

DEVICE CARE
TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) governs the Device Care value added service for the purchases of Meizu smartphone. By registering to the Plan, You are deemed to have read, understood and agreed to be bound by these Terms. These Terms shall be read together with the [Manufacturer’s Warranty](#).

1. DEFINITION & INTERPRETATION

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

<i>Authorised Service Agent</i>	Means any third-party contractor, agent or representatives that may be appointed by SWAP to carry out SWAP’s services under the Plan, which may include but not limited to logistic partner, service centre or data processing partner (non-exhaustive list).
<i>Commencement Date</i>	Means the date of the purchase of the Product and/or when SWAP has registered Your Eligible Device’s IMEI and other device information for the Plan. For the avoidance of doubt, Your Plan coverage will start on this date.
<i>Damage</i>	Means the occurrence of Screen Crack Damage or Manufacturer defect/damages occurred during the time Your Plan is in effect.
<i>Eligible Device</i>	Means Meizu wireless mobile device: - (i) that has a valid and unaltered IMEI; (ii) which is supplied to You by the original manufacturer of the device; (iii) which is licensed for use in Malaysia and must not be reported as lost or stolen; and (iv) which has been designated by SWAP as eligible for protection under the Plan.
<i>Extended Warranty</i>	Means the extension of the original equipment manufacturer’s warranty for the coverage of a product beyond the original warranty period provided by the original equipment manufacturer. This extension coverage typically includes repairs and replacements parts for mechanical or electrical failures that occur after the expiration of the Manufacturer’s Warranty period until month 24 from the date of purchase of the Products.

IMEI	Means international manufacturer's equipment identification of a wireless mobile device.
Plan	Means Device Care Plan that is packaged together with the Product which provides Screen Crack coverage and Extended Warranty subject to terms and conditions herein.
Product	Mean Meizu smartphone
Screen Crack Damage	Means damage to the LED screen of the Eligible Device (back and front of the LED screen) caused by an accident.
Screen Replacement	Means the replacement of the screen of Your Eligible Device.
Service Request	Means the request made by You to claim for Screen Crack Damage, Manufacturer's Warranty or Extended Warranty according to this Terms.
Service Request Approval	Means the notification of the approval of Your Service Request as provided by SWAP.
Manufacturer's Warranty	Means the 12 months period from the date of purchase of Eligible Device.
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: -
- (a) words importing the masculine gender only shall include the feminine and neuter genders and *vice versa*;
 - (b) words in the singular number only shall include the plural number and *vice versa*;
 - (c) 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;
 - (d) references to any documents shall be deemed to include references to such documents as varied, supplemented or replaced from time to time;
 - (e) words applicable to natural persons shall include any body of persons, company, corporation, firm or partnership corporate or unincorporated and *vice versa*; and

- (f) 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. **SCOPE OF DEVICE CARE**

- 2.1. Meizu Products that is imported and distributed by Swap Logistics Distribution Sdn Bhd. (“SLD”) SWAP is the authorised service provider of the Device Care for the Products.
- 2.2. Device Care only provided to Products that are exclusively distributed by SLD.

3. **ELIGIBILITY**

- 3.1. You are required to register your personal detail to be enrolled under Device Care.
- 3.2. For You to be eligible for this Plan, you must fulfill the following requirements:
- a) The Eligible Device must be a brand new Products;
 - b) The Eligible Device must be purchased from SLD;
 - c) You have registered Your personal detail for this Plan.

4. **REGISTRATION PROCESS**

- 4.1. Upon purchasing the Products, You are required to scan the QR code paste on the box of the products;
- 4.2. Upon scanning, You will be directed to a website where you are required to fill in the online registration form;
- 4.3. You are also required to attached proof of purchase of the Products;
- 4.4. Upon filling in all the details as required, kindly submit your application. Your information will be processed and use whenever You claim for warranty.

5. **PLAN ENTITLEMENT**

COVERAGE

The coverage provided under this Plan are as follows: -

Coverage	Entitlement
Screen Crack Damage	You are entitled to repair the Screen Crack Damage once during the 12 months period from the date of purchase of Eligible Device.
Manufacturer’s Warranty	You are entitled to the original equipment Manufacturer’s Warranty for 12 months period from the date of purchase of

	Eligible Device. This coverage entails unlimited repairs of the Eligible Device during this Manufacturer's Warranty period.
Extended Warranty	You are entitled to the original equipment Manufacturer's Warranty for 12 months period from the date of expiry of the Manufacturer's Warranty. This coverage entails unlimited repairs of the Eligible Device during this Extended Warranty period.

