

SWAP PROTECT TERMS AND CONDITIONS

Important Notice: Please read and accept these Terms before subscribing to Swap Protect Plan.

These Terms and Conditions (“**Terms**”) consist of: -

- (a) the **General Terms and Conditions** in **Part 1** which shall be applicable to all the Plan;
- (b) the **Specific Terms and Conditions for Protect Basic Plan** in **Part 2** which shall be applicable to You if You subscribe to a Protect Basic Plan;
- (c) the **Specific Terms and Conditions for Protect Plus Plan** in **Part 3** which shall be applicable to You if You subscribe to a Protect Plus Plan; and
- (d) the **Specific Terms and Conditions for Protect Pro Plan** in **Part 4** which shall be applicable to You if You subscribe to a Protect Pro Plan.

These Terms govern Your subscription, renewal and use of the Plan provided by SWAP. By subscribing to the Plan, You are deemed to have read, understood and agreed to be bound by these Terms.

PART 1 – GENERAL TERMS AND CONDITIONS

DEFINITION & INTERPRETATION

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

<i>Accidental Damage</i>	Means any sudden, unexpected, unforeseen physical damage such as cracked screen, and/or destruction that is externally detectible and which causes malfunction of the Eligible Device.
<i>Additional Service Request Fee</i>	Means the additional amount of fee being the difference between the Screen Replacement Fee or the Device Repair Fee and the Device Exchange Fee that needs to be topped-up by You if You choose to proceed with the Device Exchange for the Eligible Device which is Beyond Economic Repair.
<i>Annual Subscription Fee</i>	Means the subscription fee for the Annual Subscription Period.

<i>Annual Subscription Period</i>	Means each period of twelve (12) consecutive months.
<i>Attended Theft</i>	Means unlawful act of taking of Your Eligible Device while under Your care and custody with the intention to permanently deprive You of Eligible Device.
<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>Beyond Economic Repair</i>	Means the Eligible Device is beyond economic repair and/or certain parts of the Eligible Device are not available as determined by SWAP.
<i>Billing Cycle Date</i>	Means the first day of the Subscription Period.
<i>Cancelled / Cancellation</i>	Means You have elected to discontinue the subscription of Plan.
<i>Commencement Date</i>	Means the date when You first successfully subscribed Your Eligible Device under the Plan and paid the Subscription Fee and 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, Accidental Damage, Liquid Damage as covered under Your Plan, during the time Your Plan is in effect.
<i>Device Exchange</i>	Means a service to provide a device in exchange of Your Eligible Device.
<i>Device Exchange Fee</i>	Means the applicable fee for the Device Exchange payable by You to SWAP upon obtaining the Service Request Approval.
<i>Device Repair</i>	Means repair services for Your Eligible Device which are only permitted if Your Eligible Device is not Beyond Economic Repair.
<i>Device Repair Fee</i>	Means the applicable fee for the Device

	Repair payable by You to SWAP upon obtaining the Service Request Approval.
<i>Device Replacement</i>	Means a service provided to replace an Eligible Device that was lost due to Attended Theft.
<i>Device Replacement Fee</i>	Means the applicable fee for the Device Replacement payable by You to SWAP upon obtaining the Service Request Approval.
<i>Device Value</i>	Means the value of Eligible Device as indicated under the Plan in Part 2, Part 3 and Part 4 of this Terms.
<i>Eligible Device</i>	Means a 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 standard warranty period, however, this is excluding the battery deterioration of the Eligible Device as it is deemed as normal wear and tear and nor part of warranty.
<i>IMEI</i>	Means international manufacturer's equipment identification of a wireless mobile device.
<i>Liquid Damage</i>	Means damage to the Eligible Device due to ingress of any type of liquid or water into the Eligible Device that impedes its functioning caused by an accident.
<i>Monthly Subscription Fee</i>	Means the subscription fee for the respective Plans for the Monthly Subscription Period.

Monthly Subscription Period	Means a period of one (1) month.
Payment Method	Means digital payment method used by SWAP to accept debit, credit card, online banking and/or electronic wallet payment from You.
Plan	Means the Protect Basic Plan, Protect Plus Plan or Protect Pro Plan subscribed by You for a prescribed period.
Protect Basic Plan	Means the Plan as covered under the Specific Terms and Conditions for Protect Basic Plan in Part 2.
Protect Plus Plan	Means the Plan as covered under the Specific Terms and Conditions for Protect Plus Plan in Part 3.
Protect Pro Plan	Means the Plan as covered under the Specific Terms and Conditions for Protect Pro Plan in Part 4.
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.
Screen Replacement Fee	Means the applicable fee for the Screen Replacement payable by You to SWAP upon obtaining the Service Request Approval Screen Crack Damages.
Screen Repair Fee	Means the fees that You are required to pay for screen repair and/or replacement fee related to OPPO and VIVO branded Devices as covered under Protect Basic Plan only.
Service Repair Fee	Means the fees that You are required to pay for repairs related to OPPO and VIVO branded Devices as covered under Protect Plus Plan and Protect Pro Plan.
Service Request	Means the request for Screen Replacement, Device Replacement, Device Repair or Device Exchange submitted by You to

	SWAP.
<i>Service Request Approval</i>	Means the notification of the approval of Your Service Request as provided by SWAP.
<i>Service Request Fee</i>	Means the Screen Replacement Fee, Device Replacement Fee, Device Repair Fee or Device Exchange Fee (as the case may be).
<i>Six Months Subscription Fee</i>	Means the subscription fee for the respective Plans for the Six Months Subscription Period.
<i>Six Months Subscription Period</i>	Means a period of six (6) months.
<i>Subscription Fee</i>	Means the Weekly Subscription Fee, the Monthly Subscription Fee, the Six Months Subscription Fee or the Annual Subscription Fee (whichever is applicable).
<i>Subscription Period</i>	Means a Weekly Subscription Period or a Monthly Subscription Period or a Six Months Subscription Period or a Annual Subscription Period (whichever is applicable).
<i>Substituted Device</i>	Means a wireless mobile device (whether new or refurbished) of similar type and quality with comparable features and functionality to the Eligible Device but may be a different brand, model and/or colour and does not include any device accessories such as SIM cards, memory cards, headphones, chargers, batteries, ear buds, cables or cases.
<i>SWAP</i>	Means SWAP DEVICE SOLUTIONS SDN. BHD. (Registration No. 201301018804 [1048634-U]).
<i>SWAP's office</i>	Means at Unit L2-3, Level 2, Wisma Kemajuan, No. 2, Jalan 19/1B, 46300 Petaling Jaya, Selangor, Malaysia
<i>Terminated / Termination</i>	Means SWAP terminating Your subscription and access upon occurrence of any event specified in Clause 5 of Part 1 under these Terms.
<i>Weekly Subscription Fee</i>	Means the subscription fee for the Weekly

	Subscription Period.
<i>Weekly Subscription Period</i>	Means a period of seven (7) days.
<i>“You” and “Your”</i>	Means a person who subscribed to the Plan under these Terms and are above the age of 18 years.
<i>12-Month Rolling Period</i>	Means each period of twelve (12) consecutive months, with the first twelve (12) consecutive months commencing on the Commencement Date.

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.

DEVICE PROTECTION PLAN

3. If You subscribe for:
- (a) a Protect Basic Plan, the **Specific Terms and Conditions for Protect Basic Plan** in **Part 2** shall apply in addition to the General Terms and Conditions in this Part 1;
 - (b) a Protect Plus Plan, the **Specific Terms and Conditions for Protect Plus Plan** in **Part 3** shall apply in addition to the General Terms and Conditions in this Part 1; and
 - (c) a Protect Pro Plan, the **Specific Terms and Conditions for Protect Pro Plan** in **Part 4** shall apply in addition to the General Terms and Conditions in this Part 1.
4. The Plan will commence on the Commencement Date and shall be automatically renewed: -
- (i) on a weekly basis upon the expiry of the Weekly Subscription Period; or

- (ii) on a monthly basis upon the expiry of the Monthly Subscription Period; or
- (iii) on a six months basis upon the expiry of the Six Months Subscription Period; or
- (iv) on an annual basis upon the expiry of the Annual Subscription Period,

(as the case may be) unless Cancelled or Terminated in accordance with these Terms.

TERMINATION

5. SWAP may terminate Your subscribed Plan by notifying You if any of the following event occurs:-

- (a) non-payment of the Subscription Fee;
- (b) breach of these Terms;
- (c) misrepresentation or intentionally concealment of any material fact or service circumstance or engagement in fraudulent conduct in connection to the Eligible Device, the Plan, Your interest in the Eligible Device or the Service Request made under the Plan;
- (d) after the third (3rd) unsuccessful attempt being made by SWAP to cause to be debited the Subscription Fee from Your Payment Method with regard to the renewal of Subscription Period;
- (e) removal, obliteration or alteration of the IMEI of the Eligible Device;
- (f) subsequent sale or transfer of the Eligible Device which result in the change of ownership of the Eligible Device; and/or
- (g) unauthorised repair, replacement or modification of the Eligible Device. The Eligible Device must contain only original parts. If the Eligible Device is found to contain any non-original parts and/ or unauthorized repairs, all associated Service Requests shall be rejected. The Service Request will be cancelled, and if any Service Repair Fees collected shall be refunded.

