

COMPASIA REPLACE PLUS PROGRAMME

TERMS AND CONDITIONS

1. TERMS, ACCEPTANCE AND INTERPRETATION

- 1.1 These terms and conditions (**Terms**) set out the agreement between you and **CompAsia Replace Plus 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 16 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 **CompAsia Replace Plus Programme** includes the ability to request a **Like For Like Mobile Device** in exchange for your **Registered Device** if your **Registered Device** is in your possession (a **Swap**) (the **Programme**).
- 2.2 **CompAsia Replace Plus Programme** 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.

Ensure that the Registered Device has been purchased from CompAsia’s website <https://shop.compasia.com/>
- 3.2 Time of application – Customer can subscribe anytime as long as the **Registered Device** has passed the end to end test.
- 3.3 Acceptance and rejection
 - (a) Unless **CompAsia Replace Plus Programme** notifies you by email, telephone or SMS within 7 days of your application that your application is unsuccessful, you will be enrolled in your **Programme** with respect to your **Registered Device** from the date you registered for Device Swap service.
 - (b) Your application will be unsuccessful if:
 - (i) any of the eligibility criteria in clause 3.1 is not met;
 - (ii) you have previously been rejected or terminated from the **Service** or a similar service; or
 - (iii) for any other reason in **CompAsia’s Replace Plus Programme** sole discretion.
- 3.4 Other conditions

- (a) You can only enroll in the **Service** for one **Registered Device** per mobile phone number.
- (b) 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 Service Request Fee

For each **Service Request fee** permitted under these **Terms** you will pay the **Service Request Fee** set out in the table below based on the **Model** of your **Registered Device**:

Replace Plus Service Request Fee		
Tier	Device RRP (RM)	Service Request Fee (RM)
1	1 – 500	60
2	501 - 1,000	120
3	1,001 - 1,500	200
4	1,501 - 2,000	270
5	2,001 - 2,500	350
6	2,501 - 3,000	420
7	3,001 - 3,500	500
8	3,501 - 4,000	570
9	4,001 - 4,500	650
10	4,501 - 5,000	720
11	5,001 - 5,500	800

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 SSI –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

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

- (a) 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/>
- (b) you provide any additional information reasonably requested by **CompAsia Replace Plus** including in the form of a signed confirmation or acknowledgment;
- (c) you are within the **Limit** as set out in clause 6.3 below;
- (d) **CompAsia Replace Plus** has no reasonable belief that you have transferred, retained, sold, or hired your **Registered Device** to another person;
- (e) the **Service Request** is not for a **Device Accessory**;
- (f) the **Registered Device** has not been the subject of **Modification**; and
- (g) **CompAsia Replace Plus** 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 before your **Like For Like Mobile Device** is delivered to you.

6.4 You can make 1 swap service request during the term of your subscription period, starting from the date of enrolment.

6.5 Information - When you make a Service Request, you are not required to establish that your Registered Device is broken, damaged or that any analogous event has occurred.

6.6 Like For Like Mobile Device

- (a) At the time of the **Service Request**, **CompAsia Replace Plus** will indicate to you the **Device** it will provide as a **Like For Like Mobile Device**. For the avoidance of doubt, **CompAsia Replace Plus** will be deemed to have discharged its obligation to provide a **Like For Like Mobile Device** to you if **CompAsia Replace Plus** offers you a **Like For Like Mobile Device** in accordance with these **Terms**.
- (b) If you do not wish to accept the **Like For Like Mobile Device** offered for any reason (not being colour), **CompAsia Replace Plus** may (though not legally obliged to do so) in its sole discretion and on a goodwill basis, offer you the option to wait for up to 30 days (**Goodwill Period**) for **CompAsia Replace Plus** to offer you another **Like For Like Mobile Device** (**Second Like Mobile Device**).
- (c) If you do not wish to accept the **Like For Like Mobile Device** offered because of the colour when you are offered the same make and model as your **Registered Device**, your **Service Request** will be cancelled without further reference to you and **CompAsia Replace Plus** will not be liable to you for your own decision to decline the offered **Like For Like Mobile Device**.

7. SWAP

7.1 Preparation – You must turn off any personal lock security feature before returning your **Registered Device** via the **Courier**.