6. SERVICE REQUEST PROCESS

GENERAL

- 6.1. In the event of any Damage of Your Eligible Device, You must submit a Service Request to SWAP by calling SWAP's Call Centre at **03-7940 2977** from **9 a.m. to 6.30 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.
- 6.2. For any Service Request submitted is subject to verification and approval from 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 from SWAP will result in the Service Request being rejected. The documents and information requested by SWAP shall be including but not limited to:-
- (a) a copy of the proof of purchase for the Eligible Device including but not limited to receipt;
 - (b) a copy of the IMEI of the Eligible Device;
 - (c) a copy of Your identification card/ passport;
 - (d) Screenshot/verification that the locking features of the Eligible Device has been disabled in accordance to Clause 7.7(b) of this Terms;
 - (e) Your confirmation that the Eligible Device is in Your possession;
 - (f) Your confirmation on the condition of the Eligible Device; and/or
 - (g) any other documents or information as may be required by SWAP.
- 6.3. The approval of Your Service Request will be subject to Your compliance with these Terms and the availability of replacement screen, replacement parts and/or Substituted Device.
- 6.4. Upon receiving such request, SWAP will verify Your details as well as determine the nature of Your claim either Screen Crack Damage or claim under Manufacturer's Warranty or Extended Warranty.
- 6.5. After verification and determination of the nature of Your request, SWAP will assigned to You the Authorized Service Centre ("**ASC**") for the purpose of repairing the device. You will then receive a notification via email confirming that Your request has been approved and that the appropriate ASC has been assigned to handle Your Service Request.
- 6.6. The ASC will also be notified via email of the Service Request made by You.

SCREEN REPLACEMENT

6.7. The following clauses shall apply to the Screen Replacement: -

- (a) upon obtaining the Service Request Approval, 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;
- (b) it shall be Your responsibility to complete the following process before handling Your Eligible Device to the appointed repair service branch: -
 - (i) remove any screen lock application (*password, PIN, touch ID or face-detected ID*);
 - (ii) deactivate any activation lock (*such as "Find my iPhone" or similar locking feature*);
 - (iii) remove any confidential, proprietary and personal information (including photos); and
 - (iv) remove any removable cards such as media and SIM cards. SWAP and the Authorised Service Agent shall not be liable for any loss or misappropriation of or damage to the data left on Your Eligible Device,
- (c) 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. You are not allowed to change the branch of the ASC assigned to You;

7. EXCLUSIONS

7.1. The Terms shall not cover any incident caused directly or indirectly, in whole or in part, by any of the following exclusions. The following events or occurrences are excluded regardless that any other cause or event contributes concurrently or in any sequence to the excluded event or occurrence:-

- (i) Product purchased from non-authorized dealers or from overseas;
- (ii) Spillage of foods or liquids;
- (iii) Different from the Products model indicated on the warranty certificate or the warranty certificate has been altered;
- (iv) Damage due to improper packing during shipment to Meizu appointed service partner;
- (v) Operating with incorrect or irregular voltage supply;
- (vi) Corrosion, rusting or stains;
- (vii) Improper testing, operation, demonstration, maintenance, installation, adjustment or any alteration or modification of any kind;

- (viii) If any part or parts of the unit are replaced with a part or parts not supplied or approved by Meizu;
- (ix) Repair or attempted repair by any party other than a Meizu authorised technician;
- (x) Where the product serial has been removed or made illegible or has been tampered with;
- (xi) Where any ancillary equipment or software not furnished or approved by Meizu causes problems or damage;
- (xii) Disasters such as floods, fires, winds, earthquakes, or lightning;
- (xiii) Damage due to foreign material;
- (xiv) Damage due to exposure to moisture, dampness, or extreme thermal environment conditions;
- (xv) Liquid Damage
Liquid damage to the device or was caused by improper closure of cover or the USB cover of the device; or submission of the device in water for 30 minutes or more; or the depth of the water at which the device was submerged was greater than or equal to 1.5 metres.
- (xvi) Accidental User Damage
Accidental user damage, such as liquids spillage, unparts oxidation, drop-related damage, improper voltage input, excessive pressure, or main board deformation (for a power adaptor, such damage includes cracks, broken pins, severe deformation, broken power cable, and exposed wire core).
- (xvii) Governmental Authority
Seizure or destruction of the Eligible Device by order of any governmental authority.
- (xviii) Nuclear Hazard
Nuclear reaction or radiation, or radioactive contamination, howsoever caused.
- (xix) 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.
- (xx) Terrorism
Any act of Terrorism.
- (xxi) Recall or Design Defect
 - i. Manufacturer's recall; or

- ii. Error or omission in design, programming or system configuration.

(xxii) Cosmetic Damage

Cosmetic damage, howsoever caused, that does not affect the manufacturer's intended use. This includes but is not limited to: -

- i. marring or scratching;
- ii. change in colour or other change in the exterior finish;
- iii. expansion or contraction;
- iv. accessories used in or with the Eligible Device;
- v. cables, cords, cartridges and stylus, tapes or software (including software bundled with a personal computer); and/or
- vi. add-on options incorporated in an Eligible Device for which options are not essential to the basic function of the Eligible Device.

(xxiii) Covered Under Manufacturer's Warranty

- i. Any incident that is covered under the manufacturer's warranty. This exclusion shall apply to any Eligible Device submitted for repair or replacement to the warranty provider until such repair or replacement has been completed to Your satisfaction.
- ii. Costs or charges for which the manufacturer, supplier or distributor of the Eligible Device is liable in accordance with its standard warranty obligations.