6. Upon the Termination of Your subscribed Plan: -

- (a) no refund whatsoever will be given even though no Service Request has been made;
- (b) SWAP will be absolutely released from the obligation to provide any services under these Terms and You shall have no claims or whatsoever against SWAP, SWAP's Authorised Service Agents, employees, directors or representatives;
- (c) no Service Request is allowed to be made from the date of Termination with immediate effect; and
- (d) You will not be able to re-subscribe to Your previous Plan or to subscribe to the new Plan with the existing Eligible Device. Nevertheless, You may subscribe to the new Plan for a different Eligible Device in which the IMEI has yet to be registered and subscribed under any of the Plan.

CANCELLATION AND RE-SUBSCRIPTION

7. You may cancel Your subscribed Plan via SWAP's website <https://protect.swap-asia.com/> at any time.
8. Upon the cancellation of Your subscribed Plan: -
 - (i) no refund whatsoever will be given, however, You are entitled to file Service Request until Your next billing cycle; and
 - (ii) SWAP will be absolutely released from the obligation to provide any services under these Terms and You shall have no claims or whatsoever against SWAP, SWAP's Authorised Service Agents, employees, directors or representatives.
9. For Protect Plus Plan and Protect Pro Plan, You may re-subscribe to Your previous Plan which has been cancelled under Clause 7 of this Part 1 provided that no Device Replacement or Device Exchange Service Request has been made for the twelve (12) months period from the date of Your previous Subscription Period and Your subscription is not terminated by SWAP. The new Subscription Period and the new Billing Cycle Date will start from the date of re-subscription. For the avoidance of doubt, the 12-Month Rolling Period will remain calculated from the Commencement Date.
10. Notwithstanding Clause 9 above, You may only re-subscribe to Protect Basic Plan in the event there is a Device Replacement or Device Exchange Service Request made during the twelve (12) months period from the date of Your previous Subscription Period and Your subscription is not terminated by SWAP. For the avoidance of doubt, You are entitled to re-subscribe to Protect Plus Plan or Protect Pro Plan after the 12-Month Rolling Period from the expiry of your initial Protect Plus Plan or Protect Pro Plan Subscription Period.
11. For Protect Basic Plan, You may re-subscribe to Your previous Plan at any time provided Your subscription is not terminated by SWAP.

EXCLUSIONS

12. The Plan 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) Governmental Authority

Seizure or destruction of the Eligible Device by order of any governmental authority.
 - (ii) Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, howsoever caused.

(iii) War

Notwithstanding any provision to the contrary within this Terms or any endorsement thereto it is agreed that the Plan and this Terms excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: -

- i. War including war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- 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.

(iv) Terrorism

Any act including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

(v) Recall or Design Defect

- i. Manufacturer's recall; or
- ii. Error or omission in design, programming or system configuration.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) 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.

For the purpose of this sub-clause "Computer Virus" means any unauthorized programming or intrusive codes that are entered by any means into covered data processing device, media, software, programs, systems or records and interrupt the operations of Eligible Device.

(x) 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 pretense.

(xi) 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.

(xii) 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.

(xiii) Pollution

Pollution involving any pollutants. For the purpose of this sub-clause, "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

(xiv) 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.

(xv) 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.

(xvi) Theft

Theft resulting from: -

- 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.

Theft by Deception

SWAP shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the penal code.

Criminal Breach of Trust

SWAP shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust ("**CBT**") by any person within the meaning of the definition of the offence of CBT set out in the penal code.

(xvii) Mysterious Damage

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

(xviii) Consequential Loss or Damage

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

(xix) 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 enrollment in the Plan shall be void and SWAP shall not be liable to make any payment hereunder.

(xx) Property Cyber and Data Exclusion

Notwithstanding any provision to the contrary within this Terms or any endorsement thereto this Terms excludes any: -

- i. Cyber Loss;
- ii. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purpose of this sub-clause: -

- (1) **“Cyber Loss”** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- (2) **“Cyber Act”** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- (3) **“Cyber Incident”** means:
 - any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- (4) **“Computer System”** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by You or any other party.
- (5) **“Data”** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

(xxi) Communicable Disease Exclusion Clause

Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease including but not limited to any cost to clean- up, detoxify, remove, monitor or test: -

- (i) for a Communicable Disease, or
- (ii) the Eligible Device that is affected by such Communicable Disease.

Consequently, and notwithstanding any other provision of this Terms to the contrary, this Terms does not cover any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease. For the purpose of this sub-clause, "Communicable Disease" shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where: -

- i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

(xxii) Sanction Limitation and Exclusion Clause

Where Your subscription of the Plan or the provision of SWAP's services under these Terms to You would expose SWAP to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

(xxiii) Radioactive / Nuclear Energy Risks Exclusion

The Plan does not cover loss, damage, cost, expense or legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: -

- i. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

- iii. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- v. any nuclear material, nuclear installation or any other nuclear energy risks. Subject otherwise to the terms, conditions and exceptions of this Term.

(xxiv) Seepage, Pollution and Contamination Exclusion Clause

The Plan does not cover any liability for: -

- i. personal injury or bodily injury or loss of, damage to, or loss of use of Eligible Device directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Subscription Period;
- ii. the cost of removing, nullifying or cleaning up seeping, pollution or contaminating substances unless the seepage, pollution, or contamination is caused by a sudden, unintended and unexpected happening during the Subscription Period;
- iii. fines, penalties, punitive or exemplary damages.

(xxv) Political Risks Exclusion Clause

Notwithstanding any provision to the contrary within this Term or any endorsement thereto it is agreed that the Plan excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: -

- i. confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation.

This Terms also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

In the event any portion of this Term is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(xxvi) Asbestos Exclusion Clause

This Term and the Plan excludes all claims and/or Service Request and/or losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving: -

- i. asbestos, or
- ii. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

(xxvii) Negligence

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

(xxviii) External Causes

Reception and transmission problems resulting from external causes.

(xxix) Illicit Trade

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

(xxx) Liabilities

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

(xxxi) Commercial Use

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

(xxxii) Altered or Removed IMEI

The Eligible Device with altered or removed IMEI numbers.

(xxxiii) Malicious Damage

- i. Damages or vandalism that are intentionally caused by You or by any person entrusted with the Eligible Device; or
- ii. Malicious damage occurring at a primary or secondary school whilst in possession of a child.

(xxxiv) Lost Parts or Accessories

- i. Lost parts of the Eligible Device; or
- ii. Eligible Device accessories such as SIM cards, memory cards, headphones, chargers, batteries, ear buds, cables or cases.

UNDERWRITER

13. The Plan is underwritten by The Pacific Insurance Berhad (Registration No. 198201011878 [91603-K]) ("**Underwriter**") 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. The Underwriter has appointed SWAP to carry out the repairs, replacement and exchange of the Eligible Device under the Plan.

REVISION & AMENDMENTS TO THE TERMS

14. SWAP reserves the right to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) any of these Terms ("**Amendment**").
15. 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 24 of this Part 1. 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.
16. 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.

PERSONAL DATA CONSENT

17. By subscribing to the Plan, You are deemed to have read, understood and agreed to be bound by SWAP's Privacy Policy ("**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 the Privacy Policy. Click here to view the [Privacy Policy](#).

FORCE MAJEURE

18. 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.

GOVERNING LAW AND JURISDICTION

19. 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.
20. Any disputes/conflicts/proceedings arising herein shall be resolved exclusively by the courts of Malaysia.

LIMITS OF LIABILITY

21. 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: -
 - a) one (1) Weekly Subscription Fee if Your Plan is for a Weekly Subscription Period; or
 - b) one (1) Monthly Subscription Fee if Your Plan is for a Monthly Subscription Period or;
 - c) six (6) Months Subscription Fee if Your Plan is for a Six Months Subscription Period; or
 - d) one (1) Annual Subscription Fee if Your Plan is for an Annual Subscription Period.
22. 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.
23. The condition of the Substituted Device, 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 Substituted Device, 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 Substituted Device, 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 Substituted Device, replacement screen and/or part of the replacement items for the Eligible Device for restoration purposes and the services.

TAX

24. All payments payable by You to SWAP under these Terms are stated exclusive of taxes, duties, sales tax, service tax or other government levies or similar tax ("**Taxes**") which may be imposed on or in respect of any services or goods provided by SWAP to You under these Terms. You shall pay the Taxes at the same time the payment is made to SWAP.

NOTICES

25. 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://protect.swap-asia.com/>;
 - 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.
26. 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.

MISCELLANEOUS

27. At the enrolment stage You will be required to declare whether Your Eligible Device is either: -
- i. a brand-new device that has not been activated and is still in the original packaging purchased within 30 days before the enrolment date; or
 - ii. pre-owned and/or refurbished device or a device that was purchased beyond 30 days prior to the date enrolment.
- All Eligible Device that falls under Clause 26(ii) above are required to undergo a diagnostic test. Any false declaration may result in termination of Your subscription and/or rejection of Your Service Request.
28. You shall not assign or transfer Your subscribed 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.
29. These Terms shall be binding upon: -
- (a) Your personal representatives, heirs and permitted assigns; and
 - (b) the successors in title and assigns of SWAP.
30. Time wherever mentioned in these Terms shall be of the essence.

31. 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.

