as part of our work. Third party applications installed on the Protected Equipment may not be compatible or work with the Protected Equipment as a result of the iOS or Android OS or Harmony OS update. You will be responsible for reinstalling all other software programs, restoring your data and passwords upon completion of our work.

11. GENERAL EXCLUSION

Unless stated otherwise in this Agreement, we will not repair or perform replacement of component parts for any Defect caused directly or indirectly, in whole or in part, by any of the following exclusions. The following events or occurrences are excluded regardless that any other cause or event contributes concurrently or in any sequence to the excluded event or occurrence.

- 11.1. New Device that has passed the first year of its original manufacturer's warranty thereon.
- 11.2. Mechanical or electrical breakdown of the Protected Equipment;
- 11.3. a Plan that is not activated within 7 days from the date of purchase;
- 11.4. a Protected Equipment with the serial number, part number, proof of purchase, the warranty certificate or **e+W@App Certificate** that has been altered, defaced, destroyed or duplicated;
- 11.5. a Protected Equipment with removed or altered serial numbers, part number or the International Manufacturer's Equipment Identification (IMEI);
- 11.6. any damage or loss caused by the alteration, modification, repair and or maintenance of the Protected Equipment by any party not authorised by the original manufacturer or us;
- 11.7. Intentional Loss or Damage. Abuse, intentional acts or use of the Protected Equipment in a manner inconsistent with the use for which it was designed, intended or advised by the manufacturer or that would void the manufacturer's warranty.
- 11.8. Recall or Design Defect
- 11.9. Manufacturer's recall; or Error or omission in design, programming or system configuration.
- 11.10. Cosmetic Damage. Cosmetic damage, howsoever caused, that does not affect the manufacturer's intended use. This includes but is not limited to:
 - a. Cracking, marring or scratching;
 - b. Change in colour or other change in the exterior finish; and/or
 - c. Expansion or contraction.

- 11.11. Programming, Repair work. Programming, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining or performing any other work upon Protected Equipment that is intended to alter, improve, maintain or enhance the performance of the equipment.
- 11.12. Computer Virus. Computer Virus or any other malicious code or similar instruction that disrupts the normal operation of the Protected Equipment; and/or results in destruction of or unsuitability of data or programs stored in the Protected Equipment.
- 11.13. Voluntary Parting. Voluntary parting with Protected Equipment by you or by any person entrusted with the Protected Equipment, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence.
- 11.14. Intentional Loss or Damage. Abuse, intentional acts or use of the Protected Equipment in a manner inconsistent with the use for which it was designed, intended or advised by the manufacturer or that would void the manufacturer's warranty.
- 11.15. Failure to Mitigate. Failure by you to do what is reasonably necessary to minimise loss from a Defect and to protect the Protected Equipment from any further Incident.
- 11.16. Pollution. Involving pollutants.
- 11.17. Outside of Service Period.
 - a. A Defect that takes place before the device is Protected Equipment; or
 - b. A Defect that takes place after the Effective Date of cancellation of any enrolment.
- 11.18. Wear and Tear, Prior Damage. Normal wear and tear, gradual deterioration, any latent defect or any condition existing prior to the Effective Date.
- 11.19. Theft:
 - a. from any unattended premises;
 - b. of Protected Equipment left unattended in a public place or place to which the public had access at the time of theft;
 - c. malicious damage occurring at a primary or secondary school whilst in possession of a child; or
 - d. if the Protected Equipment is stolen from an unattended and unlocked vehicle, soft-top or open sided vehicles including watercraft, aircraft, train, or light rail.
- 11.20. Consequential loss or damage. Loss of use, consequential loss, or consequential damages of any kind.
- 11.21. Fraudulent Service Requests. If your proposal or declaration in purchasing this plan is untrue or misleading in any material aspect or if any Service Requests made by you is fraudulent or intentionally exaggerated or if any false or misleading declaration or statement is made in support thereof, then this Agreement shall be void and We shall not be liable to perform our obligations under this Agreement.

12. PERSONAL INFORMATION AND PERSONAL DATA

You expressly and knowingly consent and agree that we (including any third party vendor, or

representative through which we provide services under this Agreement) may handle or treat your Personal Data (as that term is defined within the Personal Data Protection Act 2010) in accordance with the requirements of the Personal Data Protection Act 2010. You further acknowledge and consent that, in providing the services hereunder, we may process, move, share and/or store your Personal Data subject to the requirements of the Personal Data Protection Act 2010.