- 7.2 Title and rights – Title in and any rights to the **Registered Device** shall be transferred to **CompAsia Replace Plus** at the time the **Like For Like Mobile Device** is delivered to you. You hereby assign to **CompAsia Replace Plus** all associated rights and benefits of any **OEM's** warranty in the **Registered Device**. You shall not transfer, sell, hire or otherwise deal with the **Registered Device** in a manner that is not consistent with the ownership rights of **CompAsia Replace Plus**.
- 7.3 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 Replace Plus**. **CompAsia Replace Plus** is not responsible for data you left on the **Registered Device** and will not transfer any such data or information between the **Registered Device** and the **Like For Like Mobile Device**. Such data left on the **Registered Device** or transfer of any data or information of the **Registered Device**, if done by **CompAsia Replace Plus** at your request, will be done entirely at your own risk. In the event there is any inconvenience, delay, loss, misappropriation of or damage to any data or information, you agree not to hold **CompAsia Replace Plus** responsible or liable for any such damage to you.
- 7.4 Service Fee – The **Service Fee** will be payable to **CompAsia Replace Plus**, via **Online Bank Transfer** at the time of your **Service Request**; or any other payment method that **CompAsia Replace Plus** may choose to make available.
- 7.5 No representation or warranty – **CompAsia Replace Plus** makes no representation or warranty that any **Like For Like Mobile Device** will be identical, of the same colour or offer the same functionalities as your **Registered Device**.

9. DELIVERY

- 9.1 Address in Malaysia – The delivery must be to your registered or billing address in Malaysia. **CompAsia Replace Plus** will not deliver a **Like For Like 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 Replace Plus’s** sole discretion.
- 9.2 Timings – The delivery of a **Like For Like Mobile Device** will be via **Courier** on a **Delivery Day**. Delivery times are set out in the table below subject to any extensions as may be required: (i) for force majeure events; (ii) where the **Courier** delays such delivery; or (iii) where **CompAsia Replace Plus** deems it necessary to perform additional verifications relating to your **Service Request**.

Delivery location	Service Request received	Delivery time~
Klang Valley	From 9am – 2pm Mon -Fri (business days)	Next working day delivery
	2.01pm – 6pm, Mon -Fri (business days)	Within 48 working hours
Major Cities	From 9am – 2pm, Mon -Fri (business days)	Within 48 working hours
	2.01pm – 6pm, Mon -Fri (business days)	Within 72 working hours
Other Areas	9am – 6pm, Mon -Fri (business days)	Within 72 working hours

* For delivery times not falling on a **Delivery Day**, the delivery will occur on the next **Delivery Day**.

On a best efforts basis – the **Call Centre** will provide the estimated delivery time.

~ Times calculated from the **Acceptance Time**. If clause 6.5(b) applies, the delivery times set out above will not apply to your **Service Request**.

- 9.3 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.
- 9.4 Packaging – The **Like For Like Mobile Device** will not be delivered in original packaging.

9.6 Appointed Logistic Partner

- Line Clear
- Tahira
- GDex
- Compasia In House Despatch

9.7 Delivery formalities – In order to complete the **Service Request**, the **Courier** delivering the **Like For Like Mobile Device**:

- (a) will ask for and verify the same **National ID** you provided when enrolling for your **Programme**;
- (b) will verify that the **Device** you are presenting is the same as the **Registered Device** (by comparing the make, model and **IMEI** of the **Registered Device** against that of the **Device** you present) and collect the **Registered Device** from you;
- (c) may inspect the **Registered Device** to see if there is any **Modification**; and
- (d) will deliver the **Like Mobile Device (Delivered Device)** to you alone (and no proxy will be accepted).

9.8 As of the time of delivery, you acknowledge that the **Delivered Device** becomes your **Registered Device**.

9.9 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 Replace Plus** discovers that the **Device** you returned via the **Courier** was not the **Registered Device** at the time the **Service Request** was completed, then you must return the correct **Registered Device** within 7 days of the **Delivery Time** at your own cost. If you fail to do so, **CompAsia Replace Plus** will return the **Device** to you at your cost and you must also return to **CompAsia Replace Plus** the **Delivered Device** provided as a **Swap**. Your **Service Request** will be considered cancelled. **CompAsia Replace Plus** will refund to you the **Swap Fee** paid following receipt of the **Delivered Device**.