-End of Part 1-

PART 2
SPECIFIC TERMS AND CONDITIONS
FOR PROTECT BASIC PLAN

PART 2 – SPECIFIC TERMS AND CONDITIONS FOR PROTECT BASIC PLAN

The Specific Terms and Conditions for Protect Basic Plan in this Part 2 shall apply to You if You subscribe to a Protect Basic Plan and shall be read together with the General Terms and Conditions in Part 1. Where there is inconsistency, the Specific Terms and Conditions for Protect Basic Plan in this Part 2 shall override the General Terms and Conditions in Part 1 in so far as it relates to the Protect Basic Plan.

Save where context requires or unless otherwise expressly provided herein, all words and expressions wherever used in the Specific Terms and Conditions for Protect Basic Plan in this Part 2 shall have the same meaning as stipulated in the General Terms and Conditions in Part 1.

PROTECT BASIC PLAN

The entitlement for Protect Basic Plan are as follows: -

COVERAGE	PROTECT BASIC
Extended Warranty (EW)*	Yes
Screen Crack (SC)	Yes
Accidental Damage (AD)	No
Liquid Damage (LD)	No
Attended Theft (AT)	No
CLAIMS FULFILMENT TYPE	ENTITLEMENT
Repair	Unlimited
Exchange for BER**	Once***

* Extended Warranty is a complimentary service.

**Beyond Economic Repair

***Plan will be terminated upon BER Service Request (*for BER condition only*)

SUBSCRIPTION FEES AND SERVICE REQUEST FEES

1. The Weekly Subscription Fee, Monthly Subscription Fee, Six Months Subscription Fee, Annual Subscription Fee, Screen Replacement Fee and Device Exchange Fee for the Protect Basic Plan are set out in the table below: -

PROTECT BASIC PLAN							
		Subscription Fee				Service Request Fee	
Device Value (RM)		Weekly Subscription Fee	Monthly Subscription Fee	Six Months Subscription Fee	Annual Subscription Fee	Device Repair Fee (Screen Replacement Fee)	Device Exchange Fee (only payable if the Eligible Device is Beyond Economic Repair)
		(RM)	(RM)	(RM)	(RM)	(RM)	(RM)
1.00	500.99	1.00	4.00	20.00	40.00	30	70
501.00	1,000.99	2.00	7.00	35.00	70.00	50	110
1,001.00	2,000.99	4.00	13.00	65.00	130.00	100	220
2,001.00	3,000.99	5.00	17.00	85.00	170.00	170	370
3,001.00	4,000.99	5.50	18.00	90.00	180.00	240	520
4,001.00	5,000.99	6.00	19.00	95.00	190.00	310	670
5,001.00	6,000.99	7.50	24.00	120.00	240.00	380	820
6,001.00	7,000.99	8.50	28.00	140.00	280.00	450	970
7,001.00	8,000.99	10.50	34.00	170.00	340.00	520	1,120
8,001.00	9,000.99	12.50	40.00	200.00	400.00	590	1,270
9,001.00	10,000.99	14.00	45.00	225.00	450.00	660	1,420
10,001.00	11,000.99	15.50	50.00	250.00	500.00	730	1,570

2. All the fees stated above are exclusive of service tax. SWAP has the right to determine and revise the tiering structure of the Plan, Subscription Fee and Service Request Fee set out above from time to time at its sole discretion without assigning any reasons whatsoever by giving You prior notice of at least seven (7) days.
3. The Subscription Fee and Service Request Fee for Your Plan will be based on the tier level of Your Device Value. Your Device Value shall be based on the official price of the device published by the original manufacturer on the Commencement Date, in the event there are no published original manufacturer's official price for Your Eligible Device, the prevailing market value shall be applicable.
4. You shall pay the applicable Subscription Fee for the Subscription Period in advance to SWAP on the Billing Cycle Date.
5. You agree that the Plan shall be automatically renewed (as the case may be): -
 - (i) on a weekly basis upon the expiry of the Weekly Subscription Period; or
 - (ii) on a monthly basis upon the expiry of the Monthly Subscription Period; or
 - (iii) on a six months basis upon the expiry of the Six Months Subscription Period; or
 - (iv) on an annual basis upon the expiry of the Annual Subscription Period.

6. You hereby irrevocably authorize and instruct SWAP to cause to be debited from Your Payment Method the Subscription Fee for the renewal of the Plan on each Billing Cycle Date unless the Plan is cancelled or terminated. The direct debit shall be subject to the following terms and conditions: -
- (a) You must make sure that sufficient funds are kept in Your Payment Method to meet the payment of the Subscription Fee;
 - (b) although SWAP will try to debit the Subscription Fee from Your Payment Method, SWAP shall not be held liable if SWAP is unable to do so due to reasons which are not attributable to SWAP or which are beyond SWAP's reasonable control; and
 - (c) if the full payment for the Subscription Fee cannot be made because there are insufficient funds in Your Payment Method or the Payment Method limit is exceeded, SWAP will try to debit Your Payment Method for another two (2) attempts. If all three (3) attempts are not successful, Your subscribed Plan will be terminated immediately.
7. The Service Request Fee is chargeable in addition to the Subscription Fee. You shall pay: -
- (a) the Screen Replacement Fee to SWAP upon the Service Request Approval; and
 - (b) the Additional Service Request Fee (only payable if the Eligible Device is Beyond Economic Repair) to SWAP upon SWAP's notification.

SERVICE REQUEST

8. Under the Protect Basic Plan: -
- (a) if You subscribe for a Weekly, Monthly, Six Months or Annual Subscription Period, You are entitled to make Service Request for that Subscription Period for Your Eligible Device that has incurred Screen Crack Damage: -
 - (i) unlimited claim for a Screen Crack Damage upon payment of the applicable Screen Replacement Fee; or
 - (ii) a Device Exchange if pursuant to the Service Request for a Screen Replacement, Your Eligible Device is determined by SWAP to be Beyond Economic Repair and upon payment of the applicable Device Exchange Fee (less the Screen Replacement Fee paid pursuant to Clause 8(a)(i) of this Part 2). Upon fulfilment of this claim, the Protect Basic Plan will be terminated by SWAP,
 - (b) if You subscribe for a Weekly, Monthly, Six Months or Annual Subscription Period, You are entitled to make Service Request for that Subscription Period for Your Eligible Device, unlimited Extended Warranty claim for repairs and replacements of parts for mechanical or electrical failures that occur after the expiration of the standard original equipment manufacturer's warranty period,

subject to: -

- (aa) the Service Request must be made within seven (7) days from the date of Damage; and
- (bb) the Plan must be valid and existing when the Service Request is made.

CHANGES TO THE SUBSCRIPTION PERIOD AND PLAN

Switch from Weekly Subscription Period to Monthly, Six Months or Annual Subscription Period (or *vice versa*)

- 9. You are permitted to switch Your Plan from Weekly Subscription Period to Monthly, Six Months or Annual Subscription Period (or *vice versa*) at any time.
- 10. The new Subscription Period will start from the date of such change and the new Billing Cycle Date will be the date of such change. For the avoidance of doubt any Subscription Fee paid prior to such change will not be refunded or pro-rated.

Change of Plan from the Protect Basic Plan to the Protect Plus Plan or Protect Pro Plan

- 11. You are permitted to change Your Protect Basic Plan to the Protect Plus Plan or Protect Pro Plan anytime.
- 12. The new Subscription Period will start from the date Your Protect Basic Plan is changed to the Protect Plus Plan or Protect Pro Plan and the new Billing Cycle Date will be the date of such change. For the avoidance of doubt any Subscription Fee paid prior to such change will not be refunded or pro-rated.

SERVICE REQUEST PROCESS

- 13. In the event of any Damage of Your Eligible Device, You must submit a Service Request within seven (7) days from the occurrence of such Damage to SWAP by calling SWAP's service hotline at **03-7940 2800** 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. For the avoidance of doubt, if the Service Request is submitted after the seven (7) days period of occurrence of such Damage as specified above, the Service Request will be rejected and SWAP is not bound to perform any services in relation to such Damage.
- 14. SWAP reserves the right to request for any or all of the following documents and/or confirmation ("**Additional Service Documents/Confirmation**") as part of the conditions to provide its Service Request Approval to You: -
 - (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 18(d) of this Part 2;
 - (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.

15. Any failure to submit the Additional Service Documents/Confirmation within seven (7) days from SWAP's request will result in the Service Request being rejected.
16. 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.
17. There shall be no refund of the paid Subscription Fee under any circumstances. In the event of any disputes directly or indirectly arising from this matter, SWAP's decision shall be final and binding.