(xxiv) Programming, Repair Work

Programming, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining or performing any other work upon Eligible Device that is intended to alter, improve, maintain or enhance the performance of the Eligible Device.

(xxv) Computer Virus

Computer virus or any other malicious code or similar instruction that: -

- i. disrupts the normal operation of the Eligible Device; and/or
- ii. results in destruction of or unsuitability of data or programs stored in the Eligible Device.

(xxvi) Voluntary Parting

Voluntary parting with Eligible Device by You or by any person entrusted with the Eligible Device, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence.

(xxvii) 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.

(xxviii) 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.

(xxix) Pollution

Pollution involving any pollutants.

(xxx) Outside Subscription Period

- i. An incident that takes place before device is an Eligible Device;
- ii. An incident that takes place in any week, month or year for which You have not paid the required Subscription Fee; or
- iii. An Incident that takes place after the Subscription Period has ended.

(xxxi) Wear and Tear, Prior Damage

Normal wear and tear, gradual deterioration, any latent defect or any condition existing prior to the Subscription Period of the Eligible Device.

(xxxii) Theft

- i. from any unattended premises;
- ii. of Eligible Device left unattended in a public place or place to which the public had access at the time of theft; or
- iii. if the Eligible Device is stolen from an unattended vehicle, soft-top or open sided vehicles including watercraft, aircraft, train or light rail.

(xxxiii) Mysterious Damage

Accidental damage where no actual known or identifiable event or occurrence can be attributable to causing the damage to Eligible Device.

(xxxiv) Consequential Loss or Damage

Loss of use, consequential loss, or consequential damage of any kind.

(xxxv) 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 subscription or enrolment in the Plan shall be void and SWAP shall not be liable to make any payment hereunder.

(xxxvi) Commercial Use

Commercial use (multi-user organizations), public rental, use for profit or communal use for multifamily housing.

(xxxvii) Negligence

Any loss or damage to the Eligible Device due to negligence of any kind.

(xxxviii) External Causes

Reception and transmission problems resulting from external causes.

(xxxix) Illicit Trade

Use of the Eligible Device in any illicit trade or transportation or in the commission of a crime.

(xl) Liabilities

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

8. TERMINATION

- 8.1. This Terms shall be automatically terminated upon expiry of the period of Extended Warranty. No claim shall be entertained once the Plan has expired.

9. UNDERWRITER

- 9.1. The Plan is underwritten by The Pacific Insurance Berhad (Registration No. 198201011878 [91603-K]) a general insurer licensed under the Financial Services Act 2013 and administered by SWAP. SWAP is also the group policy owner and a corporate agent of The Pacific Insurance Berhad. Please [click here](#) for the Group Policy and Product Disclosure Sheet. Further particulars will be made available to You upon request.

10. REVISIONS & AMENDMENTS TO THE TERMS

- 10.1. SWAP reserves the right upon giving prior notice of at least seven (7) days to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) any of these Terms ("**Amendment**").
- 10.2. Notification to You in relation to the Amendment shall be effected at SWAP's absolute discretion through any one of the means of communication set out in Clause 15. The Amendment shall be deemed as binding on You as from the date of notification of the Amendment or from such other date as may be specified by SWAP in the notification.
- 10.3. No compensation in cash or any kind shall be given to You for any losses or damages suffered or incurred by You as a direct or an indirect result of such Amendment of these Terms.

11. PERSONAL DATA CONSENT

- 11.1. By subscribing 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://www.swap-asia.com/wp-content/uploads/static/policies/pdpp.pdf> ("**Privacy Policy**") as well as

consented to SWAP and the Authorised Service Agents 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.

12. FORCE MAJEURE

- 12.1. 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: -
- a. failure of any mechanical or electronic device, data processing system, transmission line;
 - b. any form of electrical failure;
 - c. 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
 - d. other causes beyond SWAP's reasonable control.

13. GOVERNING LAW AND 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. LIMITS OF LIABILITY

- 14.1. SWAP's entire liability and that of SWAP's Authorised Service Agent to You in contract, tort (including negligence or breach of statutory duty) or otherwise shall be limited to the cost of the Eligible Device.
- 14.2. In no event shall SWAP and/or SWAP's Authorised Service Agent 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 SWAP's Authorised Service Agents have been advised of or have foreseen the possibility of such damages.
- 14.3. The condition of the replacement screen and/or replacement parts for the Eligible Device for restoration purposes and the services under the Plan are 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, replacement parts 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, replacement parts 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 and/or part of the replacement items for the Eligible Device for restoration purposes and the services.

15. NOTICES

- 15.1. 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;
 - b) by posting the notice at SWAP's website at <https://swap-asia.com/> [w
 - 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;
 - 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;
 - 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.
- 15.2. 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.

16. MISCELLANEOUS

- 16.1. 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.
- 16.2. These Terms shall be binding upon: -
- a) Your personal representatives, heirs and permitted assigns; and
 - b) the successors in title and assigns of SWAP.
- 16.3. Time wherever mentioned in these Terms shall be of the essence.
- 16.4. In the event, You have queries with regards to the Plan, please call 03-79402977.

- 16.5. 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.