

These Terms and Conditions form the service agreement between Samsung Electronics Canada Inc. (“We”, “Us” and “Our”) and you, Our customer (“You” and “Your”) with respect to this Samsung Care+ plan (“Plan”). The head office of Samsung Electronics Canada Inc. is located at 2050 Derry Road West, Mississauga, Ontario, L5N 0B9.

By purchasing this Plan, You expressly agree that You have had the opportunity to read these Terms and Conditions and that You accept these Terms and Conditions. These Terms and Conditions and the confirmation letter You will receive containing the description of Your eligible device(s) for which this Plan was purchased (“Confirmation Letter”), constitute the entire agreement between You and Us. No oral or written representations, warranties or conditions, and no amendment or modification of these Terms and Conditions will be binding on You or on Us, except as otherwise required by law.

## What Device Is Protected by this Plan?

Your device protected by the Plan is the Samsung smartphone, tablet, or wearable device\* You purchased new in Canada (“Device”), as specified on the Confirmation Letter.

Only the Device for which this Plan was purchased as indicated on the Confirmation Letter is eligible for protection under the Plan. You cannot transfer the Plan to another person or business, or to another Device.

\*This Plan is available on select eligible wearable devices only. To see a list of eligible wearable devices, please visit <https://support-ca.samsung.com/secaew/consumer/ca/category/categorymainform> and follow the instructions.

## When Can You Purchase the Plan?

You can purchase the Plan only at the time You purchase Your Device (“Device Purchase Date”) or within sixty (60) days of the Device Purchase Date. If You purchase the Plan from Samsung.com/ca, Your device must have been registered and activated with a Canadian wireless service provider within the sixty (60) days of the Device Purchase Date.

If You purchase the Plan within sixty (60) days of the Device Purchase Date, a 25-day waiting period will apply before You can request services under the Plan.

## When Does Plan Protection Begin and End?

Protection begins on the date you purchase the Plan and ends the earlier of:

1. 24 months from the Device Purchase Date; and
2. the date this Plan is cancelled in accordance with the section entitled “Can this Plan be Cancelled?”.

Repair services will not be provided for any damage or malfunction occurring more than 24 months from the Device Purchase Date.

If you purchase the Plan within sixty (60) days of the Device Purchase Date, a 25-day waiting period will apply before you can request services under the Plan but coverage begins on the date You purchase the Plan.

Your Device is protected by the manufacturer’s warranty within the first year after Your Device is purchased and this Plan extends the mechanical malfunction or defect coverage for an additional year. From the time of Plan purchase and for the full term of the Plan, Your Device is covered for physical or liquid damage in accordance with the section entitled “Description of the Plan”.

We are not responsible and have no obligations to You for any issues with Your Device arising from an event that occurs before You purchase the Plan or after the Plan ends, whether by cancellation or expiry.

## Description of the Plan

This Plan complements and is supplementary to the manufacturer’s warranty but does not replace the manufacturer’s warranty or warranty obligations during the manufacturer’s warranty period. Parts and services covered by the manufacturer’s warranty and the warranty obligations under the manufacturer’s warranty, including battery replacements, are the responsibility of the manufacturer only. This Plan provides certain additional protection which the manufacturer may not provide. Please refer to the terms and conditions of the manufacturer’s warranty for more details.

In the event Your Device suffers a mechanical malfunction or defect, including battery failure, that is not covered by the manufacturer’s warranty, or Your Device suffers physical or liquid damage that renders it inoperable, We will repair Your Device and return it to normal operating conditions. At Our sole option, We may choose to replace Your Device rather than repair it.

If Device failure is due to physical or liquid damage, this Plan provides a maximum of two (2) service requests throughout the lifetime of the Plan. There are no limits for service requests due to mechanical malfunction or defects, provided they are not protected by the manufacturer’s warranty.

