

# COMPASIA DEVICE WARRANTY PROGRAMME TERMS AND CONDITIONS

This **COMPASIA DEVICE WARRANTY PROGRAMME** (“**Programme**”) is provided to you by CompAsia.

## 1. TERMS, ACCEPTANCE AND INTERPRETATION

- 1.1 These terms and conditions (“**T&C**”) set out your agreement in relation to your purchase of the Registered Device, subscription to the Programme, and use of the Service (“**Agreement**”).
- 1.2 You acknowledge that you have read and understood this **T&C**. Your Agreement upon the Effective Date constitutes your unconditional acceptance to be bound by this **T&C** as may be amended at our sole discretion 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 14 below.
- 1.4 A reference to “**you**” and “**your**” means the customer who seeks to subscribe or has enrolled for the Programme.

## 2. THE PROGRAMME

- 2.1 The Programme enables you to extend your warranty to enjoy the Service for an additional six (6) or twelve (12) months period from the Effective Date subject to the Registered Device being enrolled in the Programme under your name and payment of the Product Fee. For the avoidance of doubt, the name referred to herein shall be your name as per your Thailand National ID (herein after defined).
- 2.2 The services covered under this Programme is inclusive of;
  - (i) warranty defect;
  - (ii) repairing of Registered Device;
  - (iii) pick-up and delivery services for repairing works, and
  - (iv) call centre services during Business Hours.

(The services listed under clause 2.2 of this T&C shall collectively be called the “**Service**”)
- 2.3 To be eligible to enjoy the Service, you must first purchase any Eligible Device from CompAsia’s website at <https://compasia.co.th/> and apply to subscribe in the Programme.
- 2.4 Multiple subscriptions into the Programme are allowed provided that the Eligible Device is respectively enrolled under separate Agreement, mobile phone number and applicable Fees.
- 2.5 Unless CompAsia notifies you by email or telephone call or SMS within seven (7) days of your application informing that your application for the Programme is unsuccessful, you are automatically enrolled in the Programme with respect to your Registered Device from the date of the purchase of the Registered Device (“**Effective Date**”).

- 2.6 CompAsia reserves the right to suspend, modify or discontinue any part or all of the Programme at any time at its sole discretion.

### 3. FEE

- 3.1 Subscription to the Programme is subject to a one-off payment (“**Product Fee**”).

3.2 Product Fee

For each successful subscription into the Programme, you will pay a fee as set out in the table below based on the Registered Device value (“**Product Fee**”):

| Tier | Device RRP              | 6 Months - Product Fee | 12 Months - Product Fee |
|------|-------------------------|------------------------|-------------------------|
| 1    | PHP 1 - PHP 10,000      | PHP 300                | PHP 600                 |
| 2    | PHP 10,001 - PHP 18,000 | PHP 600                | PHP 1,200               |
| 3    | PHP 18,001 - PHP 35,000 | PHP 1,200              | PHP 2,400               |
| 4    | PHP 35,001 - PHP 50,000 | PHP 1,400              | PHP 2,600               |
| 5    | PHP 50,001 - PHP 70,000 | PHP 2,300              | PHP 3,300               |
| 6    | PHP Above 70,000        | PHP 2,700              | PHP 4,100               |

- 3.3 VAT – If applicable, VAT will be collected with the fee.

### 4. SERVICE REQUEST

- 4.1 Criteria to make Service Request – You must ensure that the Registered Device is purchased from CompAsia’s website at <https://compasia.co.th/> and that the request is made within the Term of Subscription.

- 4.2 Acceptance and rejection - Your request will be unsuccessful if:

- (i) any of the eligibility criteria in clause 1.1 is not met;
- (ii) you have previously been rejected or terminated from the Programme;
- (iii) the Registered Device is damaged or lost;
- (iv) for any other reason in CompAsia’s sole discretion.

- 4.3 You may make a request to claim for the services for Extended Warranty customers only, (“**Service Request**”) by contacting the Call Centre via email at support-th@compasia.com

- 4.4 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 for the Service Request;
- (b) you provide any additional information reasonably requested by CompAsia including in the form of a signed confirmation or acknowledgment;
- (c) 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 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 may 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 returned to you on an immediate basis, if the Registered Device has been collected by us.

- 4.5 Your entitlement to making the Service Request commences from the Effective Date until the expiry of the Term of Subscription or termination of the Programme, whichever earlier.
- 4.6 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.

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

5.1 Unless expressly provided for, the Service does not cover the following cases:

(i) Battery

- (a) the repairing of battery of any iPhone; and
- (b) for repairing of any defect or/and 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) upon performing the repair which requires changing of LCD of the Registered Device, we shall not guarantee that the Registered Device will remain resistant towards any liquid and dust.

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

- 6.1 Preparation – You must turn off any personal lock security feature before returning your Registered Device via the Courier.
- 6.2 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 of 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.

## 7. DELIVERY

- 7.1 Address in Thailand – The delivery must be to your registered or billing address in Thailand. 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 Thailand, is in CompAsia sole discretion.
- 7.2 “Service Timeline” – The end to end service timeline would take an average of 10 workings days from the Acceptance Date to the date that the Registered Device has been repaired and returned to the customer.
- 7.3 Costs – Delivery to an address in Thailand will be made at no charge to you. However, 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.
- 7.4 Appointed Logistic Partner
- SPEEDEX
  - Lite Express
- 7.5 Incorrect Device
- (a) If the information on the make, model or IMEI of the Device you submit upon making the Service Request does not correspond to that of the Registered Device, the Service Request will be rejected.
  - (b) If the Device you returned via the Courier was not the Registered Device at the time we receive it, we will immediately 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 Device you returned via the Courier, CompAsia will return the Device to you at your cost.
- 7.6 Warranty – You are entitled to a 1-month after repair warranty for your Repaired Mobile Device.
- 7.7 Acknowledgement
- (a) At any time prior to the time of the collection of the Registered Device and the delivery of the Repaired Mobile Device, CompAsia may require you to sign an acknowledgment or confirmation form.
  - (b) You acknowledge that you have been provided with the opportunity to inspect the Repaired Mobile Device.