Screen Replacement / Device Exchange (if the Eligible Device is Beyond Economic Repair)
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18. The following clauses shall apply to the Screen Replacement/ Device Exchange (if the Eligible Device is Beyond Economic Repair): -
 - (a) upon obtaining the Service Request Approval, SWAP will proceed to charge the Service Request Fee which will be based on the tier level of Your Device Value under Your subscribed Plan;
 - (b) SWAP will notify You of the Service Request Fee payable and You are required to make the payment to SWAP in the manner specified by SWAP within seven (7) days from the date of submission of the Service Request. If You fail to make the payment within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
 - (c) a payment confirmation for any Service Request Fee will be issued to You by the appointed gateway partner within twenty-four (24) hours of payment ("**Service Request Fee Receipt**"). Upon issuance of the Service Request Fee Receipt, You shall drop off the Eligible Device for screen replacement at SWAP's appointed repair service branch (*as selected by You*) within seven (7) days from the date of submission of the Service Request. If You fail to drop off the Eligible Device at SWAP's appointed repair service branch within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
 - (d) 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,
 - (e) if Your Eligible Device:
 - (i) is Device other than OPPO and VIVO, is not Beyond Economic Repair, once the screen of Your Eligible Device has been replaced, SWAP and/or the

representatives from repair service centre will contact You to pick up the Eligible Device from the branch of the repair service centre first nominated by You. You are not allowed to change the branch of the repair service centre; or

- (ii) is Beyond Economic Repair, Clause 18(k) of this Part 2 shall apply,
- (f) If Your Eligible Device is OPPO and VIVO branded Device, is not classified as Beyond Economic Repair, once the screen of Your Eligible Device has been replaced, SWAP and/or the representatives from repair service centre will contact You to pick up the Eligible Device from the branch of the repair service centre first nominated by You. You are not allowed to change the branch of the repair service centre.
- (g) Upon confirmation that Your Eligible Device's screen has been replaced, You are required to pay the Screen Repair Fee to the said appointed repair service centre before You are able to collect Your repaired Eligible Device. Once payment has been made, You are required to collect the Eligible Device and the receipt together with the relevant supporting documents (such as payment receipts and screen replacement job order) for reimbursement of Screen Repair Fee from SWAP.
- (h) Upon completion of the replacement service and collection of your repaired Eligible Device, You may contact SWAP's service hotline at 03-79402099 on Mondays to Fridays between 9 am to 6 pm within seven (7) working days from the payment of the Screen Repair Fee to initiate the reimbursement process. An application for reimbursement filed after seven (7) days may cause substantial delay in the reimbursement process.
- (i) Upon receiving Your reimbursement application, the reimbursement of the Screen Repair Fee will be processed and completed within seven (7) working days and credited to Your designated account.
- (j) The reimbursement of Screen Repair Fee will only be provided to You, in accordance with the specific Plan that You have enrolled in, based strictly on the entitlements and benefits outlined under each individual Plans.
- (k) In the event of a claim for reimbursement of Screen Repair Fee, if the actual repair costs include cost for items that are not specifically covered under the subscribed Plan, the excess amount shall be borne solely by You. SWAP shall not be liable to refund or reimburse any amount beyond the stated coverage limit of the selected Plan.
- (l) You are advised to review the Plan details carefully to understand the applicable coverage limits and associated benefits. No exceptions will be made outside the scope of the Plan's stated terms.
- (m) Device Exchange (if the Eligible Device is Beyond Economic Repair): -
 - (i) if Your Eligible Device is Beyond Economic Repair, SWAP will inform You of the Additional Service Request Fee needed in order to provide a Substituted Device and You shall make such payment to SWAP within seven (7) days from such notification;
 - (ii) a payment confirmation for the Additional Service Request Fee will be issued to You by the appointed gateway partner within the twenty-four (24) hours of payment ("**Additional Service Fee Receipt**");
 - (iii) You agree that the ownership of Your Eligible Device (which has been handed over to SWAP or SWAP's appointed repair service branch pursuant to Clause 18(c) of this Part 2) together with all rights and benefits related to any

manufacturer's warranty shall be deemed to be transferred to SWAP upon Your payment of the Additional Service Request Fee;

- (iv) SWAP will arrange for the delivery of the Substituted Device via courier through SWAP's Authorised Service Agent within seven (7) working days from the date of issuance of the Additional Service Request Fee Receipt in the following manner: -
 - (aa) You are required to confirm the exact time and location for the delivery of the Substituted Device;
 - (bb) upon You confirming the above, the Authorised Service Agent will deliver the Substituted Device to You;
 - (cc) if You do not collect the Substituted Device from the Authorised Service Agent at the appointed time and place for the delivery, the Authorised Service Agent will return the Substituted Device to SWAP's office and You shall be responsible at Your own cost to collect such Substituted Device from SWAP's office;
 - (dd) if You fail to collect the Substituted Device within six (6) months after it is returned to SWAP's office, SWAP may dispose of the Substituted Device at its sole discretion without any notice to You and without any obligation or liability to You. In such situation, Your Service Request shall be deemed to have been used and the Plan will be terminated and You are not entitled for a refund of the Subscription Fee, the Service Request Fee or the Additional Service Request Fee,
- (v) once the Substituted Device for Device Exchange has been delivered to or collected by You, the Service Request shall be deemed fulfilled and the Plan will be terminated;
- (vi) the warranty period of the Substituted Device is ninety (90) days from the date of your receipt of such Substituted Device against failures in mechanical and/or electrical malfunction due to defects in material, design and/or workmanship. Any warranty claim within such warranty period will not be considered as an additional Service Request;
- (vii) if You disagree with SWAP's calculation of the Additional Service Request Fee or You fail to pay such Additional Service Request Fee within seven (7) days from SWAP's notification: -
 - (aa) Your Service Request together with the Service Request Approval obtained shall lapse and cease to be of any effect immediately;
 - (bb) the Service Request Fee under Clause 18(b) of this Part 2 paid by You earlier will be refunded to You within fourteen (14) working days after such seven (7) days' period. SWAP will contact You to obtain Your bank account details;
 - (cc) You are required to retrieve the Eligible Device from the branch of the repair service centre first nominated by you. You are not allowed to change the branch of repair service centre; and
 - (dd) if You fail to retrieve Your Eligible Device within six (6) months from SWAP's refund of the Service Request Fee under Clause

18(f)(vii)(bb) of this Part 2, SWAP may dispose of Your Eligible Device at its sole discretion without any notice to You and without any obligation or liability to You.

-End of Part 2-

PART 3
SPECIFIC TERMS AND CONDITIONS
FOR PROTECT PLUS PLAN

PART 3 – SPECIFIC TERMS AND CONDITIONS FOR PROTECT PLUS PLAN

The Specific Terms and Conditions for Protect Plus Plan in this Part 3 shall apply to You if You subscribe to a Protect Plus Plan and shall be read together with the General Terms and Conditions in Part 1. Where there is inconsistency, the Specific Terms and Conditions for Protect Plus Plan in this Part 3 shall override the General Terms and Conditions in Part 1 in so far as it relates to the Protect Plus Plan.

Save where context requires or unless otherwise expressly provided herein, all words and expressions wherever used in the Specific Terms and Conditions for Protect Plus Plan in this Part 3 shall have the same meaning as stipulated in the General Terms and Conditions in Part 1.

PROTECT PLUS PLAN

The entitlement for Protect Plus Plan are as follows: -

COVERAGE	PROTECT PLUS
Extended Warranty (EW)*	Yes
Screen Crack (SC)	Yes
Accidental Damage (AD)	Yes
Liquid Damage (LD)	Yes
Attended Theft (AT)	No
CLAIMS FULFILMENT TYPE	ENTITLEMENT
Repair	Unlimited
Exchange	3 times per 12 months cycle

* Extended Warranty is a complimentary service.

SUBSCRIPTION FEES AND SERVICE REQUEST FEES

1. The Weekly Subscription Fee, Monthly Subscription Fee, Six Months Subscription Fee, Annual Subscription Fee, Device Repair Fee and Device Exchange Fee for the Protect Plus Plan are set out in the table below: -

PROTECT PLUS PLAN								
			Subscription Fee				Service Request Fee	
Tiers	Device Value (RM)		Weekly Subscription Fee	Monthly Subscription Fee	Six Months Subscription Fee	Annual Subscription Fee	Device Repair Fee	Device Exchange Fee
			(RM)	(RM)	(RM)	(RM)	(RM)	(RM)
1	1.00	500.99	1.50	5.00	25.00	50.00	30	70
2	501.00	1,000.99	3.00	9.00	45.00	90.00	50	110

3	1,001.00	2,000.99	5.00	18.00	90.00	180.00	100	220
4	2,001.00	3,000.99	6.50	23.00	115.00	230.00	170	370
5	3,001.00	4,000.99	7.50	25.00	125.00	250.00	240	520
6	4,001.00	5,000.99	8.50	26.00	130.00	260.00	310	670
7	5,001.00	6,000.99	10.00	32.00	160.00	320.00	380	820
8	6,001.00	7,000.99	12.00	39.00	195.00	390.00	450	970
9	7,001.00	8,000.99	15.00	48.00	240.00	480.00	520	1,120
10	8,001.00	9,000.99	17.50	56.00	280.00	560.00	590	1,270
11	9,001.00	10,000.99	20.00	64.00	320.00	640.00	660	1,420
12	10,001.00	11,000.99	22.00	71.00	355.00	710.00	730	1,570

2. All the fees stated above are exclusive of service tax. SWAP has the right to determine and revise the tiering structure of the Plan, Subscription Fee and Service Request Fee set out above from time to time at its sole discretion without assigning any reasons whatsoever by giving You prior notice of at least seven (7) days.
3. The Subscription Fee and Service Request Fee for Your Plan will be based on the tier level of Your Device Value. Your Device Value shall be based on the official price of the device published by the original manufacturer on the Commencement Date in the event there are no published original manufacturer's official price for Your Eligible Device, the prevailing market value shall be applicable.
4. You shall pay the applicable Subscription Fee for the Subscription Period in advance to SWAP on the Billing Cycle Date.
5. You agree that the Plan shall be automatically renewed (as the case may be): -
 - i. on a weekly basis upon the expiry of the Weekly Subscription Period; or
 - ii. on a monthly basis upon the expiry of the Monthly Subscription Period; or
 - iii. on a six months basis upon the expiry of the Six Months Subscription Period; or
 - iv. on an annual basis upon the expiry of the Annual Subscription Period.
6. You hereby irrevocably authorize and instruct SWAP to cause to be debited from Your Payment Method the Subscription Fee for the renewal of the Plan on each Billing Cycle Date unless the Plan is cancelled or terminated. The direct debit shall be subject to the following terms and conditions: -
 - (a) You must make sure that sufficient funds are kept in Your Payment Method to meet the payment of the Subscription Fee;
 - (b) although SWAP will try to debit the Subscription Fee from Your Payment Method, SWAP shall not be held liable if SWAP is unable to do so due to reasons which are not attributable to SWAP or which are beyond SWAP's reasonable control; and
 - (c) if the full payment for the Subscription Fee cannot be made because there are insufficient funds in Your Payment Method or the Payment Method limit is exceeded,

SWAP will try to debit Your Payment Method for another two (2) attempts. If all three (3) attempts are not successful, Your subscribed Plan will be terminated immediately.