If We replace Your Device, Your Device will be replaced with a refurbished Samsung device of like kind and quality and with comparable features and functionality, but not necessarily of the same colour, and not to exceed the current value of Your Device as determined by Us. Standard accessories included with Your Device in the original manufacturer’s packaging will only be replaced when incompatible with the replacement device. All parts and Devices that have been replaced by a replacement part or device become Our property. Protection under this Plan will be extended to the replacement device for the duration of time remaining under this Plan. The replacement device will become the protected Device. Any repair covered under this Plan may only be performed by a Samsung authorized service center.

## Plan Purchase Price

The Plan purchase price, plus applicable taxes, is payable when You purchase the Plan. If you purchase the Plan at a Samsung Experience Store or online through Samsung.com/ca, the Plan purchase price for Your Device is located at the following link: <https://www.samsung.com/ca/offer/samsung-care-plus/>. If you purchase the Plan from a Canadian authorized retailer, please refer to the place of purchase for the applicable Plan purchase price.

## How To Request Services

Call Us at 1-877-699-1356 24 hours / 7 days per week (including holidays) to initiate a service request. You may be required to provide Us with the original Confirmation Letter or with any other information We may reasonably request. A service fee, plus applicable taxes, will apply to each service request as follows:

	Service Fee
Tablet – TIER 1	\$29.00
Tablet – TIER 2	\$49.00
Smartphone – TIER 1	\$59.00
Smartphone – TIER 2	\$99.00
Smartphone – TIER 3	\$99.00
Smartphone – TIER 4	\$160.00
Smartphone – TIER 5	\$190.00
Wearable Device – TIER 1	\$29.00
Wearable Device – TIER 2	\$29.00
Wearable Device – TIER 3	\$29.00

The service fee for Smartphones and Wearables is determined by the device tier based on the make and model of Your Device. To find Your Device's tier, please refer to the Confirmation Letter or call Us at 1-877-699-1356.

Upon processing Your service request, We will supply You with a return courier package which You must use to ship Your defective or inoperable Device to Us for repair.

Expedited repair services at an authorized walk-in repair centre may be available for certain repairs in or near Your geographical location. We will offer You this option if available.

**Before providing Your Device for service, YOU MUST:**

1. if possible, remove any screen lock application (e.g., PIN, touch ID, or password);
2. deactivate any Activation Lock, such as Google Activation Lock or any other Activation Lock application in the market; and
3. remove any removable cards such as media and SIM Cards.

Please note that failure to deactivate any Activation Lock may result in a delay in repairing Your Device.

It is Your responsibility to remove Your SIM and memory card, and any accessories, if possible, and to delete all personal or sensitive data from the Device before You ship it. It is Your responsibility to back up the contents of Your Device.

**PLEASE NOTE: DURING THE REPAIR SERVICES, WE WILL RESET YOUR DEVICE, REMOVE ANY REMAINING CONTENTS, AND INSTALL THE CURRENT OPERATING SYSTEM, INCLUDING ANY REQUIRED UPDATES, WHICH WILL RESULT IN THE PERMANENT LOSS OF ALL CONTENTS THAT WERE INSTALLED OR STORED IN YOUR DEVICE PRIOR TO THE REPAIR SERVICES.** Your Device will be returned to You configured as originally purchased, subject to applicable updates. Third-party applications/software previously installed in the Device may not be compatible or properly function with the Device as a result of required updates to the operating system.

This Plan does not include restoration of data to Your Device or, if applicable, its replacement under this Plan.

## What Is Not Protected by the Plan?

The Plan does not apply to and We do not provide services for:

