- 1. In order to be eligible for the Repair Service (as defined below), you must be an active subscriber of Asurion TechCare service of Asurion (Thailand) Limited ("**Asurion**") and the international mobile equipment identity number ("**IMEI**") of your mobile device must be registered and active under Asurion TechCare.
- 2. Subject to these terms and conditions, Asurion will carry out repair and/or replacement of the defective components within your mobile device ('Repair") provided that (i) the device is able to be powered on, (ii) has no water damage and (iii) is not subject to a manufacturer's recall ("Repair Service"). Asurion may appoint authorized service centres to carry out the Repair ("Repair Centre"). Additionally, your mobile device make and model must be suitable for the Repair Service, as determined by Asurion from time to time at Asurion's sole and absolute discretion.
- 3. The fee for Repair Service is 12.5% of the price of your mobile device as of the date you purchased your mobile device (normal price) as notified, excluding promotions (inclusive of VAT) ("**Fee**"). The Fee payable in respect of the Repair Service only and is not made in connection with your subscription to Asurion TechCare which is a separate service.
- 4. You can make a Repair request via the online repair portal that you may access at https:// https://repair.asurion.co.th/ ("**Portal**") after which you may:
 - a. have your mobile device collected and returned to you at the indicated location and at the indicated time(s) as per the Portal. If you select this option, you accept and acknowledge that the timing of the collection and return of your mobile device is subject to the availability of replacement parts and availability of our delivery personnel. Our delivery personnel will verify your identity at the time of collection and return of your mobile device by requesting that the recipient present his or her Thai national ID card, or foreigner identification being passport, work permit and acceptance at both times. You may be charged an additional fee if you are not present when we attempt to collect your mobile device from you or at the time we attempt to return your mobile device to you at the indicated times. Upon collection, your mobile device will be delivered to the Repair Centre; or
 - b. where available, take your mobile device to and collect your mobile device from the Repair Centre indicated and at the indicated time(s) as per the Portal. If you select this option, you must present his or her ID to the Repair Centre to verify your identity and your right to access a Repair and you must pay to the Repair Centre the applicable Repair Fee for your mobile device (as set out in paragraph 3 above).
- 5. Access to Repair is available in Thailand only.
- 6. Upon receipt of your mobile device, the suitability of your mobile device will be assessed for Repair. Asurion reserves the right not to proceed with the Repair for any reason, whether relating to make, model and/or condition of the mobile device or otherwise. In such event, your mobile device will not be accepted for repair and/or the unrepaired mobile device will be returned to you (with the Fee refunded to you in full if you have paid for it).
- 7. Your mobile device (including the operating system and hardware) must not be modified in any manner. Prior to the handover of your mobile device for repair, you must:
 - (a) delete all user content and data from your mobile device. You acknowledge and accept that in carrying out the Repair, all mobile device data and user content will be deleted, and the mobile device will be reset to its factory default settings;
 - (b) disable all personal device locks (including FindMyiPhone) on your mobile device; and
 - (c) remove any accessories, stylus, SIM cards, SD cards or screen protectors from your mobile device and must not provide any of these to Asurion or the Repair Centre, if applicable.

Terms and Conditions

- 8. Your Repair comes with a 90 days warranty for only parts as repaired or replaced against manufacturer malfunctions that starts from the date of return of your mobile device to you. You acknowledge and agree that a Repair may void or otherwise affect the relevant manufacturer's warranty coverage. You agree that Asurion shall not be liable in connection with the same.
- 9. You acknowledge that by using the Repair Service you consent for the collection, storage, transfer, hosting, access, use or disclose, in Thailand or other countries, of your personal data in connection with the Repair Service by Asurion and its subcontractors, and for other purposes set out in our prevailing privacy policy available <u>here.</u>
- 10. You acknowledge and agree that Asurion and the Repair Centre shall not be liable for:
 - (b) any loss of data and/or user content on your mobile device and any misuse of data and/or user content on your mobile device arising from your failure to delete the same;
 - (c) any loss, monetary or economic losses, including loss of business or loss of profits associated with the timing for collection of your mobile device or return of your mobile device following a Repair;
 - (d) any damage sustained to your mobile device due a to pre-existing defect which was uncovered during the inspection and/or diagnostics of your mobile device;
 - (e) any loss or damage to any mobile device accessory, stylus, SIM card or SD card arising from your failure to remove the same;
 - (f) any damage unknown to us and not caused by us sustained to your mobile device in transit from time of collection from you until the return of the mobile device to you; and
 - (g) your mobile device containing parts that are not from the original manufacturer which may void or otherwise affect the relevant manufacturer's warranty coverage.
- 11. These terms and conditions, the service and/or Fee may be revised from time to time at https://repair.asurion.co.th/ and your use of the service shall constitute your acceptance of these terms and conditions and their revisions.