

SWAP GLASS TERMS AND CONDITIONS

These Terms and Conditions ("**Terms**") governs the SWAP Glass value added service for the purchase of SWAP Glass screen protector ("**Swap Screen Protector**"). By registering to the Plan, You are deemed to have read, understood and agreed to be bound by these Terms.

1. **Definition & Interpretation**

1.1. Definition: In these Terms, the following words have the following meaning: -

Authorised Service Centre or ASC	Means authorised service centre authorised by SWAP for the purpose of Screen Replacement
Coverage Period	Twelve (12) months commencing from the date of purchase of the screen protector and successful registration of the Plan. The said twelve (12) months is inclusive of the applicable Cooling-off Period.
Eligible Device	Means eligible device determined by Swap from time to time and registered in the Plan that has been fitted with a Swap Screen Protector and: - a) that has a valid and unaltered IMEI; b) that is supplied to You by the original manufacturer of the device; c) that has not been repaired or modified by unauthorized service providers or centres; d) that is licensed for use in Malaysia and must not be reported as lost or stolen; and e) that has been designated by SWAP as eligible for coverage under the Plan.
IMEI	Means international manufacturer's equipment identification of a wireless mobile device.
Plan	Means SWAP Glass plan which provides: - i) two (2) times replacements of the screen protector for the Eligible Device within twelve (12) months from date of purchase of the screen protector and registration to the Plan; and ii) a one-off reimbursement of RM600 for screen replacement of the Eligible Device within eleven (11) months from the cooling off period subject to the Terms herein contained.
Reimbursement Sum	Means the one-off reimbursement sum of RM600 for Screen Replacement of the Eligible Device.
Screen Crack Damage	Means only damage to the LED screen of the Eligible Device (back and front of the LED screen) which results in the replacement of the screen. For the avoidance of

	doubt, all other damages to the Eligible Device are not covered under the Plan.
Screen Replacement	Means the replacement of the screen of your Eligible Device due to Screen Crack Damage.
Service Request	Means the request made by You to claim the Reimbursement Sum or the screen protector replacement according to this Terms.
Service Request Approval	Means the notification of the approval of Your Service Request as provided by SWAP.
SWAP	Means SWAP DEVICE SOLUTIONS SDN. BHD. (Registration No. 201301018804 [1048634-U].
"You" and "Your"	Means a person who subscribed to the Plan under these Terms and are above the age of 18 years.

1.2. In these Terms, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided: -

- 1.2.1. words importing the masculine gender only shall include the feminine and neuter genders and vice versa;
- 1.2.2. words in the singular number only shall include the plural number and vice versa;
- 1.2.3. references to any statute law enactment rule or regulation include the statute law enactment rule or regulation as reenacted, amended or extended from time to time;
- 1.2.4. references to any documents shall be deemed to include references to such documents as varied, supplemented or replaced from time to time;
- 1.2.5. words applicable to natural persons shall include any body of persons, company, corporation, firm or partnership corporate or unincorporated and vice versa; and
- 1.2.6. the headings of each of the provisions herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provision herein contained.

2. **Eligibility**

2.1. To sign up to this Plan, You acknowledge that You have met the following requirements:-

- 2.1.1. You must be at least 18 years old and above at the time of participation.
- 2.1.2. You own or have purchased the Eligible Device.
- 2.1.3. The Eligible Device is new and free from damage.
- 2.1.4. You have purchase and apply a SWAP screen protector to the Eligible Device.

3. **Registration**

3.1. To be able to enjoy the Plan, You are required to register the Plan on the same day You purchase the SWAP screen protector.

3.2. Subject to Clause 2.1 above, and if You wish to enrol in the Plan, You must complete the online registration form by providing all the required information;

3.3. During registration, You must complete the online form with the following information:

- 3.3.1. Name;

- 3.3.2. Contact No;
- 3.3.3. NRIC;
- 3.3.4. Corresponding address;
- 3.3.5. Email address;
- 3.3.6. Device IMEI no;
- 3.3.7. Screen protector serial number;
- 3.3.8. Date of purchase of screen protector; and
- 3.3.9. Purchase location.

3.4. Upon successful registration, SWAP shall send You a confirmation email indicating that the Plan has been duly activated.

3.5. Each screen protector serial number is eligible for a single registration only and shall neither be reused nor transferred under any circumstances.

