

## **Terms and Conditions of 365 SG with Your Purchase of Eligible Product**

Thank you for choosing 365 SG to protect with your Eligible Product (as defined below). 365 SG is a service contract providing administrative services in relation to repairs and/or replacement for one-time accidental screen crack. The administrative service and any benefit provided to the Product Owner, (hereinafter defined as "You") are subject to the terms and conditions specified below and the terms and conditions set out under a group insurance policy underwritten by Etiqa Insurance Pte Ltd. (the "**Insurance Policy**").

**365 SG IS NOT AN INSURANCE POLICY. IT IS A SERVICE CONTRACT PROVIDED BY V2Y Insurtech Pte Ltd ("V2Y") FOR THE REPAIRS AND/OR REPLACEMENT FOR ONE TIME ACCIDENTAL SCREEN CRACK. IT DOES NOT RELATE TO ANY GUARANTEE OR PROMISE RELATING TO THE NATURE OF THE MATERIAL, WORKMANSHIP OR PERFORMANCE OF YOUR ELIGIBLE PRODUCT. ANY PROTECTION OR COVERAGE UNDER THIS PROGRAMME IS PART OF THE INSURANCE POLICY.**

365 SG is not transferable. In the event an Eligible Product covered under 365 SG is replaced directly by the manufacturer due to manufacturer's recall, you must submit to V2Y the manufacturer's delivery receipt and serial number of the new product within 7 days of the replacement. All amounts paid for 365 SG is not refundable in any circumstances.

### **TERMS AND CONDITIONS**

The tax invoice together with these terms and conditions will form the entire agreement between V2Y (referred to herein as "**365 SG**" or "**Service Contract**") and You for 365 SG and in substitution for all previous agreements both written and oral between V2Y and You relating to the subject matter of these terms.

### **SERVICE REPAIR LOGIN FOR 365 SG SERVICE CONTRACT REPAIRS**

1. If the 365 SG coverage is in effect, CALL **+65 6653 7500** during office hours (Monday – Friday 9.00am – 6.00pm, excluding public holidays) to login your request for repair ("**Service Repair**"). Service Repairs without login will not be processed and will be declined. All repairs must only be carried out by the Authorized Repairer as directed by V2Y. Your service repair will be denied if you fail to notify V2Y within **3 days** from the accidental screen crack.
2. **365 SG Service Contract**, the **relevant tax invoice or receipt of your Eligible Product** and the **INITIAL Photo of the Device showing IMEI Number with NO screen crack** must be PRESENTED for all Service Repairs.
3. Consult your manufacturer's instructions to determine if the failure to operate is due to circumstances that may be corrected by yourself. If the nature of the defect is not covered by 365 SG Service Contract, you will be charged for the cost of the Service Repair. A diagnostic service fee will be imposed if you decide not to proceed with the Service Repair or when defect is found.

## COVERAGE

1. 365 SG provides a 1 (one) time administrative service for the repair or replacement of the one-time accidental screen crack of the Eligible Product for a period of 12 (Twelve) months commencing on the date of activation which must be within **14 (fourteen) days** from 365 SG purchase date.
2. This means that in addition to Manufacturer's Warranty period, the Eligible Product will have a total of 12 (Twelve) months coverage from the date of activation of the Product for One Time Accidental Screen Crack, as provided under the Insurance Policy.
3. 365 SG Service Contract covers the administrative services in relation to the repair or replacement of parts and labor for the Eligible Product (excluding any customization or personalization).

## PRODUCT ELIGIBILITY

"Eligible Product" means all eligible smartphones purchased in Singapore via authorized channel partners for **brand new Or used smartphone** not more than 12 months old from purchase date. (Photo of the smartphone showing the IMEI number with no screen crack on the eligible product is required during activation).

365 SG Service Contract may only be provided at point of sale upon purchase of an Eligible Product and only covers the Eligible Product which:

1. Is manufactured for use in Singapore;
2. Included at the time of purchase, the complete and original Manufacturer's Warranty which is valid in Singapore;
3. In the case of consumer products such as electronics and major appliances, the usage is limited to domestic and personal use only; and
4. 365 SG does not cover a Product utilized for commercial, rental or for-profit generation purpose, and does not cover a Product utilized in a multiple user organization or for commercial use in housing areas; and
5. Is contemplated under the provision of the Insurance Policy.

## EXCLUSIONS

1. Mechanical and/or electrical breakdown of product or such other exclusions as may be contemplated under the Insurance Policy.
2. Products not registered within 14 days from 365 SG purchase date will not qualify
3. Products with serial number and/or part number, proof of purchase, certificate, that has been altered, defaced, destroyed or duplicated.
4. Products with removed or altered serial numbers/part number/IMEI.
5. Damage or loss caused by the alteration, modification, repair or maintenance of the product by any party not authorized by the manufacturer.
6. Damage or loss caused willfully, recklessly, or intentionally.
7. Damage or loss caused by negligence or carelessness.

