

## COMPASIA EXTENDED WARRANTY PROGRAMME TERMS AND CONDITIONS (MACBOOK & IMAC WARRANTY PROGRAMME)

This **COMPASIA MACBOOK EXTENDED WARRANTY PROGRAMME** (“**Programme**”) is provided to you by CompAsia Sdn. Bhd. (Registration No. 201201022161 (1006653-T)) (“**CompAsia**”) and is subject to this Programme terms and conditions (“**T&C**”).

### 1. DEFINITIONS

- 1.1 **Acceptance Date** means the date when the Call Centre accepts your Service Request during Business Hours.
- 1.2 **Courier** means a person or an entity appointed by CompAsia to collect the Registered Device from you for the Repair and/or return the Repaired Device to you after the Repair services in accordance with the Programme. Subject to changes by CompAsia from time to time, the appointed Courier are as follows:
  - (a) Line Clear
  - (b) Tahira
  - (c) GDex
  - (d) CompAsia in house despatch.
- 1.2 **Customer** means a person who reaches the legal age according to the Malaysia laws, having a valid National ID and resides in Malaysia (1) who has purchased the Eligible Device via CompAsia’s Website or Retail Store (as the case may be), and (2) seeks to subscribe to the Programme.
- 1.3 **“You”** and **“your”** means the Customer who has successfully subscribed to the Programme.
- 1.4 **Device** means a device generally known as laptop, notebook computer or desktop computer that has operating system, a display screen, storage drive and supports one or more wireless network connectivity options and is operated using keyboard. It does not include any Device Accessory.
- 1.5 **Device Accessory** means anything that is either provided by the OEM with a Device or sold separately to be used in conjunction with a Device. It includes batteries, hard drive, adapters, boxes and cables.
- 1.6 **Eligible Device** means Device known as “MacBook” or “iMac”, carrying the brand of “**Apple**”, available for purchase at CompAsia's Website and Retail Stores.
- 1.7 **Hardware Modification** means any modification made to a Device’s hardware not undertaken or authorised by the OEM.
- 1.8 **Modification** means Software Modification or Hardware Modification or both.
- 1.9 **National ID** means a valid identification document issued by the government of Malaysia.

1.10 **OEM** means the original manufacturer of a Device.

1.11 **Registered Device means:**

- (a) an Eligible Device that (1) you purchased from the Website or Retail Store; (2) you successfully subscribed into this Programme; and (3) the Eligible Device's unique serial number has been registered in CompAsia's records at the time of purchase; or
- (a) the Repaired Device received by you from CompAsia following to a successful Service Request and the related unique serial number details have been registered in CompAsia's records.

1.12 **Repaired Device** means (1) the Registered Device returned to you after undergoing the Repair services due to the Service Request; or (2) a replacement Device provided to you to replace the Registered Device, subject to clause 10.3 of this T&C.

1.13 **Retail Store** means CompAsia retails stores, including the list of location indicated as "Retail Store" at <https://shop.compasia.com/pages/compasia-locations>, subject to changes by CompAsia from time to time.

1.14 **Software Modification** means modification made to a Device's operating system not undertaken or authorised by the OEM and includes "jail-breaking" and "rooting".

1.15 **Standard Warranty** means warranty of the Device against defects in materials and workmanship when used normally in accordance with OEM's published guidelines.

1.16 **Term of Subscription** means a fixed extension period of the Initial Warranty Period from one (1) month to either six (6) months or twelve (12) months period in total from the Effective Date which you may opt during the purchase of the Registered Device.

1.17 **Website** means CompAsia's website which can be found at <https://shop.compasia.com>.

## 2. TERMS, ACCEPTANCE AND INTERPRETATION

2.1 This T&C set out the terms and conditions in relation to your subscription to the Programme to extend the one (1)-month Standard Warranty from the date of purchase of the Registered Device ("**Initial Warranty Period**") and your use of the Services (hereinafter defined) in this Programme.

2.2 By applying, subscribing, purchasing or using the Programme, you hereby acknowledge that you have fully read and understood this T&C, and agree to bound by the terms and conditions contained in this T&C which may be amended by CompAsia from time to time at its sole discretion.