7. The Service Request Fee is chargeable in addition to the Subscription Fee. You shall pay the Service Request Fee to SWAP upon the Service Request Approval for Device Exchange or Device Repair to SWAP upon SWAP's notification.

SERVICE REQUEST

8. Under the Protect Plus Plan: -

- (a) if You subscribe for a Weekly, Monthly, Six Months or Annual Subscription Period, You are entitled to make the following Service Request(s) for that Subscription Period for Your Eligible Device that has incurred Accidental Damage or Liquid Damage: -
 - (i) unlimited Service Requests for Device Repair upon payment of the applicable Device Repair Fee for each Service Request; or
 - (ii) 3 times per 12 Month months cycle Service Request for Device Exchange, upon payment of the applicable Device Exchange Fee,
- (b) if You subscribe for a Weekly, Monthly, Six Months or Annual Subscription Period, You are entitled to make Service Request for that Subscription Period for Your Eligible Device, unlimited Extended Warranty claim for repairs and replacements of parts for mechanical or electrical failures that occur after the expiration of the standard original equipment manufacturer's warranty period,

provided that:

- (aa) the Service Request must be made within seven (7) days from the date of Damage; and
- (bb) the Plan must be valid and existing when the Service Request is made.

CHANGES TO THE SUBSCRIPTION PERIOD AND PLAN

Switch from Weekly Subscription Period to Monthly, Six Months or Annual Subscription Period (or <i>vice versa</i>)

9. You are permitted to switch Your Plan from Weekly Subscription Period to Monthly, Six Months or Annual Subscription Period (or *vice versa*) at any time.
10. The new Subscription Period will start from the date of such change and the new Billing Cycle Date will be the date of such change. For the avoidance of doubt any Subscription Fee paid prior to such change will not be refunded or pro-rated.

Change of Plan from the Protect Plus Plan to the Protect Basic Plan or Protect Pro Plan

11. You are permitted to change Your Protect Plus Plan to the Protect Basic Plan or Protect Pro Plan anytime. All Service Request(s) made under Your Protect Plus Plan will still be taken into account after the change in determining your available Service Request entitlement.
12. The new Subscription Period will start from the date Your Protect Plus Plan is changed to the Protect Basic Plan or Protect Pro Plan and the new Billing Cycle Date will be the date of such change. For the avoidance of doubt any Subscription Fee paid prior to such change will not be refunded or pro-rated.

SERVICE REQUEST PROCESS

13. In the event of any Damage of Your Eligible Device, You must submit a Service Request within seven (7) days from the occurrence of such Damage to SWAP by calling SWAP's service hotline at **03-7940 2800** 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. For the avoidance of doubt, if the Service Request is submitted after the seven (7) days period of occurrence of such Damage as specified above, the Service Request will be rejected and SWAP is not bound to perform any services in relation to such Damage.
14. SWAP reserves the right to request for any or all of the following documents and/or confirmation Additional Service Documents/Confirmation as part of the conditions to provide its Service Request Approval to You: -
 - (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 18(d)(iii) or 19(d) of this Part 3;
 - (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.
15. Any failure to submit the Additional Service Documents/Confirmation within seven (7) days from SWAP's request will result in the Service Request being rejected.
16. 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.
17. There shall be no refund of the paid Subscription Fee under any circumstances. In the event of any disputes directly or indirectly arising from this matter, SWAP's decision shall be final and binding.

DEVICE EXCHANGE

18. The following clauses shall apply to the Device Exchange: -
 - (a) upon obtaining the Service Request Approval, SWAP will proceed to charge the Service Request Fee which will be based on the tier level of Your Device Value under Your subscribed Plan;

- (b) SWAP will notify You of the Service Request Fee payable and You are required to make the payment to SWAP in the manner specified by SWAP within seven (7) days from the date of submission of the Service Request. If You fail to make the payment within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
- (c) a payment confirmation for any Service Request Fee will be issued to You by the appointed gateway partner within twenty-four (24) hours from payment Service Request Fee Receipt;
- (d) SWAP will arrange for the Device Exchange via courier through SWAP's Authorised Service Agent in the Service Request within seven (7) working days from the date of the issuance of the Service Request Fee Receipt in the following manner: -
 - (i) You are required to confirm the exact time and location for the Device Exchange;
 - (ii) upon You confirming the above, the Authorised Service Agent will collect the Eligible Device from You. You must first surrender Your Eligible Device in exchange of the Substituted Device (in accordance to these Terms) from SWAP;
 - (iii) it shall be Your responsibility to complete the following process before handling Your Eligible Device to the Authorised Service Agent: -
 - (aa) remove any screen lock application (*password, PIN, touch ID or face-detected ID*);
 - (bb) deactivate any activation lock (such as "*Find my iPhone*" or *similar locking feature*);
 - (cc) remove any confidential, proprietary and personal information (*including photos*); and
 - (ee) 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. You agree that the ownership of Your Eligible Device together with all rights and benefits related to any manufacturer's warranty shall be or be deemed to be transferred to SWAP upon surrender of Your Eligible Device to SWAP or its Authorised Service Agent;
 - (iv) if You fail to surrender Your Eligible Device and collect the Substituted Device from the Authorised Service Agent at the appointed time and place for the Device Exchange, the Authorised Service Agent will return the Substituted Device to SWAP's office") and You shall be responsible at Your own cost to surrender Your Eligible Device and collect such Substituted Device from SWAP's office;
 - (v) if You fail to surrender Your Eligible Device and collect the Substituted Device within six (6) months after the Substituted Device is returned to SWAP's office, SWAP may dispose of the Substituted Device at its sole discretion without any notice to You and without any obligation or liability to You. In such situation, Your Service Request shall be deemed to have been used and you

are not entitled for a refund of the Subscription Fee, the Service Request Fee or the Additional Service Request Fee,

- (e) the Substituted Device becomes the Eligible Device protected under the Plan once it has been delivered to or collected by You; and
- (f) the warranty period of the Substituted Device is ninety (90) days from the date of your receipt of such Substituted Device against failures in mechanical and/or electrical malfunction due to defects in material, design and/or workmanship. Any warranty claim within such warranty period will not be considered as an additional Service Request.

DEVICE REPAIR (FOR DEVICE OTHER THAN OPPO AND VIVO)

19. The following clauses shall apply to the Device Repair:

- (a) upon obtaining the Service Request Approval, SWAP will proceed to charge the Service Request Fee which will be based on the tier level of Your Device Value under Your subscribed Plan;
- (b) SWAP will notify You of the Service Request Fee payable and You are required to make the payment to SWAP in the manner specified by SWAP within seven (7) days from the date of submission of the Service Request. If You fail to make the payment within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
- (c) a Service Request Fee Receipt will be issued to You within twenty-four (24) hours of payment. Upon issuance of the Service Request Fee Receipt, You shall drop off the Eligible Device for repair at SWAP's appointed repair service branch (*as selected by You*) within seven (7) days from the date of submission of the Service Request. If You fail to drop off the Eligible Device at SWAP's appointed repair service branch within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
- (d) 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 appointed repair service branch shall not be liable for any loss or misappropriation of or damage to the data left on Your Eligible Device;

- (e) Upon receipt of the Eligible Device, the appointed repair service branch (as selected by You) will conduct an inspection to verify whether Your Eligible Device contains original parts. If Your Eligible Device is found to contain original parts, the repair service branch will proceed with the repair. However, if the inspection reveals that Your Eligible Device contains non-original parts and/or unauthorized repairs, the Service Request

will be cancelled, and any Service Request Fees collected will be refunded. The Eligible Device will then be returned to You.

- (f) once the Eligible Device has been repaired, SWAP and/or the representatives from repair service centre will contact You to pick up the repaired Eligible Device from the branch of the repair service centre first nominated by You. You are not allowed to change the branch of repair service centre;
- (g) if You fail to collect Your Eligible Device from the branch of the repair service centre first nominated by You within six (6) months from SWAP's notification under Clause 19(e) of this Part 3, SWAP may dispose of Your Eligible Device at its sole discretion without any notice to You and without any obligation or liability to You. In such situation, Your Service Request shall be deemed to have been used and You are not entitled for a refund of the Subscription Fee, the Service Request Fee or the Additional Service Request Fee.

