

COMPASIA REPLACE PLUS PROGRAMME

TERMS AND CONDITIONS

This **COMPASIA REPLACE PLUS 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, enrollment 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 enroll or has enrolled for the Programme.

2. PROGRAMME DESCRIPTION

- 2.1 The Programme enables you to exchange your Registered Device with a Like For Like Mobile Device (“**Service/Exchange**”) subject to the Registered Device being enrolled in the Programme under your name. For the avoidance of doubt, the name referred to herein shall be your name as per your Thailand National ID.
- 2.2 CompAsia reserves the right to suspend, modify or discontinue any part or all of the Programme at any time at its sole discretion.

3. SUBSCRIPTION TO THE PROGRAMME

Your enrollment to the Programme is subject to a one-off payment scheme (“**Service Request Fee**”).

4. APPLICATION FOR THE SERVICE

- 4.1 Criteria for Application of Service – The Application is based on the enrollment of the Registered Device to the Programme and that the Registered Device is purchased from the CompAsia’s website at <https://compasia.co.th/>
- 4.2 Time of Application – Subscription to enjoy the Service/Exchange for a period of six (6) or twelve (12) months as offered under the Programme is offered to the Customer upon purchase of the Registered Device and subject to a certain product fee.
- 4.3 Acceptance and rejection

- (a) Unless CompAsia notifies you by email, telephone or SMS within 7 days of your application that your application is unsuccessful, you are automatically enrolled in the Programme with respect to your Registered Device from the date of your registration for the Programme (“**Effective Date**”).
- (b) Your application 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; or
 - (iii) for any other reason in CompAsia’s sole discretion.

4.4 Other conditions

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 respectively.

5. FEES

5.1 Service Request Fee

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

Tier	Device RRP	Service Request Fee
Tier 1	THB 1 - THB 5000	THB 480.00
Tier 2	THB 5,001 - THB 10,000	THB 1,600.00
Tier 3	THB 10,001 - THB 16,000	THB 2,800.00
Tier 4	THB 16,001 - THB 24,000	THB 4,000.00
Tier 5	THB 24,001 - THB 32,000	THB 5,200.00
Tier 6	Above THB 32,000	THB 6,400.00

5.2 VAT – Where applicable, the VAT will be collected with the Service Request Fees.

6. SERVICE REQUEST

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

6.2 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 application of Service Request via <https://compasia.co.th/>
- (b) you provide any additional information reasonably requested by CompAsia 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 has no reasonable belief that you have transferred, retailed, 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 any form of Modification; and
- (g) CompAsia reasonably believes that you are not using the Programme or/and 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 You can only make one (1) Service Request during the term of your Programme, starting from the date of your enrolment into the Programme ("**Limit**").

6.4 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.

6.5 Like For Like Mobile Device

- (a) At the time of you making the Service Request, CompAsia will indicate to you the Device it will provide as the Like For Like Mobile Device. For the avoidance of doubt, CompAsia will be deemed to have discharged its obligation to provide the Like For Like Mobile Device to you if the first offer has been made in accordance with this T&C.
- (b) If you do not wish to accept the Like For Like Mobile Device offered for any reason, except for rejection being due to the (colour), CompAsia 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 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 will not be liable to you for your own decision to decline the offered Like For Like Mobile Device.

7. EXCHANGE OF DEVICE

7.1 Preparation – You must turn off any personal lock security feature on the Registered Device 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 at the time the Like For Like Mobile Device is delivered to you. You hereby assign to CompAsia 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.

- 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. CompAsia 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 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 responsible or liable for any such damage to you.
- 7.4 Service Request Fee – The **Service Request Fee** will be payable to **CompAsia Replace Plus**, via any **MLhuillier Branches nationwide** 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 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.

8. DELIVERY

- 8.1 Address in Thailand – The delivery must be to your registered or billing address in Thailand. CompAsia 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 Thailand, is in CompAsia sole discretion.
- 8.2 Timings – The delivery of a Like For Like Mobile Device will be via Courier on a Delivery Day. Delivery times are as set out in the table below, unless the following situations occur which requires extension of delivery time: (i) for force majeure events; (ii) where the Courier delays such delivery which CompAsia shall not be liable for; or (iii) where CompAsia deems it necessary to perform additional verifications relating to your Service Request.

<i>Delivery location</i>	<i>Service Request received</i>	<i>Delivery Day~</i>
<i>Thailand</i>	9am – 6pm, Monday - Friday excluding national public holidays (“ Business Days ”)	up to 7-10 working days from the Acceptance Date

Note:

- i. For delivery times not falling on a Delivery Day, the delivery will occur on the next Delivery Day.
- ii. On a best efforts basis – the Call Centre will provide the estimated delivery time.