## 3. THE PROGRAMME

3.1 Upon the successful subscription of this Programme, unless otherwise notified by CompAsia, it will enable you to enjoy the extension of the Initial Warranty Period to the Registered Device from one (1) month to either six (6) or twelve (12) months period in total commencing from

the date of purchase of the Registered Device ("**Effective Date**") subject to the terms and conditions in this T&C ("**Subscription**").

- 3.2 To be eligible for the Subscription, the Customer must have first purchased one (1) Eligible Device from the Website or Retail Store and subsequently apply to subscribe to the Programme under the Customer's name and subject to the payment of applicable fees and approval by CompAsia under this T&C. For the avoidance of doubt, the Customer's name referred to in the application for subscription to this Programme shall be the Customer's name as per the Customer's National ID (hereinafter defined).
- 3.3 Subject to this T&C, the Subscription to this Programme provides you with an extension period of Initial Warranty Period for your Registered Device during the Term of Subscription, whereby you will be entitled for the following:
- (i) you may request for repair services for the Registered Device against the defects in materials and workmanship when used normally in accordance with OEM's published guidelines ("**Repair**");
  - (ii) subject to Clause 3.3(i), CompAsia may collect the Registered Device from you for the Repair works.

Sub-clause (i) and (ii) above shall collectively be known as the "**Services**".

- 3.4 You may enter into multiple Subscription into the Programme if you (i) purchased more than one (1) unit of Eligible Device with CompAsia and (ii) may only subscribe each one (1) Eligible Device with different mobile number to this Programme, in which case, each Eligible Device shall be respectively subscribed and governed under different Subscription in accordance with this T&C.
- 3.5 Subject to payment of the Product Fee and such other applicable payment for this Programme and receipt of the same by CompAsia, the Customer's application to subscribe for the Programme shall be approved within seven (7) days from the Customer's application ("**Application Period**") and the Subscription shall be effect from the Effective Date, unless CompAsia notifies the Customer to his/her designated email or phone number within the Application Period that the Customer's application for the Programme is unsuccessful.

#### 4. FEE

##### 4.1 Product Fee

To subscribe into this Programme and for each Subscription under this Programme, the Customer shall be required to pay a fee, and such fee shall be received by CompAsia, amount of which is as set out in the table below based on the Registered Device's Retail Recommended Price (RRP) ("**Product Fee**"):

Device RRP	Product Fee	
	6 Months Coverage	12 Months Coverage
1500 - 2000	MYR 180.00	MYR 324.00
2000 - 3000	MYR 250.00	MYR 450.00
3001 - 4000	MYR 350.00	MYR 630.00
4001 - 5000	MYR 450.00	MYR 810.00
5001 - 6000	MYR 550.00	MYR 990.00
6001 - 7000	MYR 650.00	MYR 1,170.00
7001- 8000	MYR 750.00	MYR 1,350.00
8001- 9000	MYR 850.00	MYR 1,530.00
9001 - 10000	MYR 950.00	MYR 1,710.00
10,001 - 11,000	MYR 1,050.00	MYR 1,890.00

- 4.2 SST – Any tax including but not limited to SST/GST will be collected with the applicable Product fees under this provision.

## 5. SERVICE REQUEST

- 5.1 During the Term of Subscription, you may make a service request to claim for the Services for your Registered Device under this Programme (“**Service Request**”) by contacting the CompAsia’s call centre via email at [deviceservice@compasia.com](mailto:deviceservice@compasia.com) during Business Hours as stipulated in Clause 13.1 (“**Call Centre**”).
- 5.2 Criteria and rejection – Your Service Request may be rejected by CompAsia if:
- (a) any of the eligibility criteria in this T&C is not met;
  - (b) the Device that you tendered for the Service Request is not the Registered Device where the make, model and/or unique serial number (or IMEI) of the Device does not correspond to that of the Registered Device in CompAsia’s records;
  - (c) your Service Request have previously been rejected or your Subscription for the relevant Registered Device have been terminated in CompAsia’s records;
  - (d) the Registered Device is reported lost;
  - (e) the Registered Device is found to be suffered from any additional damage that is not disclosed during your initiation of Service Request and such damage is not eligible for repair services in accordance with Clause 6 of this T&C;
  - (f) the condition of the Registered Device is not eligible for the repair services in accordance with Clause 6 of this T&C; or
  - (g) for any other reason in CompAsia’s sole discretion.
- 5.3 The Call Centre will only accept your Service Request if:
- (a) the unique serial number of the Registered Device, your name, mobile phone number and National ID under which the account is active are correct and correspond with the information you have submitted for the Service Request;
  - (b) you have provided all information as requested by CompAsia;
  - (c) CompAsia reasonably believes that you have not transferred, retailed, sold, or hired your Registered Device to any third party;

