

**TERMS & CONDITIONS OF  
SCREEN SAVER CARE PLAN  
("TERMS")**

**Screen Saver Care Plan for Smartphone and Tablet ("Plan")**

**THIS IS A SERVICE CONTRACT PROVIDING ONE (1) TIME PICK-UP AND RETURN SCREEN CRACK REPAIR OR REPLACEMENT DUE TO ACCIDENTAL DAMAGE WITHIN MALAYSIA.**

**1) THE PLAN.**

By activating the Plan in accordance with these Terms, you hereby agree to be bound by these Terms. These Terms govern the ONE (01) Time Pick-Up and Return Screen Crack Repair or Replacement Services ("**Service**") caused by Accidental Damage within Malaysia provided to you by ENS Smart Solution Sdn Bhd (Company No.: 1296996-V) ("**Screen Saver**") under the Plan for Apple-branded, Samsung-branded, Xiaomi-branded, Huawei-branded, One Plus-branded, Realme-branded, Honor-Branded, Oppo-branded and/or Vivo-branded smartphone and tablet contained in its original packaging ("**Covered Product**") listed on your proof of coverage document ("**E-Certificate**"). For the purposes of this Plan, ENS is the purchasing body and has arranged the Plan through an insurance policy issued to ENS by Insurance Company.

**2) WHEN THE PLAN COVERAGE BEGINS AND ENDS.**

Coverage for the Plan begins from the date of activation of the Plan and ends on the 12<sup>th</sup> month from the purchase date of the device ("**Coverage Period**").

**3) WHAT IS COVERED?**

**3.1 ONE (01) Time Pick-Up and Return Screen Crack Repair or Replacement Services**

If during the Coverage Period, you submit a valid claim by notifying ENS via hotline or email that a screen crack incident happened due to accidental damage on your Covered Product, ENS will repair the Covered Product's screen, using new parts. If ENS exchanges the Covered Product, the title to the original product shall be transferred to ENS and the replacement product shall be your property and the coverage of the Plan shall be terminated immediately.

**3.2 Covered Product**

The Covered Product must be either an Apple-branded, Samsung-branded, Xiaomi-branded, Huawei-branded, One Plus-branded, Realme-branded, Honor-branded, Oppo-branded, or Vivo-branded smartphone and tablet that is contained in its original packaging. The Plan only covers a Covered Product which:

- (1) plan is purchased from ENS's Resellers and or Retailers;
- (2) must contain the certification mark from the original manufacturer of the Covered product under law and be certified for sale and use in Malaysia by the relevant certification agency as required under law;
- (3) has a warranty card that is valid in Malaysia included with the Covered Product at the time of purchase;
- (4) is used for domestic and personal use only;
- (5) shall not be used in any commercial, rental or for profit generation purpose within a multiple user organization or for commercial usage in residential areas.

#### 4) WHAT IS NOT COVERED?

The Plan does not apply to:

- (1) mechanical and or electrical breakdown of Covered product;
- (2) a Covered Product with the serial number, part number, proof of purchase, warranty certificate and or E-Certificate that has been altered, defaced, destroyed and or duplicated;
- (3) a Covered Product with removed and or altered serial numbers, part number and or IMEI;
- (4) any damage or loss caused by the alteration, modification, repair and or maintenance of the
- (5) Covered Product by any party not authorized by original manufacturer and or ENS;
- (6) any damage or loss caused by willfully, recklessly, or intentionally;
- (7) any damage or loss caused by negligence or carelessness;
- (8) any damage or loss caused by fraud;
- (9) any damage or loss caused by sabotage;
- (10) any damage or loss caused by wear and tear, degeneration, rust, mold, discoloration or cosmetic defects including defects to paintwork or product finish;
- (11) any damage or loss that cannot be proved in accordance with the requirements of the insurer;
- (12) any damage or loss caused by including without limitation by earthquake, volcanic eruptions, tsunami;
- (13) any damage or loss caused by war, riots or uprising;
- (14) any damage or loss caused by the execution of legal rights by national or public bodies or any third party, seizure, requisition, and confiscation;
- (15) any damage or loss caused by nuclear fuel substances or radioactivity;
- (16) any damage or loss caused by computer viruses or any defect or any error in any software used upon or in association with the Covered Product;
- (17) any damage or loss caused by manufacturer's defects inherent in the Covered Product;
- (18) any damage or loss caused by neglect, misuse, abuse, improper installation, improper usage or wrong electrical supply/voltage or failure to operate the Covered Product in accordance with the instructions provided by the manufacturer of the Covered Product;
- (19) any damage or loss caused by voltage converter and or applying incorrect voltage to the Covered Product;
- (20) any damage of the Covered Product resulting from over running, excessive pressure, short circuiting, self-heating, arcing or leakage of electricity (Electrical Damages);

- (21) any damage of the Covered Product resulting from explosion or machinery breakdown;
- (22) any 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;
- (23) any damage or loss of the Covered Product function due to manufacturer design flaw and or defect resulting to the original manufacturer's Covered Product recall;

## **5) MODE OF SERVICE DELIVERY**

ENS will provide the Services through picking up the Covered Product from the designated location address provided by you within Malaysia only. The Service will be performed by an appointed service provider and the Service shall be completed within Fourteen (14) days from the date of collection of the Covered Product from you, or such other time that shall be notified to you, whichever later. Once the Service is completed, we will notify you in writing and you shall provide the designated location address immediately for the return of your Covered Product.