4. **Coverage**

4.1. The coverage provided under this Plan are as follows: -

Coverage	Entitlement	Coverage Period
Replacements of Screen Protector	You are entitled to claim the screen protector replacements two (2) times during the Coverage Period.	Twelve (12) months commencing from the date of purchase of the screen protector and successful registration of the Plan.
Reimbursement Sum*	You are entitled to a one-time reimbursement of RM600.00 for cracked Screen Replacement of the Eligible Device.	11 months from the expiry of the Cooling-off Period.

*This Reimbursement Sum is provided as a one-time reimbursement and is not subject to carry forward. Any unused portion of the Reimbursement Sum shall be forfeited.

4.2. The entitlements set forth above shall be valid for a period of twelve (12) months from the date of purchase of the screen protector, provided that the registration of the Plan is successfully completed on the same day as the purchase. No claims or requests for entitlements shall be accepted or processed after the expiry of the twelve (12) month period.

4.3. You are subjected to thirty days (30-days) cooling-off period ("**Cooling-off Period**") from the registration date. During this Cooling-off Period You are not entitled to file a Service Request under the Plan for Reimbursement Sum, however, You may still proceed to claim the replacements for screen protector.

4.4. In relation to any Service Request for Reimbursement Sum concerning the Eligible Device, You shall be entitled to a maximum reimbursement amount of RM600.00 from SWAP, irrespective of the actual cost incurred or service fee charged for the screen replacement or any other repairs.

5. **Service Request**

- 5.1. In the event of Screen Crack Damage or screen protector replacement request for Your Eligible Device, You must submit a Service Request to SWAP by calling SWAP's Call Centre at 03-7940 2800 from 9 a.m. to 6.00 p.m. local time (GMT+8) from Monday to Friday, excluding Saturday, Sunday and public holidays. The Plan must be valid and existing when the Service Request is made.
- 5.2. All Service Request submitted is subject to verification and approval by SWAP. SWAP reserves the right to request any or all documents and/or information and/or confirmation as part of the conditions to provide its Service Request Approval to You. Any failure to submit the documents and/or information and/or confirmation within seven (7) days from SWAP's request will result in the Service Request being rejected. The documents and information requested by SWAP shall be including but not limited to: -
 - 5.2.1. a copy of the proof of purchase for the Eligible Device including but not limited to receipt;
 - 5.2.2. a copy of the proof of purchase and use of the Swap Screen Protector on the Eligible Device;
 - 5.2.3. a copy of the IMEI of the Eligible Device;
 - 5.2.4. a copy of Your identification card/ passport;
 - 5.2.5. Screenshot/verification that the locking features of the Eligible Device has been disabled;
 - 5.2.6. Your confirmation that the Eligible Device is in Your possession;
 - 5.2.7. Your confirmation on the condition of the Eligible Device; and/or
 - 5.2.8. any other documents or information as may be required by SWAP.

Service Request - For Screen Protector

- 5.3. Upon obtaining the Service Request Approval for screen protector replacement, SWAP shall then process Your Service Request and deliver the screen protector replacement to Your address as provided during the registration.

Service Request - For Reimbursement Sum

- 5.4. Upon obtaining the Service Request Approval for Screen Replacement, You shall drop off the Eligible Device for Screen Replacement at the assigned ASC within seven (7) days from the date of approval of the Service Request. If You fail to drop off the Eligible Device at the assigned ASC from the date of approval of the Service Request, the Service Request shall be deemed cancelled.
- 5.5. You are not allowed to change the branch of the ASC assigned to You. If you choose not to proceed with the Screen Replacement with the assigned ASC, the Service Request will be rejected. You are advised to obtain the full fee quote for the Screen Replacement before agreeing to proceed with the Screen Replacement.
- 5.6. The approval of Your Service Request will be subject to Your compliance with these Terms and the availability of replacement screen.
- 5.7. It shall be Your responsibility to complete the following process before handling Your Eligible Device to the assigned ASC: -

- 5.7.1.1. remove any screen lock application (password, PIN, touch ID or face-detected ID);
 - 5.7.1.2. deactivate any activation lock (such as “Find my iPhone” or similar locking feature);
 - 5.7.1.3. remove any confidential, proprietary and personal information (including photos); and
 - 5.7.1.4. remove any removable cards such as media and SIM cards. SWAP and the ASC shall not be liable for any loss or misappropriation of or damage to the data left on Your Eligible Device.
- 5.8. Once the screen of Your Eligible Device has been replaced, the representatives from ASC will contact You to pick up the Eligible Device from the branch of the ASC assigned to You.
- 5.9. Upon confirmation that the screen of Your Eligible Device has been replaced, You are required to pay the **full payment** for the Screen Replacement services (“**Screen Replacement Fee**”) provided by the assigned ASC before You are able to collect Your Eligible Device.
- 5.10. You shall pay the amount charged for the Screen Replacement Fee to the ASC. The ASC will then give payment receipt together with the relevant supporting document (such as screen replacement job order) being proof of the service rendered. You are required to keep the said payment receipt and the supporting documentation.