9.10 Failure to disable locking – If **CompAsia Replace Plus** discovers that you did not turn off the personal lock security feature in the **Device** you returned via the **Courier** in contravention of clause 7.1, **CompAsia Replace Plus** will return the **Device** to you at your cost and you must also return to **CompAsia Replace Plus** the **Delivered Device** provided as a **Swap**. Your **Service Request** will be considered cancelled. **CompAsia Replace Plus** will refund to you the **Service Request Fee** paid following receipt of the **Delivered Device**.

9.11 Modified Devices – If **CompAsia Replace Plus** discovers that the **Registered Device** you tendered to the **Courier** or returned via the **Courier** has been subject to **Modification**, then **CompAsia Replace Plus** will at its sole discretion:

- (a) reject the **Service Request** at the time the **Registered Device** is tendered to the **Courier** and your **Service Request** will be considered cancelled. **CompAsia Replace Plus** will refund the **Service Request Fee** by the original method of payment; or
- (b) where returned via the **Courier**, return to you at your cost the **Device**. You must also return to **CompAsia Replace Plus** the **Delivered Device** provided as a **Swap**. Your **Service Request** will be considered cancelled. **CompAsia Replace Plus** will refund to you the **Service Request Fee** paid following receipt of the **Delivered Device**.

9.12 Warranty – You are entitled to a 1-month warranty for each **Like For Like Mobile Device** against manufacturer malfunctions and defects that starts from the date of delivery of **Like For Like Mobile Device**. You may request warranty service for a **Like For Like Mobile Device** by contacting the **Call Centre** by telephone. Your request for warranty service will be handled in the same way as a **Service Request**.

9.13 Acknowledgement

- (a) At any time prior to the time of the delivery, **CompAsia Replace Plus** may require you to sign an acknowledgment or confirmation form when you make a **Service Request**.
- (b) You acknowledge that:
 - (i) any **Like For Like Mobile Device** provided to you as a result of a **Service Request** and not to be sold, transferred, displayed for sale or hired nor is the **Service** intended to be used for commercial gain;
 - (ii) **CompAsia Replace Plus** will:
 - 1. delete all data on the previous **Registered Device** without reference to you; and
 - 2. not return the previous **Registered Device** to you;
 - (iii) you have been provided with the opportunity to inspect the **Delivered Device** as delivered to you by the **Courier**;
 - (iv) the **Delivered Device** is sufficient consideration for you to transfer ownership of the previous **Registered Device** and you have relinquished all rights in the previous **Registered Device**;
 - (v) title in the previous **Registered Device** is transferred to **CompAsia Replace Plus** or its service provider in accordance with clause 7.2; and
 - (vi) where your **Registered Device** is replaced under a warranty claim directly with the **OEM**, you have the responsibility of contacting the **Call Centre** by telephone to inform of the replacement **IMEI** number.

10. TERM AND TERMINATION

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

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

- (a) you are using the **Service** (whether intentionally or not) in a way that may adversely impact the reputation of **CompAsia Replace Plus**;
- (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 Replace Plus** with incorrect, false or incomplete information;

- (f) you are likely to create imminent harm or harass or are abusive to any personnel of **CompAsia Replace Plus** and its service providers, sub-contractors and agents; or
- (g) for any other reason at **CompAsia Replace Plus** sole discretion.

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

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

10.4 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.

11. CHANGE OF REGISTERED DEVICE

- (a) Your **Registered Device** may not change except for the change made following a **Swap**; or
- (b) the exchange of your **Registered Device** under an **OEM's** warranty scheme or other applicable scheme for a new **Device** which is identical to your **Registered Device**. You must inform the **Call Centre** by telephone of such change and provide proof of the exchange where necessary for **CompAsia Replace Plus** to update its records with the **IMEI** of such new **Device**, from which time the new **Device** will become the **Registered Device**.

13. DATA PRIVACY

13.1 You confirm that you have read, understood and consent to the **CompAsia Replace Plus** 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 Replace Plus** from time to time (together, the **PDP Policy**).