20. Device Exchange (if the Eligible Device is Beyond Economic Repair): -

- (i) if Your Eligible Device is Beyond Economic Repair, SWAP will inform You of the Additional Service Request Fee needed in order to provide a Substituted Device and You shall make such payment to SWAP within seven (7) days from such notification;
- (ii) a payment confirmation for the Additional Service Request Fee will be issued to You by the appointed gateway partner within the twenty-four (24) hours of payment Additional Service Fee Receipt;
- (iii) You agree that the ownership of Your Eligible Device (which has been handed over to SWAP or SWAP's appointed repair service branch pursuant to Clause 19 (c) of this Part 3 together with all rights and benefits related to any manufacturer's warranty shall be deemed to be transferred to SWAP upon Your payment of the Additional Service Request Fee;
- (iv) SWAP will arrange for the delivery of the Substituted Device via courier through SWAP's Authorised Service Agent within seven (7) working days from the date of issuance of the Additional Service Request Fee Receipt in the following manner: -
 - (aa) You are required to confirm the exact time and location for the delivery of the Substituted Device;
 - (bb) upon You confirming the above, the Authorised Service Agent will deliver the Substituted Device to You;
 - (cc) if You do not collect the Substituted Device from the Authorised Service Agent at the appointed time and place for the delivery, the Authorised Service Agent will return the Substituted Device to SWAP's office and You shall be responsible at Your own cost to collect such Substituted Device from SWAP's office;
 - (dd) if You fail to collect the Substituted Device within six (6) months after it is returned to SWAP's office, SWAP may dispose of the Substituted Device at its sole discretion without any notice to You and without any obligation or liability to You. In such situation, Your Service Request shall be deemed to have been used and You are not entitled for a refund of the Subscription Fee, the Service Request Fee or the Additional Service Request Fee,
- (v) the warranty period of the Substituted Device is ninety (90) days from the date of your receipt of such Substituted Device against failures in mechanical and/or electrical

malfunction due to defects in material, design and/or workmanship. Any warranty claim within such warranty period will not be considered as an additional Service Request;

- (vi) if You disagree with SWAP's calculation of the Additional Service Request Fee or You fail to pay such Additional Service Request Fee within seven (7) days from SWAP's notification: -
 - (aa) Your Service Request together with the Service Request Approval obtained shall lapse and cease to be of any effect immediately;
 - (bb) the Service Request Fee under Clause 19(b) of this Part 3 paid by You earlier will be refunded to You within fourteen (14) working days after such seven (7) days' period. SWAP will contact You to obtain Your bank account details;
 - (cc) You are required to retrieve the Eligible Device from the branch of the repair service centre first nominated by you. You are not allowed to change the branch of repair service centre; and
 - (dd) if You fail to retrieve Your Eligible Device within six (6) months from SWAP's refund of the Service Request Fee under Clause 20(vi)(bb) of this Part 3, SWAP may dispose of Your Eligible Device at its sole discretion without any notice to You and without any obligation or liability to You.

DEVICE REPAIR (FOR OPPO AND VIVO BRANDED DEVICE)

21. The following clause shall apply to Device Repair for VIVO and OPPO branded Device:

- a. upon obtaining the Service Request Approval, SWAP will proceed to charge the Service Request Fee which will be based on the tier level of Your Device Value under Your subscribed Plan;
- b. SWAP will notify You of the Service Request Fee payable and You are required to make the payment to SWAP in the manner specified by SWAP within seven (7) days from the date of submission of the Service Request. If You fail to make the payment within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled; a payment confirmation for any Service Request Fee will be issued to You by the appointed gateway partner within twenty-four (24) hours from payment Service Request Fee Receipt;
- c. a Service Request Fee Receipt will be issued to You within twenty-four (24) hours of payment. Upon issuance of the Service Request Fee Receipt, SWAP will send a notification to You and the selected SWAP's appointed repair service branch. You shall drop off the Eligible Device for repair at SWAP's appointed repair service branch (*as selected by You*) within seven (7) days from the date of receipt of the notification. If You fail to drop off the Eligible Device at SWAP's appointed repair service branch within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
- d. it shall be Your responsibility to complete the following process before handing 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 appointed repair service branch shall not be liable for any loss or misappropriation of or damage to the data left on Your Eligible Device;

Upon receipt of the Eligible Device, the appointed repair service branch (as selected by You) will conduct an inspection to verify whether Your Eligible Device contains original parts. If Your Eligible Device is found to contain original parts, the repair service branch will proceed with the repair. However, if the inspection reveals that Your Eligible Device contains non-original parts and/or unauthorized repairs, the Service Request will be cancelled, and any Service Request Fees collected will be refunded. The Eligible Device will then be returned to You.

- e. Once the Eligible Device has been repaired, SWAP and/or the representatives from repair service centre will contact You to pick up the repaired Eligible Device from the branch of the repair service centre first nominated by You. You are not allowed to change the branch of repair service centre;
- f. Upon confirmation that Your Eligible Device has been repaired, You are required to pay the Service Repair Fee to the said appointed repair service centre before You are able to collect Your repaired Eligible Device. Once payment has been made, You are required to collect the Eligible Device and the receipt together with the relevant supporting documents (such as payment receipts and repair job order) for reimbursement of Service Repair Fee from SWAP.
- g. Upon completion of the repair service and collection of your repaired Eligible Device, You may contact SWAP's service hotline at 03-79402099 on Mondays to Fridays between 9 am to 6 pm within seven (7) working days from the payment of Service Repair Fee to initiate the reimbursement process. An application for reimbursement filed after seven (7) working days may cause substantial delay in the reimbursement process.
- h. Upon receiving Your reimbursement application, the reimbursement of the Service Repair Fee will be processed and completed within seven (7) working days and credited to Your designated account.
- i. The reimbursement of Service Repair Fee will only be provided to You, in accordance with the specific Plan that You have enrolled in, based strictly on the entitlements and benefits outlined under each individual Plans.
- j. In the event of a claim for reimbursement of Service Repair Fee, if the actual repair costs include cost for items that are not specifically covered under the subscribed Plan, the excess amount shall be borne solely by You. SWAP shall not be liable to refund or reimburse any amount beyond the stated coverage limit of the selected Plan.
- k. You are advised to review the Plan details carefully to understand the applicable coverage limits and associated benefits. No exceptions will be made outside the scope of the Plan's stated terms.

-End of Part 3-

PART 4
SPECIFIC TERMS AND CONDITIONS
FOR PROTECT PRO PLAN

PART 4 – SPECIFIC TERMS AND CONDITIONS FOR PROTECT PRO PLAN

The Specific Terms and Conditions for Protect Pro Plan in this Part 4 shall apply to You if You subscribe to a Protect Pro Plan and shall be read together with the General Terms and Conditions in Part 1. Where there is inconsistency, the Specific Terms and Conditions for Protect Pro Plan in Part 4 shall override the General Terms and Conditions in Part 1 in so far as it relates to the Protect Pro Plan.

Save where context requires or unless otherwise expressly provided herein, all words and expressions wherever used in the Specific Terms and Conditions for Protect Pro Plan in this Part 4 shall have the same meaning as stipulated in the General Terms and Conditions in Part 1.

PROTECT PRO PLAN

The entitlement for Protect Pro Plan are as follows: -

COVERAGE	PROTECT PRO
Extended Warranty (EW)*	Yes
Screen Crack (SC)	Yes
Accidental Damage (AD)	Yes
Liquid Damage (LD)	Yes
Attended Theft (AT)	Yes
CLAIMS FULFILMENT TYPE	ENTITLEMENT
Repair	Unlimited
Exchange or Replacement	Subscriber can make up to 3 Service Request (in 12 months) with the following combos: - a) Exchange: 3-times & Replacement: 0-time b) Exchange: 2-times & Replacement: 1-time c) Exchange: 1-time & Replacement: 2-times Note: Replacement is limited to 2 times Service Request.

* Extended Warranty is a complimentary service.

SUBSCRIPTION FEES AND SERVICE REQUEST FEES

1. The Weekly Subscription Fee, Monthly Subscription Fee, Six Months Subscription Fee, Annual Subscription Fee, Device Repair Fee, Device Replacement Fee and Device Exchange Fee for the Protect Pro Plan are set out in the table below: -

PROTECT PRO PLAN									
Tiers	Device Value (RM)		Subscription Fee				Service Request Fee		
			Weekly Subscription Fee	Monthly Subscription Fee	Six Months Subscription Fee	Annual Subscription Fee	Device Repair Fee	Device Exchange Fee	Device Replacement Fee
			(RM)	(RM)	(RM)	(RM)	(RM)	(RM)	(RM)
1	1.00	500.99	2.00	7.00	35.00	70.00	30	70	120
2	501.00	1,000.99	4.00	13.00	65.00	130.00	50	110	190
3	1,001.00	2,000.99	6.00	20.00	100.00	200.00	100	220	370
4	2,001.00	3,000.99	8.00	28.00	140.00	280.00	170	370	620
5	3,001.00	4,000.99	9.50	36.00	180.00	360.00	240	520	870
6	4,001.00	5,000.99	11.00	41.00	205.00	410.00	310	670	1,120
7	5,001.00	6,000.99	12.50	45.00	225.00	450.00	380	820	1,370
8	6,001.00	7,000.99	15.00	55.00	275.00	550.00	450	970	1,620
9	7,001.00	8,000.99	17.00	60.00	300.00	600.00	520	1,120	1,870
10	8,001.00	9,000.99	18.00	65.00	325.00	650.00	590	1,270	2,120
11	9,001.00	10,000.99	21.00	77.00	385.00	770.00	660	1,420	2,370
12	10,001.00	11,000.99	23.00	85.00	425.00	850.00	730	1,570	2,620