6. **Reimbursement Process**

- 6.1. Upon completion of the Screen Replacement and collection of Your Eligible Devices, You may contact SWAP's call centre within seven (7) business days from the payment date of the Screen Replacement Fee to ASC in order to initiate the reimbursement process for the Reimbursement Sum. An application for Reimbursement Sum from SWAP which is filed after seven (7) business days may cause substantial delay in the reimbursement process.
- 6.2. To request for the Reimbursement Sum, You are required to provide the following documents to SWAP:
 - (a) Proof of payment of Screen Replacement Fee; and
 - (b) Screen replacement job order.
- 6.3. Upon receiving Your reimbursement application, SWAP shall then process your reimbursement within fourteen (14) business days and remit the Reimbursement Sum to Your bank account within fourteen (14) business days from the date such reimbursement being approved.
- 6.4. SWAP reserve the right to reject such reimbursement application should SWAP find discrepancies with the application.
- 6.5. For the avoidance of doubt, the Reimbursement Sum is capped at RM600 regardless the actual repair cost.

7. **Limitations & Exclusions**

- 7.1. Subject to the Terms herein, this Plan is not applicable to the following: -

- 7.1.1. Devices with pre-existing cracks or damaged displays
- 7.1.2. Repair or replacement of crack screen at an unauthorised service centre
- 7.1.3. Where the product serial number has been removed or made illegible or has been tampered with
- 7.1.4. Liquid damage
- 7.1.5. Disasters such as floods, fires, winds, earthquakes, or lightning
- 7.1.6. Damage due to foreign material
- 7.1.7. Damage due to exposure to moisture, dampness, or extreme thermal environment conditions
- 7.1.8. Nuclear Hazard
Nuclear reaction or radiation, or radioactive contamination, howsoever caused
- 7.1.9. War
 - i. War including undeclared or civil war
 - ii. waterlike action by military force
 - iii. insurrection, rebellion, revolution, usurped power or action taken by the governmental authority in hindering or defending against any of these.
- 7.1.10. Terrorism
Any act of Terrorism
- 7.1.11. Recall or design defect
 - i. Manufacturer's recall; or
 - ii. Error or omission in design, programming or system configuration.
- 7.1.12. Cosmetic scratches or wear -and-tear not amounting to cracks.
- 7.1.13. Intentional loss or damage
Abuse, intentional acts or use of the Eligible Device in a manner inconsistent with the use for which it was designed, intended or advised by the manufacturer or that would void the manufacturer's warranty.
- 7.1.14. Failure to mitigate
Failure to do what is reasonably necessary to minimize loss from an incident and to protect the Eligible Device from any further incident.
- 7.1.15. Pollution
Pollution involving any pollutants.
- 7.1.16. Outside coverage period
 - (i) An incident that takes place before device is an Eligible Device;
 - (ii) An Incident that takes place after the coverage period has ended.
- 7.1.17. Mysterious damage
- 7.1.18. Consequential loss or damage
Loss of use, consequential loss, or consequential damage of any kind.
- 7.1.19. Fraudulent Service Request
If the information provided by You is untrue in any material aspect or if any claim made by You is fraudulent or intentionally exaggerated or if any false declarations or statements is made in support thereof, then Your enrolment in the Plan shall be void and SWAP shall not be liable to make any payment hereunder
- 7.1.20. Commercial Use
Commercial use (multi-user organizations), public rental, use for profit or communal use for multifamily housing.
- 7.1.21. Negligence
Any loss or damage to the Eligible Device due to negligence of any kind.
- 7.1.22. External Causes
Reception and transmission problems resulting from external causes.
- 7.1.23. Illicit Trade
Use of the Eligible Device in any illicit trade or transportation or in the commission of a crime.

7.1.24. Liabilities

Any liabilities arising from the Eligible Device or the use of it.

8. **Termination**

- 8.1. Your Plan shall be automatically terminated upon the expiry of the Coverage Period regardless of whether any Service Request was utilised or once You have successfully received the Reimbursement Sum and claimed the screen protector replacements twice, whichever comes first. No claim shall be entertained once the Plan has expired.

