

COMPASIA DEVICE WARRANTY PROGRAMME TERMS AND CONDITIONS

1. TERMS, ACCEPTANCE AND INTERPRETATION

- 1.1 These terms and conditions (**Terms**) set out the agreement between you and **CompAsia Device Warranty Programme** in relation to your purchase and use of the **Service** (the **Agreement**).
- 1.2 You acknowledge that you have read and understood these **Terms**. Your use of the **Service** upon the **Start Date** constitutes unconditional acceptance to be bound by these **Terms** as may be amended from time to time.
- 1.3 Words and phrases which appear in bold are defined in the context which they appear or in the definition in clause 13 below.
- 1.4 A reference to "you" and "your" means the customer who seeks to enroll or has enrolled for the **Service**.

2. SERVICE DESCRIPTION AND PROGRAM

- 2.1 The coverage of the subscribers Registered Device under this program is inclusive of ;
 - Warranty Defect
 - Repair Registered Device
 - Pick-up and Delivery services for repairs
 - Call Centre Services
- 2.2 **CompAsia** reserves the right to suspend, modify or discontinue any part or all of the **Service** or **Programme** at any time at its sole discretion.

3. ENROLMENT

- 3.1 Enrolment criteria – Enrolment is based on the subscription of the program for the Registered Device.
 - (a) Ensure that the Registered Device has been purchased from CompAsia's website <https://shop.compasia.com/>

Time of application – Subscription for the additional 6 or 12 months CompAsia's Replace Plus period is offered to the customer subject to a certain product fee.

- 3.2 Acceptance and rejection
 - (a) Such application from the customer will be accepted unless the Registered Device is damaged or lost.
 - (b) Your application will be unsuccessful if:
 - any of the eligibility criteria in clause 3.1 is not met;
 - you have previously been rejected or terminated from the **Service** or a similar service; or
 - for any other reason in **CompAsia's** sole discretion.
- 3.3 Other conditions

- (i) You may apply to register multiple **Eligible Devices** for the **Service** (each with a separate **Agreement** and mobile phone number) but you must pay the applicable **Fees** for each **Eligible Device**.

4. SUBSCRIPTION

You may enroll in the **Service** on a one-off payment scheme (**Subscription**).

5. FEES

5.1 Product Fee

For each **Subscription** permitted under these **Terms** you will pay the **Product Fee** set out in the table below based on the **device value** evaluated by **CompAsia**:

6 Months Product Fee			12 Months Product Fee		
Tier	Device RRP (RM)	Product Fee (RM)	Tier	Device RRP (RM)	Product Fee (RM)
1	1 – 500	29	1	1 - 500	39
2	501 - 1,000	49	2	501 - 1,000	69
3	1,001 - 1,500	79	3	1,001 - 1,500	109
4	1,501 - 2,000	99	4	1,501 - 2,000	149
5	2,001 - 2,500	129	5	2,001 - 2,500	189
6	2,501 - 3,000	159	6	2,501 - 3,000	229
7	3,001 - 3,500	189	7	3,001 - 3,500	269
8	3,501 - 4,000	209	8	3,501 - 4,000	309
9	4,001 - 4,500	239	9	4,001 - 4,500	349
10	4,501 - 5,000	269	10	4,501 - 5,000	389
11	5,001 - 5,500	299	11	5,001 - 5,500	429

- 5.2 Incorrect Device – If you make a **Service Request** but the **Device** claimed to be the **Registered Device** is not the **Registered Device**, your **Service Request** will be rejected.

- 5.3 SST – If applicable, SST will be collected with the **Fees**.

6. SERVICE REQUEST

- 6.1 You may make a **Service Request** by contacting the **Call Centre** via email at deviceservice@compasia.com

- 6.2 The **Call Centre** will only accept your **Service Request** if:

- the **IMEI** of the **Registered Device**, subscriber's name, mobile phone number and **National ID** under which the account is active are correct and correspond with the information you have given during the service application via <https://shop.compasia.com/>
- you provide any additional information reasonably requested by **CompAsia** including in the form of a signed confirmation or acknowledgment;
- CompAsia** has no reasonable belief that you have transferred, retailed, sold, or hired your **Registered Device** to another person;

- (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 **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 may be notified if your **Service Request** is not accepted for any of the above reasons at any time in which case, the Registered Device will be returned back to you on an immediate basis.

- 6.3 Your Registered Device is covered for the warranty service until the subscription period ends, starting from the date of enrolment;
- 6.4 Information - When you make a Service Request, you are required to establish that your Registered Device is not broken, damaged or that any analogous event has occurred.

