

**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 MPS Telecommunication Sdn Bhd (Company No.: 690682-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, MPS is the purchasing body and has arranged the Plan through an insurance policy issued to MPS by **Liberty Insurance Berhad**. MPS is not the issuer of the Plan and does not guarantee any benefits under the Plan. You, however, are a beneficiary under the Plan. This means that subject to the terms and conditions, the claims relating to the Plan shall be covered and paid by **Liberty Insurance Berhad**.

Accidental Damage means an unforeseen event that causes a damage in particular screen crack, which is not the result of the deliberate or the negligent act of you.

The Plan is not transferable and or refundable in any circumstances. In the event, the Covered Product under the Plan is replaced directly by the original manufacturer due to original manufacturer's recall, you must submit to MPS the original manufacturer's delivery receipt and serial number of the new product within seven (7) days of the replacement.

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

You must activate the Plan within 7 days upon purchase. 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**"). To obtain your E-Certificate, register your Covered Product and your Plan's Activation Code with MPS via Screen Saver App (available in Apple's App Store or Google's Play Store). These Terms, the original sales receipt for your Plan and the Plan's E-Certificate are each part of your service contract with Screen Saver. The price of the Plan is contained in the original sales receipt.

### 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 MPS via Screen Saver App (available in Apple's App Store or Google's Play Store) that a screen crack incident happened due to accidental damage on your Covered Product, MPS will either (a) repair the Covered Product's screen, using new or refurbished parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Product's screen with a replacement product that is new or equivalent to new in performance and reliability, and is at least functionally equivalent to the original product. If MPS exchanges the Covered Product, the title to the original product shall be transferred to MPS and the replacement product shall be your property and the coverage of the Plan shall be terminated immediately. You are required to consult your Covered Product's original manufacturer for any technical support to determine if the failure to operate is due to circumstances that may be corrected by yourself.

#### 3.2 Covered Product

The Covered Product must be either an Apple-branded, Samsung-branded, Xiaomi-branded, Huawei-branded, OnePlus-branded, Realme-branded, Honor-branded, Oppo-branded, or Vivo-branded smartphone and tablet that is contained in its original packaging. Further, the Plan must be activated within 7 days upon purchase of the Plan and the Plan only covers a Covered Product which:

1. is purchased from the authorized distributor of the Covered Product and the Plan is purchased from MPS's Authorized Distributors, 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;  
and
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?

##### 4.1 The Plan does not apply to:

1. mechanical and or electrical breakdown of Covered Product;
2. a Covered Product that is not registered within 7 days from date of purchase;
3. 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;
4. a Covered Product with removed and or altered serial numbers, part number and or IMEI;
5. any damage or loss caused by the alteration, modification, repair and or maintenance of the Covered Product by any party not authorized by original manufacturer and or MPS;
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 wear and tear to cables, cord assembly, battery packs, display panels, adaptors, covers, buttons, speakers, computer keyboards and mouse;
19. any 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 Covered Product and the accessories bundled or purchased separately with the Product (including Battery/Charger/Earphone);

20. 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;
21. any damage or loss caused by voltage converter and or applying incorrect voltage to the Covered Product;
22. any damage of the Covered Product resulting from over running, excessive pressure, short circuiting, self-heating, arcing or leakage of electricity (Electrical Damages);
23. any damage of the Covered Product resulting from explosion or machinery breakdown;
24. 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;
25. 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;
26. appearance or structural items, such as housing, case or frame, decorative parts or parts designated to be replaced periodically during life of the Covered Product, add-on items, accessories or attachments, external wiring and cabling, battery chargers, racks, bins, knobs, handles, antennas, remote control; or
27. any software programs, whether provided with the Covered Product and or installed subsequently. Any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation.

## **5) HOW TO OBTAIN A SERVICE?**

You may obtain the Services by accessing the Screen Saver mobile app via Screen Saver app (available in Apple's App Store or Google's Play Store) by providing your Covered Product's E-Certificate Number, Serial and or IMEI Number, Proof of Damage, address of the Pick-Up location, Details Description on the Nature of Damage, the original sales receipt of your Covered Product and your Plan and Declaration of terms & conditions.

1. Visit Mobile App (Screen Saver)
2. Sign in
3. Select My Card and click on Submit Claim
4. Fill in Claim Form/Incident Report/Submit Damage Photos/Sign and Submit

## **6) MODE OF SERVICE DELIVERY**

MPS 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.

MPS reserves the right to change the method by which MPS 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.

## **7) YOUR RESPONSIBILITIES**

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

- (a) provide all the supporting documents as required under these Terms;
- (b) 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;
- (c) comply with instructions from MPS, including but not limited to refraining from packing the Covered Product in accordance with shipping instructions;
- (d) **BACK UP THE SOFTWARE AND DATA RESIDING ON THE COVERED PRODUCT. MPS 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, MPS AND OR ITS' APPOINTED SERVICE PROVIDER WILL DELETE THE CONTENTS OF THE COVERED PRODUCT AND REFORMAT THE STORAGE MEDIA.**

MPS will return your Covered Product as the Covered Product was originally configured, subject to applicable updates. MPS 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.

**8) LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MPS 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 MPS'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF MPS AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. MPS 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.

MPS 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 MPS SOLE DISCRETION. FAULTY PARTS AND/OR DEVICES MUST BE RETURNED AND BECOMES THE PROPERTY OF MPS. ADDITIONAL TRANSPORT FEES ARISING FROM ANY FAILURE TO PICK-UP OR RETURN THE DEVICE IN ACCORDANCE WITH CLAUSE 6 WILL BE BORNE BY YOU. ANY SUCH REPLACEMENT WILL IMMEDIATELY TERMINATE THE PLAN.

**9) 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. MPS 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 MPS and or its appointed service provider.

## 10) TERMINATION

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

- (a) expiry of the term of the Plan; or
- (b) when the Covered Product has been repaired and or replaced; or
- (c) the disposal, subsequent sale, lost or repossession of the Covered Product by you; or
- (d) the unauthorized repair or modification of the Covered Product; or
- (e) upon discovery of fraud or misrepresentation; or
- (f) breach of any of the Terms.

## 11) GENERAL

- (a) MPS 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) MPS is not responsible for any failures or delays in performing under the Plan that are due to events outside of MPS's reasonable control.
- (c) This Plan is offered and valid only if you are a resident of a country in which MPS offers the Plan. This Plan is not offered to persons who have not reached the age of 18. This Plan is not available where prohibited by law.
- (d) In carrying out its obligations MPS may, at its discretion and solely for the purposes of monitoring the quality of MPS's response, record part or all of the communications between you and MPS.
- (e) 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 MPS's entire understanding with respect to the Plan.
- (f) You must purchase and activate the Plan while your Covered Product is within the original manufacturer's One Year limited warranty. MPS is not obligated to renew this Plan. If MPS does offer a renewal, it will determine the price and terms.
- (g) With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with these Terms, each party submits to the exclusive jurisdiction of the courts of Malaysia.
- (h) This Plan is offered and valid only in Malaysia. The laws of the Malaysia govern these Terms.