ENS reserves the right to change the method by which ENS may provide repair or replacement service to you, and your Covered Product's eligibility to receive a particular method of service. The Service will be limited to the options available in the country where Service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Covered Product cannot be serviced in the country it is in.

## **6) YOUR RESPONSIBILITIES**

To receive the Services under the Plan, you agree to comply with the following:

- (1) provide all the supporting documents as required under these Terms;
- (2) respond to requests for information, including but not limited to the Covered product serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Product, any error messages displayed, actions taken before the Covered Product experienced the issue and steps taken to resolve the issue;
- (3) comply with instructions from ENS, including but not limited to refraining from packing the Covered Product in accordance with shipping instructions;
- (4) **BACK UP THE SOFTWARE AND DATA RESIDING ON THE COVERED PRODUCT. ENS AND OR ITS' APPOINTED SERVICE PROVIDER MAY REINSTALL THE COVERED PRODUCT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES WHILE PERFORMING SERVICE, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED**

ON THE COVERED PRODUCT PRIOR TO SERVICE. DURING SERVICE, ENS AND OR ITS' APPOINTED SERVICE PROVIDER WILL DELETE THE CONTENTS OF THE COVERED PRODUCT AND REFORMAT THE STORAGE MEDIA.

ENS will return your Covered Product as the Covered Product was originally configured, subject to applicable updates. ENS may install IOS or Android OS updates as part of service. Third party applications installed on the Covered Product may not be compatible or work with the Covered Product as a result of the IOS or Android OS update. You will be responsible for reinstalling all other software programs, data and passwords.

#### **7) LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENS AND ITS EMPLOYEES AND AGENTS AND ITS APPOINTED SERVICE PROVIDERS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY DIRECT OR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS INCURRED DUE TO ANY DELAY IN RENDERING ANY SERVICES RELATED TO THE PLAN AND/OR LOSS OF USE DURING THE PERIOD THAT YOUR COVERED PRODUCT IS UNDERGOING THE SERVICE AT ITS APPOINTED SERVICE PROVIDER AND/OR AWAITING FOR THE REPLACEMENT PARTS FOR THE COVERED PRODUCT, 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 ENS'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF ENS AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. ENS SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

ENS AT ITS SOLE DISCRETION, MAY REPLACE YOUR COVERED PRODUCT WITH ONE OF A LIKE KIND AND QUALITY IF THE COVERED PRODUCT IS NOT REPAIRABLE DUE TO THE PART BECOMING OBSOLETE OR BEYOND ECONOMIC REPAIR. DUE TO TECHNOLOGICAL ADVANCES, THE REPLACEMENT PRODUCT MAY BE OF LOWER RETAIL VALUE THAN THE ORIGINAL COVERED PRODUCT. REPLACEMENT PARTS WILL BE ORIGINAL OR THIRD PARTY ORIGINAL EQUIPMENT MANUFACTURER'S PARTS THAT PERFORM TO FACTORY SPECIFICATIONS OF THE COVERED PRODUCT AND SHALL BE DETERMINED AT ENS SOLE DISCRETION. FAULTY PARTS AND/OR DEVICES MUST BE RETURNED AND BECOMES THE PROPERTY OF ENS.

#### **8) DATA STORAGE**

If your Covered Product is capable of storing any user data, it is possible that repairing your Covered Product may result in the loss of your data regularly. ENS will not be liable for any loss of data or loss of use during the period that your Covered Product is undergoing the service at ENS and or its appointed service provider.

## **9) TERMINATION**

The Plan shall be terminated immediately without any refund of the price paid for the Plan if any of the following events occur:

- (1) expiry of the term of the Plan; or
- (2) when the Covered Product has been repaired and or replaced; or
- (3) the disposal, subsequent sale, lost or repossession of the Covered Product by you;  
or
- (4) the unauthorized repair or modification of the Covered Product; or
- (5) upon discovery of fraud or misrepresentation; or
- (6) breach of any of the Terms.

## **10) GENERAL**

- (1) ENS is not responsible for any failures or delays in performing under the Plan that are due to events outside of ENS's reasonable control.
- (2) This Plan is offered and valid only if you are a resident of a country in which ENS offers the Plan.
- (3) This Plan is not offered to persons who have not reached the age of 18. This Plan is not available where prohibited by law.
- (4) In carrying out its obligations ENS may, at its discretion and solely for the purposes of monitoring the quality of ENS's response, record part or all of the communications between you and ENS.
- (5) The terms of the Plan, including the original sales receipt of the Plan and the E- Certificate, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and ENS's entire understanding with respect to the Plan.
- (6) This Plan is offered and valid only in Malaysia. The laws of the Malaysia govern these Terms