1. mechanical failures or defects or battery failures covered by the manufacturer's warranty during the term of such warranty;
2. data sticks;
3. Devices with removed, altered or defaced serial numbers or International Mobile Equipment Identity (IMEI) numbers;
4. Devices used for commercial purposes, provided by You for use by the general public, or used for lease or rental. Use of a Device for these purposes will void this Plan;
5. except as otherwise required by law, incidental, indirect, or consequential damages, including, but not limited to, loss of profits, down-time and charges for time and effort;
6. any loss or amount other than the repair or, if applicable and at Our sole option, the replacement of the Device;
7. Device malfunction resulting from intentional physical damage, abuse, misuse, or vandalism;
8. Device malfunction or damage resulting from repairs conducted by other parties;
9. Device malfunction or damage due to improper installation on, or improper equipment modifications to the Device;
10. lost end-user replaceable parts;
11. accessories, except, if We replace the Device, if the original accessories are not compatible with the replacement Device;
12. straps and strap components (including, but not limited to buckles, clasps, spring bars, and pins);
13. accessories that do not come with Your Device in the original manufacturer's package, including, but not limited to, car chargers, Bluetooth headsets, and face plates;
14. "No problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced;
15. Devices purchased as used recertified, or refurbished devices;
16. minor imperfections in devices that meet design specifications or cosmetic damage (including but not limited to scratches and dents) that do not affect functionality of the Device;
17. replacement SIM card or related item; or
18. any malfunction or damage occurring (i) prior to the purchase date of the Plan or (ii) after this Plan is cancelled or expired.

## Can This Plan be Cancelled?

### (a) Cancellation by You:

**Quebec Residents:** In circumstances where this Plan is governed by the laws of the Province of Quebec, this section does not apply to You, and You may cancel this Plan in accordance with the laws of the Province of Quebec. You may cancel this Plan within the first 30 days from the date You purchased the Plan. You may be entitled to a refund as follows:

1. if You have not obtained services under the Plan, You will receive a full refund of the purchase price of the Plan.
2. If You have obtained services under the Plan, You will receive a refund of the purchase price of the Plan, less the cost of services received (unless otherwise prohibited by law).

After the first 30-day period, You cannot cancel the Plan and no refund will be provided (unless otherwise prohibited by law).

### (b) How You Can Cancel The Plan:

You may request a cancellation of the Plan as follows:

1. If You purchased the Plan online through Us, call 1-800-SAMSUNG (726-7864) or send a text to WECARE (932-273), 24 hours / 7 days per week (including holidays).
2. If You purchased the Plan from a Samsung Experience Store, contact any Samsung Experience Store location in Canada.
3. If You purchased the Plan at a retail location, You must contact that retailer.

### (c) Cancellation By Us:

We may cancel the Plan on the basis of (a) fraud or misrepresentation by You in submitting a service request; (b) commercial or rental use of the Device; (c) an unauthorized repair of Your Device; or (d) transfer of the Device by You to another person or business.

## Limitations Of Liability

**Quebec Residents:** In circumstances where this Plan is governed by the laws of the Province of Quebec, some or all of the below limitations may not apply to you.

Our liability under this Plan is strictly limited to the repair to or, if applicable and at our sole option, the replacement of Your Device. If You pay for the costs of repair or replacement of the Device, We will not reimburse You for such costs. We are not liable for any loss of programs, data, or other information stored on Your Device or any media. In no event will We be liable to You or any third party for any damages resulting from, or relating directly or indirectly to, Your Plan, including, but not limited to, any damages You may suffer if data left on Your Device is accessed, or alternatively, is unrecoverable.

## Your Privacy

We are committed to the protection of Your privacy, including the information You share with respect to the Plan. You agree and acknowledge that You may be asked certain personal information, such as Your name, telephone number, address, IMEI number, and other personally identifiable information when You are enrolled in the Plan and when You request and receive service in connection with the Plan. This personal information may be collected and sent to Us on Your behalf by the retailer from whom You purchased the Plan. Samsung may share certain information with its business partners to facilitate any repairs in connection with the Plan. Your use of the Plan is subject to Samsung's Privacy Policy, located at <http://www.samsung.com/ca/info/privacy/> ("Privacy Policy"), as well as other policies that Samsung may adopt from time to time, all of which are hereby incorporated by this reference into the Plan. The Privacy Policy governs how Samsung collects and uses Your information and information related to Your use of the Plan. Samsung may update the Privacy Policy from time to time, so please periodically review the Privacy Policy.

You have specifically requested the English version of these Terms and Conditions. A French version is available upon request. Vous avez spécifiquement demandé la version anglaise de ces termes et conditions. La version française est disponible sur demande.

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