13. OUR RIGHTS

- 13.1. We reserve the right to change the manners or methods by which we carry out our work in respect of the Service(s).
- 13.2. We reserve the right to change at our sole discretion your Protected Equipment's eligibility to receive a particular method of Service(s).
- 13.3. We reserve and you consent and acknowledge our right to replace at our sole discretion your Protected Equipment with one of a like kind and quality if your Protected Equipment is not repairable due to the whatsoever reason. You consent and acknowledge that the replacement for your Protected Equipment may be of lower retail value than your Protected Equipment's current and original retail values.
- 13.4. We are entitled at our discretion, from time to time, to vary, add to, remove or otherwise amend the terms and conditions of this Agreement or any part thereof. The prevailing terms and conditions of this Agreement and the Service(s) will be updated on our official website, whereby the terms and conditions on the official website will apply and supersede all previous versions. Any variations, additions or amendments will take effect on the date the variations, additions or amendments is posted on our official website, also termed as the "**Agreement Effective Date**". Your continued use of our Service(s) after the Agreement Effective Date of any changes to the terms and conditions of our Service(s) and/or Agreement will constitute unconditional acceptance by you of such variations, additions or amendments and you will be bound by the same. If you do not accept such changes, you must inform us in writing within fourteen (14) days from the Agreement Effective Date. You must terminate our Service(s) by giving us due notice within twenty-eight (28) days from the Agreement Effective Date, failing which you will be deemed to have accepted the changes without condition.
- 13.5. Termination of this Agreement by either you or us for any reason whatsoever does not prejudice any other rights, remedies or claims We may have against you under this Agreement or at law in respect of any antecedent breach by you of any provision of this Agreement, including the right of indemnities.
- 13.6. We hereby reserve the exclusive right to change the fee(s) stated in Clauses 9.1.3 and 9.3.2 at any time without any notice to you.
- 13.7. In addition to our rights as set out herein, you hereby acknowledge that we shall have the rights to take any appropriate action which we deem necessary and to pursue any legal action available to us to recover from you for any and all outstanding Charges, fees and/or cost (including cost on a Solicitor-Client basis and any cost incurred by us in relation to the recovery process) and/or if we become aware of any violation or breach of the terms of this Agreement, without further notice to you at any time.

14. MATTERS BEYOND OUR REASONABLE CONTROL

- 14.1. We will not be liable for delay or failure to perform our obligations under this Agreement caused by Matters Beyond Our Reasonable Control.
- 14.2. If our ability to perform its obligations under this Agreement or any part thereof is affected by Matters Beyond Our Reasonable Control:
 - 14.2.1. we shall be excused from performance of the obligations which are affected by Matters Beyond Our Reasonable Control during the time the Matters Beyond Our Reasonable Control is in effect or operative and such non-performance shall not be construed as a breach by us; and
 - 14.2.2. the time for performance of the obligations which are affected by Matters Beyond Our Reasonable Control (including performance of all other obligations which are consequentially affected) shall be extended or adjusted to take into account the full extent of disruption and impact caused by the Matters Beyond Our Reasonable Control.
- 14.3. We may terminate this Agreement, by giving you fourteen (14) days' written notice if the Matters Beyond Our Reasonable Control prevents us from performing and/or continuing our obligations for more than a period of sixty (60) days.

15. INDEMNITY

- 15.1. You undertake and agree to indemnify and hold us and our respective employees, directors, officers, suppliers, contractors and agents harmless from and against any and all claims, demands, actions, damages, loss, costs, charges, liabilities and expenses (including solicitor's fees and costs) of every nature directly and indirectly, arising out of or in connection with, including:
 - 15.1.1. any claims for libel, slander, invasion of privacy, infringement of patent, trademark, copyright, intellectual property right or other proprietary right, breach of confidence, breach of any law or regulation arising from or attributable to your Protected Equipment, data, use of Service(s) or your use of Our equipment howsoever arising;
 - 15.1.2. use of Service(s) by any person using your Log-on Details with or without your consent and/or authority;
 - 15.1.3. any non-compliance with or breach of any provisions of this Agreement by you;
 - 15.1.4. any negligent or wilful act by you or any of your officers, employees, directors, contractors or agents;
 - 15.1.5. any damage to property or personal injury (including death); and
 - 15.1.6. any act or omission by you or any unauthorised use or exploitation of the Service(s).

16. INTELLECTUAL PROPERTY

You will not use or permit the use of any of our Intellectual Property except for the purposes contemplated by the Service(s) provided to you or as permitted by us.

17. DISCLAIMERS AND LIMITATION OF LIABILITY

In the event of any error, omission or failure by us or our agents, vendors, representatives or service providers with respect to the Extended Warranty Plan Package or the Service(s) provided by us or our agents, vendors, representatives or service providers hereunder, our responsibility and liability and that of our agents, vendors, representatives and service providers shall be limited to the original price you paid for your Protected Equipment. This is your sole remedy for any errors, omissions or failure of us or our agents', vendors', representatives' or service providers' performance. Further, under no circumstances shall we or our agents, vendors, representatives or service providers be liable for economic losses, indirect, incidental, consequential, special, exemplary or punitive damages (even if we or our agents, vendors, representatives or service providers have been advised of or have foreseen the possibility of such damages), arising from the Plan or our or our agents', vendors', representatives' or service providers' performance under the Plan, or under any provision of the contract, such as, but not limited to, loss of revenue or anticipated profits or lost business. Except as otherwise expressly stated in this Agreement or required by law, we hereby specifically disclaim any and all conditions, representations or warranties, statutory, express or implied, regarding the Plan and Service(s) to be provided hereunder by us and our agents, vendors, representatives or service providers, including any implied warranty of title, merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.