13.2 You also agree that by applying for or using the **Service**:

- (a) you are giving consent to the appointed merchant and **CompAsia Replace Plus** (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 disputes(the purposes in clause 13.2(a)(ii) collectively, the **Purposes**); or
 - (iii) to any relevant governmental and/or regulatory authorities where legally required; and
- (b) you consent to **CompAsia Replace Plus** 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**.

13.3 **CompAsia Replace Plus** 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**.

14. MISCELLANEOUS

14.1 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 Replace Plus** 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.

14.2 Service providers, contractors and third parties – **CompAsia Replace Plus** may mandate a third party to provide the **Service** and collect any **Service Fee** on its behalf, but in any case, your sole recourse will be against **CompAsia Replace Plus** and not such third party.

14.3 Governing law – This **Agreement** will be governed by and construed in accordance with the laws of Malaysia.

- 14.4 **Entire agreement** – You hereby agree and accept that the prevailing **CompAsia Replace Plus** 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 Replace Plus** and you. In the event of inconsistency between these **Terms** and the **General Terms**, these **Terms** prevail.
- 14.5 **General indemnity** – In no event will **CompAsia Replace Plus**, 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.
- 14.6 **Promotions** – **CompAsia Replace Plus** 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 Replace Plus**, 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.
- 14.7 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.

15. 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.

16. DEFINITIONS

- 16.1 **Acceptance Time** means the time when the **Call Centre** accepts your **Service Request**.
- 16.2 **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.
- 16.3 **CompAsia Replace Plus** means CompAsia Sdn Bhd (Company No. 201201022161), for the purposes of this **Agreement** and the **Terms**.
- 16.4 **Courier** means a person appointed to deliver **Like For Like Mobile Devices** and accept **Registered Devices** in accordance with the **Service**.
- 16.5 **Delivery Day** means:
- (a) for all locations except Kelantan and Terengganu, Monday to Saturday excluding public and state holidays; and
 - (b) for Kelantan and Terengganu, Saturday to Thursday excluding public and state holidays.
- 16.6 **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**.

- 16.7 **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.
- 16.8 **Fees** means the fees set out in clause 5.
- 16.9 **IMEI** means the international mobile equipment identity number of a **Device**.
- 16.10 **Hardware Modification** means any modification made to a **Device**'s hardware not undertaken or authorised by the **OEM**.
- 16.11 **Like For Like Mobile Device** means a **Device**, compared to the **Registered Device**, that:
- (a) may be new or refurbished;
 - (b) is of similar kind, quality and functionality;
 - (c) if it is refurbished, it may contain original or non-original manufacturer parts;
 - (d) has same or greater memory;
 - (e) may be a different make, model or colour;
 - (f) has a different **IMEI**; and
 - (g) does not include any **Device Accessories**.
- 16.12 **Limit** has the meaning given to that term in clause 6.2 c.
- 16.13 **Modification** means **Software Modification** or **Hardware Modification** or both.
- 16.14 **National ID** means a valid identification document issued or accepted for verification of identity.
- 16.15 **OEM** means original manufacturer of a **Device**.
- 16.16 **Registered Device** means a **Device** that has the meaning given to that term in clause 3.1.
- 16.17 The appointed merchant has registered with reference to its **IMEI** for a **Programme** in accordance with these **Terms**.
- 16.18 **Service** means a **Swap**.
- 16.19 **Service Fee** means the **Swap Fee**.
- 16.20 **Service Request** means a request for a **Swap** permitted under these **Terms**.
- 16.21 **Shipment Date** means the date the **Courier** delivers the **Like For Like Mobile Device** to you.
- 16.22 **Software Modification** means modification made to a **Device**'s operating system not undertaken or authorised by the **OEM** and includes "jail-breaking" and "rooting".
- 16.23 **Start Date** has the meaning given to that term in clause 3.3.
- 16.24 **Swap** has the meaning given to that term in clause 2.1.

16.25 **Swap Fee** means the fee set out in the table in clause 5.1.

16.26 **Tier** means the tier outlined for your **Registered Device** as advised in your **Agreement**, based on CompAsia's evaluated device price of your **Device** (including SST, if applicable) on the date that the **Registered Device** was assessed by CompAsia.

Last Update: 20 July 2020