- (d) the Service Request is not for a Device Accessory;
- (e) the Registered Device has not been the subject of Modification; and
- (f) CompAsia reasonably believes that you are not using the Programme and/or Service in a manner which is, or is reasonably believed to be, fraudulent, illegal, or related to any criminal activity; or intended to make a commercial gain.

You will be notified if your Service Request is not accepted for any of the above reasons at any time in which case, the Service Request will be denied and the Registered Device will be promptly returned to you if the Registered Device has been collected by CompAsia.

- 5.4 Your entitlement to make the Service Request commences from the Effective Date until the expiry of the Term of Subscription or termination of the Programme, whichever is earlier.
- 5.5 Information - When you make a Service Request, you are not required to establish that your Registered Device is not broken, damaged or that any analogous event has occurred.

## **6. NON-ELIGIBILITY FOR WARRANTY**

- 6.1 Unless expressly provided for, the scope of the Services and the Standard Warranty under this Programme shall not include repair services, and CompAsia shall not honor the Service Request requesting for repair, relating to:
  - (i) battery of the Registered Device;
    - (a) the repairing of battery of any Registered Device; and
    - (b) for repairing of any defect and/or deterioration to the battery caused by normal wear and tear that requires periodic repairs and replacements including in particular, defect related to battery health.
  - (ii) water resistant seal
    - (a) any replacement or repair of the Registered Device for any liquid damage or damage due to the water/dust resistance seal being broken including but not limited to any claim made for dust removal; and
    - (b) in the event of CompAsia performing the repair of the Registered Device which requires changing the LCD of the Registered Device, you hereby acknowledge and agree that it is not the responsibility of CompAsia and CompAsia shall not guarantee that the Registered Device will remain resistant towards any liquid and dust.
  - (iii) other form of damage, including but not limited to:
    - (a) Cosmetic damage – any scratches, dent and broken plastics on ports of Registered Device;
    - (b) Third Party damage – damage on Registered Device due to third party products or component that does not meet with OEM’s specifications;
    - (c) Damage due to accident – damage on Registered Device due to accident, abuse, misuse, fire, earthquake or any external cause;
    - (d) Fair wear and tear – damage to Registered Device due to normal aging of the Registered Device.

The list of non-eligibility as contained in Clause 6.1 is non-exhaustive and CompAsia may amend the list from time to time.

## 7. PACKAGING PREPARATION (PROCESS TO RETURN REGISTERED DEVICES FOR SERVICE)

- 7.1 Preparation – You must turn off any personal lock security feature before handing over your Registered Device to CompAsia for the Repair services.
- 7.2 Device data – You shall be solely responsible for all data stored in your Registered Device and you shall delete and/or make a back-up all data from the Registered Device before its collection by CompAsia. CompAsia shall not be held responsible or liable for any data that you have not deleted and/or removed from the Registered Device. In the event of any loss, misappropriation of or damage to any data or information remain stored in the Registered Device, you agree not to hold CompAsia responsible or liable for any such damage to you.

## 8. DELIVERY

- 8.1 Address in Malaysia – For the purpose of the delivery and collection of Registered Device by Courier for the Services (“**Delivery**”), you must provide to CompAsia with your registered or billing address located in Malaysia which you shall have indicated during your application to this Programme (“**Registered Address**”). CompAsia shall not arrange for Delivery to collect the Registered Device from a location other than the Registered Address such as a post office box, public transportation station, shopping centre, car park or any other public place. Any request for the Delivery to be made at such a location other than the Registered Address shall be subject to CompAsia’s sole discretion, and CompAsia shall not be responsible for any failure of Delivery due to a reason attributable to you.
- 8.2 “Service Timeline” – The end-to-end Service timeline would take an average of 10 workings days from the collection of Registered Device from you to the date that the Repaired Device has been delivered to you.
- 8.3 Costs – Any Delivery for the Services will be made at no additional charge to you subject to two attempts of Delivery at the Registered Address (“**Attempts**”). However, if the Delivery is not successfully made after two (2) Attempts for whatsoever reason that is attributable to you, you agree that any further attempt for the Delivery shall be subject to a fee, which shall be notified by CompAsia and be fully paid by you in advance via Online Bank Transfer prior to any further attempt for Delivery. You further agree that CompAsia shall not be held liable for any damages arising from your delay and/or failure as set out in this Clause 8.3.
- 8.4 Incorrect Device
- (a) If the information on the make, model or unique serial number of the Device that you submitted upon making the Service Request does not correspond to that of the Registered Device, the Service Request shall be rejected.
  - (b) If the Device that you returned to CompAsia was not the Registered Device at the time we receive it, we will return the Device to you and the Service Request shall be denied and rejected.