18. ASSIGNMENT

We are entitled to assign with prior written notice to you, whether in whole or in part, the benefit of this Agreement or any of its rights or obligations hereunder.

19. LEGAL ACTION AGAINST US

No one may bring legal action against us under this Agreement unless and until there has been full compliance with all terms of this Agreement.

20. NOTICES

20.1. All communications and documents to be given by you to us under this Agreement must be in writing and sent to the following address:

C309, Block C, Kelana Square,
No. 17, Jalan SS7/26, Kelana Jaya 47301,
Petaling Jaya, Selangor Darul Ehsan

20.2. The communications and documents, including legal process, given by us to you or by you to us will be deemed to have been served if:

20.2.1. hand delivered, upon delivery, to the person and address of the person stated in the Registration Form or any Addendum(s) thereto; or

- 20.2.2. in the case of communication sent by us only, published in national daily newspapers in the main languages circulated generally throughout Malaysia.
- 20.3. In addition to Clause 20.2, the communications or notifications given by us to you will be deemed to have been served if:
 - 20.3.1. send via email, on the date of publication or such other date as may be stipulated on the said email text;
 - 20.3.2. sent by Short Message Service (SMS), upon transmission of the SMS; or
 - 20.3.3. published in our website, upon the date of publication or such other date as may be stipulated in the website notification.
- 20.4. Notwithstanding the above, We may determine, at our discretion, other forms of notification as we deem appropriate which shall be deemed to have been served upon the transmission or sending of such notification.
- 20.5. Pursuant to the Our Privacy Notice, you have given us your consent to receive from us, our agents and/or our strategic partners, from time to time any offer and/or marketing/promotional information or notices (be it by way of letter, leaflet, pamphlet, electronic mail, phone messages or any other means of communication) relating to any of our Service(s), products and/or equipment and that of our agents and/or strategic partners, unless you notify us otherwise.

21. SEVERABILITY

Should any part of this Agreement be or become invalid, that part shall be severed from this Agreement. Such invalidity shall not affect the validity of the remaining provisions of this Agreement which shall continue in full force and effect and be valid and binding on the parties.

22. FORCE MAJEURE

- 22.1. If by any reason of any event of force majeure, we are delayed in or prevented from or hampered in performing any of our obligations under this Agreement, then such delay or non-performance shall not be deemed to be a breach of this Agreement. In such an event, our obligations of the party so affected by the force majeure event shall be suspended during the period of such force majeure event.
- 22.2. For the avoidance of doubt, a force majeure event shall include, but shall, not be limited to acts of God, acts or omissions of any government or any rules, regulations or orders of any governmental authority or any officer, department, agency or instrument thereof, fire, storm, flood, earthquake, accident, acts of public enemy, war, rebellion, insurrection, riot, invasion, strikes, industrial disputes or lockouts, or anything regarded as being beyond our control.

23. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement will be governed by and construed in accordance with the Laws of Malaysia. You agree to submit to the exclusive jurisdiction of the Courts of Malaysia. Where any claims, proceedings, actions, suits or dispute arising or in connection with this Agreement is to be

commenced or adjudicated in the courts of Malaysia, We shall have the right to file any such action in any courts which has jurisdiction over the matter and you shall waive any objection on the ground of *forum non conveniens*.

24. SUSPENSION AND TERMINATION

You consent and acknowledge that the Plan shall be terminated immediately without any refund of the price paid for the Plan if any of the following events occur:

- 24.1. The expiry of the Coverage Period of the Plan; or
- 24.2. when the Protected Equipment has been repaired and or replaced subject to the terms herein; or
- 24.3. the disposal, subsequent sale, lost or repossession of the Protected Equipment by you; or
- 24.4. the unauthorised repair or modification of the Protected Equipment; or
- 24.5. upon our discovery of fraud or misrepresentation on your part; or
- 24.6. breach of any of the terms herein.

25. FRAUD AND/OR MISPRESENTATION

The protection provided by this Agreement is void if it is discovered subsequently or otherwise that you committed fraud or intentionally concealed or misrepresented a material fact concerning the Protected Equipment, your interest in the Protected Equipment, or a service requested under the Plan.

26. TRANSFER OR ABUSE OF YOUR PLAN

This plan is for your sole benefit only and any permitted transferee at our sole discretion. No rights or benefits will be given to any other third party under the Plan. With our express consent in writing you can transfer your Plan to a new owner of the Protected Equipment by providing to us the required details of the new owner. Your Plan cannot be transferred to any other equipment.