2. All the fees stated above are exclusive of service tax. SWAP has the right to determine and revise the tiering structure of the Plan, Subscription Fee and Service Request Fee set out above from time to time at its sole discretion without assigning any reasons whatsoever by giving You prior notice of at least seven (7) days.
3. The Subscription Fee and Service Request Fee for Your Plan will be based on the tier level of Your Device Value. Your Device Value shall be based on the official price of the device published by the original manufacturer on the Commencement Date in the event there are no published original manufacturer's official price for Your Eligible Device, the prevailing market value shall be applicable.
4. You shall pay the applicable Subscription Fee for the Subscription Period in advance to SWAP on the Billing Cycle Date.
5. You agree that the Plan shall be automatically renewed (as the case may be):
 - (i) on a weekly basis upon the expiry of the Weekly Subscription Period; or
 - (ii) on a monthly basis upon the expiry of the Monthly Subscription Period; or
 - (iii) on a six months basis upon the expiry of the Six Months Subscription Period; or
 - (iv) on an annual basis upon the expiry of the Annual Subscription Period.
6. You hereby irrevocably authorize and instruct SWAP to cause to be debited from Your Subscription Fee for the renewal of the Plan on each Billing Cycle Date unless the Plan is cancelled/ terminated. The direct debit shall be subject to the following terms and conditions: -

- (a) You must make sure that sufficient funds are kept in Your Payment Method to meet the payment of the Subscription Fee;
 - (b) although SWAP will try to debit the Subscription Fee from Your Payment Method, SWAP shall not be held liable if SWAP is unable to do so due to reasons which are not attributable to SWAP or which are beyond SWAP's reasonable control; and
 - (c) if the full payment for the Subscription Fee cannot be made because there are insufficient funds in Your Payment Method or the Payment Method limit is exceeded, SWAP will try to debit Your Payment Method for another two (2) attempts. If all three (3) attempts are not successful, Your subscribed Plan will be terminated immediately.
7. The Service Request Fee is chargeable in addition to the Subscription Fee. You shall pay the Service Request Fee to SWAP upon the Service Request Approval for Device Replacement or Device Exchange or Device Repair to SWAP upon SWAP's notification.

SERVICE REQUEST

8. Under the Protect Pro Plan: -
- (a) if You subscribe for a Weekly, Monthly, Six Months or Annual Subscription Period, You are entitled to make the following Service Request(s) for that Subscription Period for Your Eligible Device that has incurred Accidental Damage or Liquid Damage or Attended Theft: -
 - (i) unlimited Service Requests for Device Repair upon payment of the applicable Device Repair Fee for each Service Request;
 - (ii) You can make up to three (3) Service Request (in 12 Month Rolling Period) with the following combinations: -
 - aa) Device Exchange: three (3)-times & Device Replacement: none; or
 - bb) Device Exchange: two (2)-times & Device Replacement: once; or
 - cc) Device Exchange: once & Device Replacement: two (2)-times.

The Device Replacement is limited to two (2) times Service Request.
 - (b) if You subscribe for a Weekly, Monthly, Six Months or Annual Subscription Period, You are entitled to make unlimited Extended Warranty claim for repairs and replacements of parts for mechanical or electrical failures that occur after the expiration of the standard original equipment manufacturer's warranty period,
- provided that:
- (aa) the Service Request must be made within seven (7) days from the date of Damage; and
 - (bb) the Plan must be valid and existing when the Service Request is made.

CHANGES TO THE SUBSCRIPTION PERIOD AND PLAN

Switch from Weekly Subscription Period to Monthly, Six Months or Annual Subscription Period (or *vice versa*)

9. You are permitted to switch Your Plan from Weekly Subscription Period to Monthly, Six Months or Annual Subscription Period (or *vice versa*) at any time.
10. The new Subscription Period will start from the date of such change and the new Billing Cycle Date will be the date of such change. For the avoidance of doubt any Subscription Fee paid prior to such change will not be refunded or pro-rated.

Change of Plan from the Protect Pro Plan to the Protect Basic Plan or Protect Plus Plan

11. You are permitted to change Your Protect Pro Plan to the Protect Basic Plan or Protect Plus Plan any time. All Service Request(s) made under Your Protect Pro Plan will still be taken into account after the change in determining your available Service Request entitlement.
12. The new Subscription Period will start from the date Your Protect Pro Plan is changed to the Protect Basic Plan or Protect Plus Plan and the new Billing Cycle Date will be the date of such change. For the avoidance of doubt any Subscription Fee paid prior to such change will not be refunded or pro-rated.

SERVICE REQUEST PROCESS

13. In the event of any Damage of Your Eligible Device, You must submit a Service Request within **seven (7) days** from the occurrence of such Damage to SWAP by calling SWAP's service hotline at **03-7940 2800** 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. For the avoidance of doubt, if the Service Request is submitted after the seven (7) days period of occurrence of such Damage as specified above, the Service Request will be rejected and SWAP is not bound to perform any services in relation to such Damage.
14. SWAP reserves the right to request for any or all of the following documents and/or confirmation ("**Additional Service Documents/Confirmation**") as part of the conditions to provide its Service Request Approval to You: -
 - (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 18(d)(iii) or 19(d) of this Part 4;
 - (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.
15. Any failure to submit the Additional Service Documents/Confirmation within seven (7) days from SWAP's request will result in the Service Request being rejected.

16. 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.
17. There shall be no refund of the paid Subscription Fee under any circumstances. In the event of any disputes directly or indirectly arising from this matter, SWAP's decision shall be final and binding.

DEVICE EXCHANGE

18. The following clauses shall apply to the Device Exchange:
 - (a) upon obtaining the Service Request Approval, SWAP will proceed to charge the Service Request Fee which will be based on the tier level of Your Device Value under Your subscribed Plan;
 - (b) SWAP will notify You of the Service Request Fee payable and You are required to make the payment to SWAP in the manner specified by SWAP within seven (7) days from the date of submission of the Service Request. If You fail to make the payment within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
 - (c) a payment confirmation for any Service Request Fee will be issued to You by the appointed gateway partner within twenty-four (24) hours from payment Service Request Fee Receipt;
 - (d) SWAP will arrange for the Device Exchange via courier through SWAP's Authorised Service Agent in the Service Request within seven (7) working days from the date of the issuance of the Service Request Fee Receipt in the following manner: -
 - (i) You are required to confirm the exact time and location for the Device Exchange;
 - (ii) upon You confirming the above, the Authorised Service Agent will collect the Eligible Device from You. You must first surrender Your Eligible Device in exchange of the Substituted Device (*in accordance with these Terms*) from SWAP;
 - (iii) it shall be Your responsibility to complete the following process before handing Your Eligible Device to the Authorised Service Agent: -
 - (aa) remove any screen lock application (*password, PIN, touch ID or face-detected ID*);
 - (bb) deactivate any activation lock (such as *"Find my iPhone" or similar locking feature*);
 - (cc) remove any confidential, proprietary and personal information (*including photos*); and
 - (dd) 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. You agree that the ownership of Your Eligible Device together with all rights and benefits related to any manufacturer's warranty shall be or be deemed to be transferred

SWAP upon surrender of Your Eligible Device to SWAP or its Authorised Service Agent;

- (iv) if You fail to surrender Your Eligible Device and collect the Substituted Device from the Authorised Service Agent at the appointed time and place for the Device Exchange, the Authorised Service Agent will return the Substituted Device to SWAP's office and You shall be responsible at Your own cost to surrender Your Eligible Device and collect such Substituted Device from SWAP's office;
- (v) if You fail to surrender Your Eligible Device and collect the Substituted Device within six (6) months after the Substituted Device is returned to SWAP's office, SWAP may dispose of the Substituted Device at its sole discretion without any notice to You and without any obligation or liability to You. In such situation, Your Service Request shall be deemed to have been used and you are not entitled for a refund of the Subscription Fee, the Service Request Fee or the Additional Service Request Fee,
- (e) the Substituted Device becomes the Eligible Device protected under the Plan once it has been delivered to or collected by You;
- (f) the warranty period of the Substituted Device is ninety (90) days from the date of your receipt of such Substituted Device against failures in mechanical and/or electrical malfunction due to defects in material, design and/or workmanship. Any warranty claim within such warranty period will not be considered as an additional Service Request.

DEVICE REPAIR (FOR DEVICE OTHER THAN OPPO AND VIVO)

19. The following clauses shall apply to the Device Repair: -

- (a) upon obtaining the Service Request Approval, SWAP will proceed to charge the Service Request Fee which will be based on the tier level of Your Device Value under Your subscribed Plan;
- (b) SWAP will notify You of the Service Request Fee payable and You are required to make the payment to SWAP in the manner specified by SWAP within seven (7) days from the date of submission of the Service Request. If You fail to make the payment within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
- (c) a Service Request Fee Receipt will be issued to You within twenty-four (24) hours of payment. Upon issuance of the Service Request Fee Receipt, You shall drop off the Eligible Device for repair at SWAP's appointed repair service branch (*as selected by You*) within seven (7) days from the date of submission of the Service Request. If You fail to drop off the Eligible Device at SWAP's appointed repair service branch within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
- e) it shall be Your responsibility to complete the following process before handing 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 appointed repair service branch shall not be liable for any loss or misappropriation of or damage to the data left on Your Eligible Device,

- f) Upon receipt of the Eligible Device, the appointed repair service branch (as selected by You) will conduct an inspection to verify whether Your Eligible Device contains original parts. If Your Eligible Device is found to contain original parts, the repair service branch will proceed with the repair. However, if the inspection reveals that Your Eligible Device contains non-original parts and/or unauthorized repairs, the Service Request will be cancelled, and any Service Request Fees collected will be refunded. The Eligible Device will then be returned to You.
- g) once the Eligible Device has been repaired, SWAP and/or the representatives from repair service centre will contact You to pick up the repaired Eligible Device from the branch of the repair service centre first nominated by You. You are not allowed to change the branch of repair service centre;
- h) if You fail to collect Your Eligible Device from the branch of the repair service centre first nominated by You within six (6) months from SWAP's notification under Clause 19(e) of this Part 4, SWAP may dispose of Your Eligible Device at its sole discretion without any notice to You and without any obligation or liability to You. In such situation, Your Service Request shall be deemed to have been used and You are not entitled for a refund of the Subscription Fee, the Service Request Fee or the Additional Service Request Fee.