- (c) Failure to disable locking – If CompAsia discovers that you did not turn off the personal lock security feature of the Registered Device that CompAsia collected from you, CompAsia shall deliver the Registered Device to you, in which case, you agree that all cost incurred from the delivery under this sub-clause (c) shall be fully borne by you.

8.5 Warranty – In the event where a Repair service has been rendered by CompAsia on your Registered Device, you are entitled to a one (1) month warranty for your Registered Device for the relevant Repair work rendered from the date of completion of Repair.

8.6 Acknowledgement

- (a) At the time of the Delivery of the Repaired Device to you, CompAsia may require you to sign an acknowledgment or confirmation form. In which case, you shall sign the acknowledgement or confirmation form to receive the Repaired Device and the acknowledgment or confirmation form requires you to acknowledge that you have been provided with the opportunity to inspect the Repaired Device upon delivery of the Registered Device to you.

## 9. TERM AND TERMINATION

9.1 The Programme will be made available to you starting from the Effective Date until the expiration of your Term of Subscription, unless terminated under Clause 8.2.

9.2 Termination by CompAsia – CompAsia may terminate your Subscription with immediate effect if CompAsia reasonably believes that:

- (a) you are using the Programme and/or Services (whether intentionally or not) in a way that may adversely impact the reputation of CompAsia;
- (b) you are using the Programme and/or Service in a manner which is, or is reasonably believed to be, fraudulent, illegal, unlawful or related to any criminal activity; or intended to make a commercial gain;
- (c) you have breached, or are likely to breach, this T&C or have engaged in cheating;
- (d) you are or may become bankrupt or unable to pay your debts as they fall due;
- (e) you have provided CompAsia with incorrect, false, incomplete or misleading information;
- (f) you are likely to create imminent harm or harass or are abusive to any personnel of CompAsia and its service providers, sub-contractors and agents;
- (g) you have transferred, sold, displayed for sale, or let on hire the Registered Device; or
- (h) for any other reason at CompAsia's sole discretion.

9.3 Consequences of termination

- (a) No refund – You shall not be refunded with any part of the Product Fees that you have paid.
- (b) No reactivation – If the Programme and/or Service has been terminated for a Registered Device, the Programme and/or Service cannot be reactivated for that Registered Device.
- (c) Service Requests – If you have made a Service Request which is not fulfilled as at the time of the termination, the Service Request may be cancelled.

## 10. REPAIRED DEVICE

- 10.1 Notwithstanding the parts used for the Repair of the Registered Device, CompAsia shall only warrant the functionality of the Registered Device according to Clause 8.5.
- 10.2 To the maximum extent permitted by law, CompAsia's liability to perform the Services shall be limited to valid Service Request that is made in accordance with this T&C and the total cost arising from the performance of the Services shall not exceed the purchase price of the Registered Device at the time of purchase at Website or Retail Store ("**Limit of Damages**").
- For the avoidance of doubt, any cost arising from the performance of the Services during the Term of Subscription shall accumulate to contribute to amount of the Limit of Damages.
- 10.3 Subject to this T&C, in the event the cost of performance of Services exceeds the Limit of Damages or CompAsia is not able to perform the Services, CompAsia may, on its sole discretion, offer a replacement Device which is either (1) the same make and model to your Registered Device; or (2) a different make and model to your Registered Device which has similar value to the purchase price of your Registered Device as the Repaired Device to you.
- 10.4 You hereby agree that CompAsia has fully discharged its obligation to perform its Services under this Programme by offering the Repaired Device in accordance to clause 10.3 notwithstanding the said offer is accepted by you or otherwise.