8. Damage or loss caused by fraud.
9. Damage or loss caused by sabotage.
10. Damage or loss caused by wear and tear, degeneration, rust, mold, discoloration or cosmetic defects including defects to paintwork or product finish.
11. Damage or loss that cannot be proved.
12. Damage or loss caused by including without limitation by earthquake, volcanic eruptions, tsunami.
13. Damage or loss caused by war, riots or uprising.
14. Damage or loss caused by the execution of legal rights by national or public bodies or any third party, seizure, requisition, and confiscation.
15. Damage or loss caused by nuclear fuel substances or radioactivity.
16. Damage or loss caused by computer viruses or any defect or any error in any software used upon or in association with the product.
17. Damage or loss caused by manufacturer's defects inherent in the product.
18. Damage or loss caused by wear and tear to cables, cord assembly, battery packs, display panels, adaptors, covers, buttons, speakers, computer keyboards and mouse.
19. Damage or loss of peripheral equipment or components that do not have independent functions. This includes, without limitation, equipment or components worn out through the use of the product and the accessories bundled or purchased separately with the product (including without limitation, the battery/charger/earphone).
20. Damage or loss caused by neglect, misuse, abuse, improper installation, improper usage or wrong electrical supply/voltage or Failure to operate the Product in accordance with the instructions provided.
21. Damage or loss caused by voltage converter and/or applying incorrect voltage to the product.
22. Damage of the product resulting from Over Running, Excessive Pressure, Short Circuiting, Self – Heating, Arching or Leakage of Electricity (Electrical Damages).
23. Damage of the product resulting from explosion or machinery breakdown.
24. Damage by fire, theft, burglary, neglect, misuse, or abuse. Acts of god including but not limited to earthquake, storm or tempest (wind), sand, water, flood, rising water, lightning, malicious damage, aircraft, vehicle impact, corrosion, battery leakage, power outages or surges, inadequate or improper voltage, or current, animal or insect infestation.
25. Damage or loss of the product function due to manufacturer design flaw or defect resulting to a manufacturer's product recall.
26. Appearance or structural items, such as housing, case or frame, decorative parts or parts designated to be replaced periodically during life of the product, add-on items, accessories or attachments, external wiring and cabling, battery chargers, racks, bins, knobs, handles, antennas, remote control.
27. Any software programs, whether provided with the product or installed subsequently. Any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation.

## **LIMITATION OF LIABILITY**

V2Y, will not, under any circumstances, extend to direct or indirect loss or injury to a person or loss or damage to property or any incidental contingent, special or consequential damages including but not limited to loss incurred due to any delay in rendering any services related to this Service Contract and/or loss of use during the period that your product is at an authorized repairer and/or while awaiting replacement parts.

Faulty parts and/or set must be returned to Repairer In any event, and notwithstanding anything contained in this Service Contract, in no circumstances shall V2Y be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses, or (ii) for any loss of data, profit, business, contracts, revenues, or anticipated savings, or (iii) for any special, indirect, or consequential damage of any nature whatsoever; in connection with performing replacements or repairs or the granting of store credits for Your Eligible Product or any other obligations under 365 SG. In any event, V2Y's liability to You in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with 365 SG Service Contract shall be limited to the replacement cost of one-time screen crack.

The coverage is limited to screen crack replacement only, in the event of catastrophic damage leading to replacement or in the event of multiple parts repairs, the device owner will be required to top up the difference in repair \ replacement costs. If the device owners decline the repairs \ replacement, a diagnostic fee will be applicable.

## **DATA STORAGE**

If Your Eligible Product is capable of storing data it is possible that repairing Your Eligible Product may result in the loss of your regular data. V2Y will not be liable for any loss of data or loss of use of the Eligible Product.

## **TERMINATION**

365 SG Service Contract shall terminate immediately without any service fee refund if any of the following events occur:

1. Upon expiry of the term of the Service Contract; or
2. When the Eligible Product has been repaired and/or replaced; or
3. Disposal, subsequent sale, lost or repossession of the Product; or
4. Unauthorized repair or modification of the Eligible Product; or
5. Discovery of fraud or misrepresentation; or
6. Violation of any of the terms and conditions of 365 SG Service Contract; whichever is earlier.

## **PERSONAL DATA PROTECTION ACT CONSENT**

In purchasing 365 SG, You hereby authorize Us and third parties authorized by us (including but not limited to contractors, insurers and agents) to collect, use and disclose personal data about You or about other persons furnished by You, now and in the future, for administrative and customer care purposes (together with such other information supplied to or obtained by Us separately) including: (i) to provide 365 SG or to investigate, assess and pay Service Repair fees under this Service Contract (ii) to provide You or other persons with information on products and services for marketing purposes; (iii) for market

research and (iv) tracking of sales data. We or Our third parties may contact You or these or these persons by post and telephone for these purposes. If there is any personal data relating to other individuals, You must have obtained prior consent from them (or if they are lacking in legal capacity, from their legal representatives, guardians or parents as the case may be) for Us and Our abovementioned third parties to collect, use and disclose their personal data for the above purposes, and as if they were You. All personal data You provide shall be accurate and complete, and You will inform Us of any changes to the personal data to Your knowledge as soon as practicable. If You agree, We may also contact You by e-mail, SMS text or fax for these purposes. You may opt out at any time allowing Us or Our agents to process your Information by writing to Us.