20. Device Exchange (if the Eligible Device is Beyond Economic Repair): -

- (i) if Your Eligible Device is Beyond Economic Repair, SWAP will inform You of the Additional Service Request Fee needed in order to provide a Substituted Device and You shall make such payment to SWAP within seven (7) days from such notification;
- (ii) a payment confirmation for the Additional Service Request Fee will be issued to You by the appointed gateway partner within the twenty-four (24) hours of payment Additional Service Fee Receipt;
- (iii) You agree that the ownership of Your Eligible Device (which has been handed over to SWAP or SWAP's appointed repair service branch pursuant to Clause 19 (c) of this Part 4 together with all rights and benefits related to any manufacturer's warranty shall be deemed to be transferred to SWAP upon Your payment of the Additional Service Request Fee;
- (iv) SWAP will arrange for the delivery of the Substituted Device via courier through SWAP's Authorised Service Agent within seven (7) working days from the date of issuance of the Additional Service Request Fee Receipt in the following manner: -
 - (aa) You are required to confirm the exact time and location for the delivery of the Substituted Device;
 - (bb) upon You confirming the above, the Authorised Service Agent will deliver the Substituted Device to You;

- (cc) if You do not collect the Substituted Device from the Authorised Service Agent at the appointed time and place for the delivery, the Authorised Service Agent will return the Substituted Device to SWAP's office and You shall be responsible at Your own cost to collect such Substituted Device from SWAP's office;
- (dd) if You fail to collect the Substituted Device within six (6) months after it is returned to SWAP's office, SWAP may dispose of the Substituted Device at its sole discretion without any notice to You and without any obligation or liability to You. In such situation, Your Service Request shall be deemed to have been used and You are not entitled for a refund of the Subscription Fee, the Service Request Fee or the Additional Service Request Fee.
- (v) the warranty period of the Substituted Device is ninety (90) days from the date of your receipt of such Substituted Device against failures in mechanical and/or electrical malfunction due to defects in material, design and/or workmanship. Any warranty claim within such warranty period will not be considered as an additional Service Request;
- (vi) if You disagree with SWAP's calculation of the Additional Service Request Fee or You fail to pay such Additional Service Request Fee within seven (7) days from SWAP's notification: -
 - (aa) Your Service Request together with the Service Request Approval obtained shall lapse and cease to be of any effect immediately;
 - (bb) the Service Request Fee under Clause 19(b) of this Part 4 paid by You earlier will be refunded to You within fourteen (14) working days after such seven (7) days' period. SWAP will contact You to obtain Your bank account details;
 - (cc) You are required to retrieve the Eligible Device from the branch of the repair service centre first nominated by you. You are not allowed to change the branch of repair service centre; and
 - (dd) if You fail to retrieve Your Eligible Device within six (6) months from SWAP's refund of the Service Request Fee under Clause 20(vi)(bb) of this Part 4, SWAP may dispose of Your Eligible Device at its sole discretion without any notice to You and without any obligation or liability to You.

DEVICE REPAIR (FOR OPPO AND VIVO BRANDED DEVICE)

22. The following clause shall apply to Device Repair for VIVO and OPPO branded Device:
- a. upon obtaining the Service Request Approval, SWAP will proceed to charge the Service Request Fee which will be based on the tier level of Your Device Value under Your subscribed Plan;
 - b. SWAP will notify You of the Service Request Fee payable and You are required to make the payment to SWAP in the manner specified by SWAP within seven (7) days from the date of submission of the Service Request. If You fail to make the payment within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled; a payment confirmation for any Service Request Fee will be issued to You by the appointed gateway partner within twenty-four (24) hours from payment Service Request Fee Receipt;
 - c. a Service Request Fee Receipt will be issued to You within twenty-four (24) hours of payment. Upon issuance of the Service Request Fee Receipt, SWAP will send a

notification to You and the selected SWAP's appointed repair service branch. You shall drop off the Eligible Device for repair at SWAP's appointed repair service branch (as *selected by You*) within seven (7) days from the date of receipt of the notification. If You fail to drop off the Eligible Device at SWAP's appointed repair service branch within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;

- d. 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 appointed repair service branch shall not be liable for any loss or misappropriation of or damage to the data left on Your Eligible Device;

Upon receipt of the Eligible Device, the appointed repair service branch (as selected by You) will conduct an inspection to verify whether Your Eligible Device contains original parts. If Your Eligible Device is found to contain original parts, the repair service branch will proceed with the repair. However, if the inspection reveals that Your Eligible Device contains non-original parts and/or unauthorized repairs, the Service Request will be cancelled, and any Service Request Fees collected will be refunded. The Eligible Device will then be returned to You.

- e. Once the Eligible Device has been repaired, SWAP and/or the representatives from repair service centre will contact You to pick up the repaired Eligible Device from the branch of the repair service centre first nominated by You. You are not allowed to change the branch of repair service centre;
- f. Upon confirmation that Your Eligible Device has been repaired, You are required to pay the Service Repair Fee to the said appointed repair service centre before You are able to collect Your repaired Eligible Device. Once payment has been made, You are required to collect the Eligible Device and the receipt together with the relevant supporting documents (such as payment receipts and repair job order) for reimbursement of Service Repair Fee from SWAP.
- g. Upon completion of the repair service and collection of your repaired Eligible Device, You may contact SWAP's service hotline at 03-79402099 on Mondays to Fridays between 9 am to 6 pm within seven (7) working days from the payment of Service Repair Fee to initiate the reimbursement process. An application for reimbursement filed after seven (7) working days may cause substantial delay in the reimbursement process.
- h. Upon receiving Your reimbursement application, the reimbursement of the Service Repair Fee will be processed and completed within seven (7) working days and credited to Your designated account.
- i. The reimbursement of Service Repair Fee will only be provided to You, in accordance with the specific Plan that You have enrolled in, based strictly on the entitlements and benefits outlined under each individual Plans.
- j. In the event of a claim for reimbursement of Service Repair Fee, if the actual repair costs include cost for items that are not specifically covered under the subscribed Plan, the

excess amount shall be borne solely by You. SWAP shall not be liable to refund or reimburse any amount beyond the stated coverage limit of the selected Plan.

- k. You are advised to review the Plan details carefully to understand the applicable coverage limits and associated benefits. No exceptions will be made outside the scope of the Plan's stated terms.

DEVICE REPLACEMENT FOR ATTENDED THEFT

21. The following clauses shall apply to the Device Replacement for Attended Theft: -

- (a) You are required to provide SWAP with a valid Malaysian Police report with respect to the theft of the subscribed device within forty-eight (48) hours from occurrence of the incident;
- (b) upon receiving the abovementioned Police report, SWAP shall have the discretion to approve or reject Your Service Request;
- (c) SWAP shall notify You of the Service Request Approval status and advice on the Service Request Fee which will be based on the tier level of Your Device Value under Your subscribed Plan;
- (d) You are required to make the payment to SWAP in the manner specified by SWAP within seven (7) days from the date of submission of the Service Request. If You fail to make the payment within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
- (e) a payment confirmation for any Service Request Fee will be issued to You by the appointed gateway partner within twenty-four (24) hours from payment Service Request Fee Receipt;
- (f) SWAP will arrange for the Substituted Device via courier through SWAP's Authorised Service Agent in the Service Request within seven (7) working days from the date of SWAP's issuance of the Service Request Fee Receipt in the following manner: -
 - (i) You are required to confirm the exact time and location for the delivery of the Substituted Device;
 - (ii) if You fail to collect the Substituted Device from the Authorised Service Agent at the appointed time and place for the Device Replacement, the Authorised Service Agent will return the Substituted Device to SWAP's office and You shall be responsible at Your own cost to collect such Substituted Device from SWAP's office;
 - (iii) if You fail to collect the Substituted Device within six (6) months after the Substituted Device is returned to SWAP's office, SWAP may dispose of the Substituted Device at its sole discretion without any notice to You and without any obligation or liability to You. In such situation, Your Service Request shall be deemed to have been used and you are not entitled for a refund of the Subscription Fee, the Service Request Fee or the Additional Service Request Fee,
- (g) the Substituted Device becomes the Eligible Device protected under the Plan once it has been delivered to or collected by You;

- (h) the warranty period of the Substituted Device is ninety (90) days from the date of your receipt of such Substituted Device against failures in mechanical and/or electrical malfunction due to defects in material, design and/or workmanship. Any warranty claim within such warranty period will not be considered as an additional Service Request.

-End of Part 4-