8.3 Costs – Deliveries 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.

8.4 Packaging – The Like For Like Mobile Device will not be delivered in original packaging.

8.5 Appointed Logistic Partner

- Kerry Express
- Compasia In House Despatch

8.6 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 provide when enrolling for the 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).

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

8.8 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 be rejected.
- (b) If CompAsia discovers that the Device you returned via the Courier was not the Registered Device at the time we receive it, 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 will return the Device to you at your cost and you must also return to CompAsia the Delivered Device provided as the exchange. Your Service Request shall be denied and rejected. CompAsia will refund to you the Service Request Fee paid following receipt of the Delivered Device.

8.9 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 in contravention of clause 7.1, CompAsia will return the Device to you at your cost and you must also return to CompAsia the Delivered Device provided as the Exchange. Your Service Request shall be denied and rejected. CompAsia will refund to you the Service Request Fee paid following receipt of the Delivered Device.

8.10 Modified Devices – If CompAsia discovers that the Registered Device you tendered to the Courier or returned via the Courier has been subject to Modification, then CompAsia 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 shall be denied and rejected. CompAsia will refund to you the Service Request Fee paid following receipt of the Delivered Device; or

- (b) where returned via the Courier, return to you at your cost the Device. You must also return to CompAsia the Delivered Device provided as the Exchange. Your Service Request shall be denied and rejected. CompAsia will refund to you the Service Request Fee paid following receipt of the Delivered Device.

8.11 Warranty – You are entitled to a one (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.

8.12 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 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 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 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.

9. TERM AND TERMINATION

9.1 The Programme will be made available to you starting from the Effective Date until the expiration of your respective Term of Enrollment, unless earlier terminated or occurrence of any event under clause 9.2.

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 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 sole discretion.
- (a) 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.

9.3 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 or invalidated 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. CHANGE OF REGISTERED DEVICE

- (a) Your Registered Device may not change except for the change made following an Exchange; 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 to update its records with the IMEI of such new Device, from which time the new Device will become the Registered Device.

11. DATA PRIVACY

- 11.1 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**”).

11.2 You also agree that by applying for or using the Programme and Service:

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 enroll, 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 11.20(ii) collectively, the “**Purposes**”); or
- (iii) to any relevant governmental and/or regulatory authorities where legally required; and
- (iv) you consent to CompAsia 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.

11.3 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.

12. MISCELLANEOUS

12.1 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.

12.2 Service providers, contractors and third parties – CompAsia may mandate a third party to provide the Programme and/or Service and collect any relevant fee on its behalf, but in any case, your sole recourse will be against CompAsia and not such third party.

- 12.3 Governing law – This Agreement will be governed by and construed in accordance with the laws of Thailand.
- 12.4 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.
- 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 Service or the performance or non-performance of the Service.
- 12.6 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 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 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.

13. ENQUIRIES

If you have any queries, complaints, claims or feedback regarding the Programme or/and Service, please email us at support-th@compasia.com between Monday and Friday, excluding National Public Holidays, from 9.00am to 6.00pm.

14. DEFINITIONS

- 14.1 **Acceptance Date** means the date when the Call Centre accepts your Service Request not including national and state public holidays .
- 14.2 **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 and any online web portal made available on the Website.
- 14.3 **CompAsia** means CompAsia Technology Thailand, Inc., 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.
- 14.4 **Courier** means a person appointed to deliver the Like For Like Mobile Devices and accept Registered Devices in accordance with the Programme and parties named under clause 8.5.

14.5 **Customer** means a person who reaches the legal age according to the Thailand laws, having a valid national ID and resides in Thailand.

14.6 **Delivery Day** means the date the Courier delivers the Like For Like Mobile Device to you from Monday to Friday excluding national and state public holidays.

14.7 **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.

14.8 **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.

14.9 **Hardware Modification** means any modification made to a Device's hardware not undertaken or authorised by the OEM.

14.10 **IMEI** means the international mobile equipment identity number of a Device.

14.11 **Like For Like Mobile Device** means a Device, compared to the Registered Device, that:

- (a) may be new or refurbished;
- (b) is of similar, 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.

14.12 **Modification** means Software Modification or Hardware Modification or both.

14.13 **National ID** means a valid identification document issued or accepted for verification of identity.

14.14 **OEM** means original manufacturer of a Device.

14.15 **Registered Device** means:

- (a) a Device you purchased from CompAsia which has been registered with reference to its IMEI for the Programme at the time of purchase; or
- (b) the Like for Like Mobile Device which the Customer receives upon a successful Service Request replacing the tendered Registered Device 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.

14.16 **Service Request** means a request by a Customer who enroll in the Programme to exchange his/her Registered Device with Like for Like Mobile Device as permitted under this T&C.

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

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

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