9. **Personal Data Consent**

- 9.1. By registering to the Plan, You are deemed to have read, understood and agreed to be bound by SWAP's Privacy Policy which is available at https://swap-asia.com/static/policies/global_pdpp.pdf ("Privacy Policy") as well as consented to SWAP and the ASC in collecting, using, processing, transferring, storing and disclosing Your personal data as defined under the Personal Data Protection Act 2010 within or outside Malaysia for the purposes of providing, facilitating, managing and maintaining the Plan and services and/or any other purposes relating to the Plan in accordance with SWAP's Privacy Policy.

10. **Limits of Liability**

- 10.1. SWAP's entire liability and that of SWAP's ASC to You in contract, tort (including negligence or breach of statutory duty) or otherwise shall be limited to the amount of fixed reimbursement agreed under the Plan.
- 10.2. In no event shall SWAP and/or the ASC be liable to You or any other party for any economic loss, loss of use, loss of revenue or anticipated profits, goodwill, lost business or indirect, incidental, consequential, special, exemplary or punitive damages arising from the Plan even if SWAP or the ASC have been advised of or have foreseen the possibility of such damages.
- 10.3. The condition of the replacement screen for the Eligible Device under the Plan is provided on "as is" and "as available" basis. To the fullest extent permitted by law, SWAP expressly exclude and disclaims any representations, warranties or endorsement, express or implied, written or oral, of the replacement screen and services to be provided hereunder, including any implied warranty of title, merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance and shall not assume any responsibility for such replacement screen or services offered under the Plan. SWAP will not be responsible for any loss or damage sustained or suffered by You as a direct or indirect result of Your use of the replacement screen for the Eligible Device for restoration purposes and the services.

11. **Force Majeure**

- 11.1. You hereby agree and acknowledge that SWAP has no responsibility for delays or failures to perform any of its obligations under the Plan and these Terms where the occurrence of such delays or failures is caused by the following: -

- 11.1.1. failure of any mechanical or electronic device, data processing system, transmission line;
- 11.1.2. any form of electrical failure;
- 11.1.3. acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties including but not limited to strikes, slowdowns, picketing or boycotts, riots, civil commotion, embargo, acts of government, military authority, pandemic; or
- 11.1.4. other causes beyond SWAP's reasonable control.

12. Notices

12.1. Any notice or communication may be given by SWAP to You in any of the following ways: -

- a) by dispatching the same by courier or hand to Your last known address in SWAP's record, which shall be deemed to be received by or communicated to You on the date of delivery; or
- b) by posting the notice at SWAP's website; or
- c) by posting the notice to You by way of an ordinary or registered post to Your last known address in SWAP's record, which shall be deemed to be received by or communicated to You three (3) days after the date of posting of the notice to You by ordinary or registered post; or
- d) by sending the notice by short message service, voice mail, electronic messages or electronic mail to Your mobile phone number or email address, which shall be deemed to be received by or communicated to You upon completion of the transmission; or
- e) by contacting and/or notifying You by telephone at Your telephone number in SWAP's record of the notice, which shall be deemed to be received by or communicated to You immediately after the telephone call; or
- f) by any other methods as SWAP deems fit.

12.2. All notices or communication given by You to SWAP shall be deemed to have been received by SWAP at the time of actual receipt by SWAP.

13. Jurisdiction

13.1. These Terms shall be subject to the application of any prevailing laws, guidelines, directives, notices, regulations enacted and/or any other written laws in Malaysia or which are issued by any other body having supervisory authority over in relation to or which are applicable to the Plan or any matters herein.

13.2. Any disputes/conflicts/proceedings arising herein shall be resolved exclusively by the courts of Malaysia.

14. **Miscellaneous**

- 14.1. SWAP reserve the right to validate the IMEI against the device blacklisted database.
- 14.2. SWAP reserve the right to reject Your claim that do not comply with the Terms.
- 14.3. SWAP reserve the right to terminate or amend the program coverage with notice; however, existing registered customer remain covered until the expiry date.
- 14.4. You shall not assign or transfer Your Plan or any benefit, interest or obligations under these Terms to any third party without SWAP's prior written consent. SWAP may assign or transfer its benefit, interest or obligations under these Terms to any third party without Your prior consent.
- 14.5. These Terms shall be binding upon: -
 - a) Your personal representatives, heirs and permitted assigns; and
 - b) the successors in title and assigns of SWAP.
- 14.6. Time wherever mentioned in these Terms shall be of the essence.
- 14.7. Any failure by SWAP to enforce any Terms herein, or any relaxation, forbearance, delay or indulgence granted by SWAP to You shall not be construed as waiver of SWAP's rights provided under these Terms.

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