## 11. DATA PRIVACY

- 11.1 You hereby confirm that you have read, understood and agreed to the assessment, use, processing, and/or disclosure of your personal data in accordance to CompAsia's privacy policy published on its website at <https://shop.compasia.com/pages/privacy-policy> and/or such other hyperlink as may be notified by CompAsia ("**Privacy Policy**").
- 11.2 You also agree that by applying for or using the Programme and Service, you have read, understood and have agreed to this T&C and hereby have provided your consent to CompAsia (including but not limited to its officers, employees, and authorized third parties):
- (i) to assess, use, process and/or disclose your personal data collected from you for the purposes of:
    - 1. assessing your eligibility to subscribe, and continue to be subscribed, for the Programme or use the Services;
    - 2. providing you with the Programme and/or Services;
    - 3. generating aggregated and non-personally identifiable data sets;
    - 4. allowing direct and indirect contact with you in connection with the Programme and/or Service; and
    - 5. managing commercial risks, and preventing, detecting, and investigating suspected illegal activity, fraud, or disputes.(collectively be referred to as the "**Purposes**")
  - (ii) to disclose your personal data in accordance to the Purposes to any relevant governmental and/or regulatory authorities where legally required; and



(iii) to store, host, retain, disclose, and/pr process your personal data to any appointed service provider, affiliates, partners, subsidiaries and associated companies of CompAsia and/or otherwise relevant third parties either located within or outside of Malaysia for the Purposes or for any other purpose specified in the Privacy Policy.

11.3 You also hereby agree that CompAsia (including its respective directors, officers, members, servants or agents) are absolved and you shall hold them harmless from all liability however arising from the consent mentioned herein, the performance of any/all activities stated above by CompAsia and their subsequent disclosure of any information relating to you for the Purposes or for any other purposes specified in the Privacy Policy.

## 12. MISCELLANEOUS

12.1 Subject to change, withdrawal, termination and suspension – The terms and conditions of the Programme and/or this T&C shall subject to change (withdrawal, discontinue, modification, termination or suspension any part or all of the Programme) at any time at CompAsia’s sole discretion. CompAsia shall notify you of the changes through the Website, and you hereby acknowledge that it is your responsibility to check the Website from time to time for any update or changes to this T&C and if you continue your Subscription after such changes are notified, you will be deemed to have agreed to those changes.

12.2 Service providers, contractors and third parties – CompAsia may appoint any third party to provide the Programme and/or Service on its behalf.

12.3 Governing law – This Programme shall be governed by and construed in accordance with the laws of Malaysia.

12.4 Entire agreement – You hereby agree and accept that the prevailing CompAsia terms & conditions available at Website or such other link as may be notified to you (“**General Terms**”) apply. This T&C are in addition to the General Terms and both this T&C and the General Terms are applicable to the relationship between CompAsia and you. In the event of inconsistency between this T&C and the General Terms, this T&C prevail.

12.5 General indemnity – In no event will CompAsia, be liable to you or anyone else for any indirect, special, exemplary or consequential damages, or any damage arising out of or in connection with your access, use of, or your inability to access or use the Programme and/or Services or the performance or non-performance of the Programme and/or Services.

12.6 Promotions – CompAsia may from time to time offer promotions relating to the Programme. Any such promotion shall be governed by the terms and conditions attached thereto by CompAsia, and by this T&C to the extent that the promotion’s terms and conditions are silent. In the event of any conflicts between a promotion’s terms and conditions and this T&C, this T&C prevail.

12.7 Whenever applicable, under no circumstances shall the appointed merchant be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including without limitation any direct or indirect damages for loss of profits, business interruption or loss of information) resulting or arising directly or indirectly from or in connection

with (i) your use or inability to use the Services or Programme; (ii) your reliance on the information and material on the Website; and/or (iii) the T&C.

### **13.ENQUIRIES**

- 13.1 If you have any queries, complaints, claims or feedback regarding the Programme, please email CompAsia at [deviceservice@compasia.com](mailto:deviceservice@compasia.com) between Monday to Friday, excluding National Public Holidays, from 9.00am to 6.00pm ("**Business Hours**").