7. PACKAGING PREPARATION (RETURN DUE TO WARRANTY)

- 7.1 Preparation – You must turn off any personal lock security feature before returning your **Registered Device** via the **Courier**.
- 7.2 Device data – You shall be solely responsible for all data stored in your **Registered Device** and you shall delete all data from the **Registered Device** before its collection by **CompAsia**. **CompAsia** is not responsible for data you left on the **Registered Device** In the event there is any inconvenience, delay, loss, misappropriation of or damage to any data or information, you agree not to hold **CompAsia** responsible or liable for any such damage to you.

8. DELIVERY

- 8.1 Address in Malaysia – The delivery must be to your registered or billing address in Malaysia. **CompAsia** will not deliver your **Repaired Mobile Device** to a post office box, public transportation station, shopping centre, car park or any other public place. The decision to deliver to any location, including an address that is not your registered or billing address in Malaysia, is in **CompAsia** sole discretion.
- 8.2 Service Timeline – The end to end service timeline would take an average of 7 workings from the date that we receive the device to the date that the device has been repaired and returned to the customer
- 8.3 Costs – Deliveries to an address in Malaysia will be made at no charge to you except that any deliveries after two failed attempts to deliver to you, will be subject to a surcharge to be paid by you in advance via Online Bank Transfer.
- 8.4 Appointed Logistic Partner
 - Line Clear
 - Tahira
 - GDex
 - Compasia In House Despatch
- 8.5 Incorrect Device
 - (a) If the make, model or **IMEI** of the **Device** you present does not correspond to that of the **Registered Device**, then the **Service Request** will not be completed.
 - (b) If **CompAsia** discovers that the **Device** you returned via the **Courier** was not the **Registered Device** at the time we receive it, we will return the device to you without any actions.

- (c) Failure to disable locking – If **CompAsia** discovers that you did not turn off the personal lock security feature in the **Device** you returned via the **Courier**. **CompAsia** will return the **Device** to you at your cost

8.6 Warranty – You are entitled to a 1-month after repair warranty for your repaired mobile device.

8.7 Acknowledgement

- (a) At any time prior to the time of the delivery, **CompAsia** may require you to sign an acknowledgment or confirmation form when you receive your repaired device.
- (b) You acknowledge that:

you have been provided with the opportunity to inspect the **Delivered Device** as delivered to you by the **Courier**;

9. TERM AND TERMINATION

9.1 **CompAsia** will supply your **Programme** to you from the **Start Date** until the subscription ends or any event under clause 9.2 occurs.

9.2 Termination by CompAsia – **CompAsia** may immediately terminate your **Programme** and this **Agreement** at any time if **CompAsia** reasonably believes that:

- (a) you are using the **Service** (whether intentionally or not) in a way that may adversely impact the reputation of **CompAsia**;
- (b) you are using the **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;
- (c) you have breached, or are likely to breach, these **Terms** 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 or incomplete 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; or
- (g) for any other reason at **CompAsia's** sole discretion.

9.3 Automatic – Your **Programme** and the **Agreement** will terminate immediately if:

- (a) **CompAsia** discovers that you have transferred, sold, displayed for sale, or let on hire your **Registered Device**.

9.4 Consequences of termination

- (a) No refund – You will not be refunded any part of the **Fees** you have paid.
- (b) No reactivation – If the **Service** has been terminated for a **Registered Device**, the **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. DATA PRIVACY

- 10.1 You confirm that you have read, understood and consent to the **CompAsia** personal data protection policy and privacy notice which may be found at <https://shop.compasia.com/pages/privacy-policy> or such other link as may be notified by **CompAsia** from time to time (together, the **PDP Policy**).
- 10.2 You also agree that by applying for or using the **Service**:
- (a) you are giving consent to the appointed merchant and **CompAsia** (and data intermediary, for the purposes of the Personal Data Protection Act 2010) to use and/or disclose your personal information collected from you:
 - (i) in accordance with the **PDP Policy**;
 - (ii) for the purposes of:
 1. assessing your eligibility to enrol, and continue to be enrolled, for the **Programme** or use the **Service**;
 2. providing you with the **Service**;
 3. generating aggregated and non-personally identifiable data sets;
 4. allowing direct and indirect contact with you in connection with the **Service**; and
 5. managing commercial risks, and preventing, detecting, and investigating suspected illegal activity, fraud, or disputesto any relevant governmental and/or regulatory authorities where legally required; and
 - (b) you consent to **CompAsia's** storing or hosting data with its affiliates, partners, subsidiaries and unaffiliated third parties including third-party service providers, whether in Malaysia or other countries, for the **Purposes** or for any other purpose specified in the **PDP Policy**.
- 10.3 **CompAsia** is the data user of your personal information at all times and any enquiries on the processing of your personal information will be made in accordance with the **PDP Policy**.