## 8. TERM AND TERMINATION

- 8.1 The Programme will be made available to you starting from the Effective Date until the expiration of your respective Term of Subscription, unless earlier terminated or occurrence of any event under clause 9.2.
- 8.2 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 Programme and/or Service (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 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 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.
- 8.3 Automatic – Your Programme and the Agreement will terminate immediately if CompAsia discovers that you have transferred, sold, displayed for sale, or let on hire your Registered Device.
- 8.4 Consequences of termination
- (a) No refund – You will not be refunded any part of the Fees you have paid.
  - (b) No reactivation – If the 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.

## 9. REPAIRED MOBILE DEVICE

- 9.1 Notwithstanding the parts used for the repair works of the Device, we shall only warrant the functionality of the Device upon the completion of the repair works.
- 9.2 To the maximum extent permitted by law, our liability is only limited to any Service Request that is valid under this T&C and in no event, the amount of performing the Service shall not exceed the purchase price of the Registered Device.

For the avoidance of doubt, in the event of any performance of the Service, the value of such performance shall be deducted from the purchase price of the Registered Device and accumulation of value of all Service performed shall not exceed the purchase price of the Registered Device.

## **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://compasia.co.th/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 Programme and Service:
- 10.3 You confirm that you have read, understood and consent to the CompAsia personal data protection policy and privacy notice which is governed by and dealt with in the general laws including Civil Code, the Law on Cyberinformation Security, sectoral laws such as the Law of Electronic Transactions and the Law on Telecommunications and any other laws under the jurisdiction of the Ministry of Information and Communications (‘MIC’) or such other laws as may be notified by CompAsia from time to time;
- (i) in accordance with the PDP Policy;
  - (ii) for the purposes of:
    - 1. assessing your eligibility to subscribe, and continue to be enrolled, for the Programme or use the Service;
    - 2. providing you with the Programme and/or Service;
    - 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
  - (iii) to any relevant governmental and/or regulatory authorities where legally required; and
  - (iv) 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 Thailand or other countries, for the Purposes or for any other purpose specified in the PDP Policy.
- 10.4 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 Programme, this T&C and the Fees are subject to change (and in the case of the Programme, 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 Programme and/or 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 Thailand.
- 11.4 Entire agreement – You hereby agree and accept that the prevailing CompAsia general terms & conditions available at <https://compasia.co.th/> 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.
- 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 Programme and/or Service or the performance or non-performance of the Programme and/or Service.
- 11.6 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.
- 11.7 Whenever applicable, 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 T&C.

## 12.ENQUIRIES

If you have any queries, complaints, claims or feedback regarding the Programme, please email us at [support-th@compasia.com](mailto:support-th@compasia.com) between Monday to Friday, excluding National Public Holidays, from 9.00am to 6.00pm (“**Business Days**”).

## 13.DEFINITIONS

- 13.1 **Acceptance Date** means the date when the Call Centre accepts your Service Request not including national and state public holiday.
- 13.2 **Call Centre** means the call centre of CompAsia which you could contact to make the Service Request of for any general inquiries which is via email at [support-th@compasia.com](mailto:support-th@compasia.com) or via Line at +66 823332888 and any online web portal made available on the Website.

- 13.3 **CompAsia** means CompAsia Co., Ltd (Registration No.: 0 1055 61047 02 6), including its directors, officers, employees, representatives, agents, advisers and/or consultants and the subsidiary company, parent company, associates, affiliates and/or any third party appointed by CompAsia for any purpose related to this T&C.
- 13.4 **Courier** means a person appointed to collect the Registered Device and return to you the Repaired Mobile Devices in accordance with the Programme and parties named under clause 8.4.
- 13.5 **Customer** means a person who reaches the legal age according to the Thailand laws, having a valid national ID and resides in Thailand.
- 13.6 **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.
- 13.7 **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.
- 13.8 **Eligible Device** means Device offered under this Programme which can be purchased at CompAsia's website.
- 13.9 **Fees** means the fees set out in clause 3.2
- 13.10 **Hardware Modification** means any modification made to a Device's hardware not undertaken or authorised by the OEM.
- 13.11 **IMEI** means the international mobile equipment identity number of a Device.
- 13.12 **Modification** means Software Modification or Hardware Modification or both.
- 13.13 **National ID** means a valid identification document issued by the government of Thailand.
- 13.14 **OEM** means original manufacturer of a Device.
- 13.15 **Registered Device means:**
- (a) a Device you purchased from CompAsia and that CompAsia has registered with reference to its IMEI for the Programme at the time of purchase; or
  - (b) the Repaired Mobile Device which the Customer receives upon a successful Service Request replacing the tendered Registered Device which is under warranty and the related IMEI details have been recorded by you with CompAsia to the satisfaction of CompAsia or any of its approved service providers, agents or subcontractors.
- 13.16 **Repaired Mobile Device** means Registered Device returned to the Customer after undergoing Service due to the Service Request.



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

13.18 **Term of Subscription** means a fixed extended warranty term of either six (6) months or twelve (12) months which you may opt during the initial purchase of the first Registered Device.

13.19 **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 VAT, if applicable) on the date that the Registered Device was assessed by CompAsia.