11. MISCELLANEOUS

- 11.1 Subject to change, withdrawal, termination and suspension – The **Service**, these **Terms** and the **Fees** are subject to change (and in the case of the **Service**, withdrawal), termination or suspension at any time. **CompAsia** will notify you of the changes through the **Website** and if you continue your **Subscription** after such changes are notified, you will be deemed to have agreed to those changes.
- 11.2 Service providers, contractors and third parties – **CompAsia** may mandate a third party to provide the **Service** on its behalf, but in any case, your sole recourse will be against **CompAsia** and not such third party.
- 11.3 Governing law – This **Agreement** will be governed by and construed in accordance with the laws of Malaysia.
- 11.4 Entire agreement – You hereby agree and accept that the prevailing **CompAsia** general terms & conditions available at <https://shop.compasia.com/pages/terms-conditions> or such other link as may be notified to you (**General Terms**) apply. These **Terms** are in addition to the **General Terms** and both these **Terms** and the **General Terms** are applicable to the relationship between **CompAsia** and you. In the event of inconsistency between these **Terms** and the **General Terms**, these **Terms** prevail.

- 11.5 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 Service or the performance or non-performance of the Service.
- 11.6 Promotions –**CompAsia** may from time to time offer promotions relating to the **Service**. Any such promotion shall be governed by the terms and conditions attached thereto by **CompAsia**, and by these **Terms** 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 these **Terms**, these **Terms** prevail.
- 11.7 Under no circumstances will 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 of or inability to use the Service or Programme or Service Request; (ii) your reliance on the information and material on the Website; and/or (iii) the Terms.

12. ENQUIRIES

If you have any queries, complaints, claims or feedback regarding the **Service**, please email us at deviceservice@compasia.com; or alternatively you may contact the **Call Centre** by contacting our WhatsApp number at 6016-6202590 between Monday and Friday (Business Days – Excluding Selangor and National Public Holidays), from 9.00am to 6.00pm.

13. DEFINITIONS

- 13.1 **Acceptance Time** means the time when the **Call Centre** accepts your **Service Request**.
- 13.2 **Call Centre** means the call centre available from 9 am to 6 pm on Monday to Friday by contacting our WhatsApp number at 6016-6202590 and any online web portal made available on the **Website**, for **Service Requests** or general enquiries.
- 13.3 **CompAsia** means CompAsia Sdn Bhd (Company No. 201201022161), for the purposes of this **Agreement** and the **Terms**.
- 13.4 **Courier** means a person appointed to deliver your **Repaired Mobile Devices** and accept the **Registered Devices** in accordance with the **Service**.
- 13.5 **Device** means a mobile cellular device that has a display screen, supports one or more wireless network connectivity options and is operated using voice, touch or a miniature keyboard. It does not include any **Device Accessories**.
- 13.6 **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, SIM cards, memory cards, chargers, ear buds, boxes, cases, cables, styli, mounts and docking stations.
- 13.7 **Fees** means the fees set out in clause 5.
- 13.8 **IMEI** means the international mobile equipment identity number of a **Device**.
- 13.9 **Hardware Modification** means any modification made to a **Device’s** hardware not undertaken or authorised by the **OEM**.
- 13.10 **Modification** means **Software Modification** or **Hardware Modification** or both.
- 13.11 **National ID** means a valid identification document issued or accepted for verification of identity.
- 13.12 **OEM** means original manufacturer of a **Device**.

- 13.13 **Registered Device** has the meaning given to that term in clause 3.1 (a)
- 13.14 The appointed merchant has registered with reference to its **IMEI** for a **Programme** in accordance with these **Terms**.
- 13.15 **Service** means a **Repair**
- 13.16 **Service Request** means a request for **Repair** permitted under these **Terms**.
- 13.17 **Shipment Date** means the date the **Courier** delivers the **Repaired Device** to you.
- 13.18 **Software Modification** means modification made to a **Device**'s operating system not undertaken or authorised by the **OEM** and includes "jail-breaking" and "rooting".
- 13.19 **Start Date** has the meaning given to that term in clause 3.2.
- 13.20 **Tier** means the tier outlined for your **Registered Device** as advised in your **Agreement**, based on CompAsia's device price assessment of your **Registered Device** (including SST, if applicable) on the date that the **Registered Device** was assessed by CompAsia.

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