

MAC CITY CARE+ TERMS & CONDITIONS

MAC CITY CARE+ SERVICE CONTRACT WITH ACCIDENTAL DAMAGE COVER TERMS AND CONDITIONS

DEFINITION

“Product” means mobile phone covered under a valid Service Contract

“You” and “Your” refer to the purchaser of the Product and Service Contract

“We”, “Us” and “Our” refers to Mac City Sdn Bhd (“Mac City”)

“Coverage” means coverage for mechanical and electrical defects in the Product including where applicable, the Display Screen attached to such Product and with additional benefits such as Accidental Damage (defined below*)

“Valid Claim“ means a one-time screen replacement or one-time full replacement of the Product and subject to the service fees noted below.

“Service Fee” means a payment by You to Us if a Valid Claim takes place.

“Service Contract” means this Service Contract, which You have purchased to cover the Product.

COVERAGE

- Our Mac City Care+ Service Contract (“Service Contract”) known as “Mac City Care+” provides coverage for parts and labour in respect of the covered Product stated on Our Sales Invoice/Receipt for covered inherent mechanical and electrical defects only and only to the extent provided by the manufacturer of the Product;

- This means that, inclusive of manufacturer’s warranty period, the Product will have a total Warranty of twelve (12) months from date of purchase of the Product, subject to payment of the applicable fee for the Mac City Care+.
- The Product use is or has been limited to domestic and personal use.

PRODUCT ELIGIBILITY

This Service Contract may only be purchased upon purchase of a Product and only covers a Product which:

- Is new & purchased from Us.
- Included at the time of purchase, the manufacturer’s complete and original warranty which is valid in Malaysia.

LIMIT OF LIABILITY

- Coverage will not, under any circumstances, extend to any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limiting to losses incurred due to any delay in rendering service related to this Service Contract and loss of use during the period that Your Product is at a Mac City Service Centre, and/or while awaiting repair.
- Our liability is for any one (1) Valid Claim and shall in no event exceed the purchase price of the Product.
- We will Repair or Replace the Product at our discretion.
- We will replace your Product with one of like kind and quality if the Product is not repairable or beyond economical repair. The Damaged Product shall become Our property. Due to technological advances, the replacement product may be of lower retail value than the original Product. Any such replacement will immediately terminate this Service Contract with no refund of the Service Fee and We shall have no further obligations for the remainder of the term of this Service Contract, if any.
- Under the Mac City Care+ you will pay a service fee for each replacement, please refer to the latest price list.

GENERAL EXCLUSIONS: The terms and conditions of the Service Contract shall form an integral part of this Service Contract and you are required to comply with the same in order to enjoy the benefits. Details of such terms and conditions are available for your review before your purchase of this Service Contract and a copy of such terms and conditions will be made available to you upon request.

EXCLUSIONS FROM COVERAGE:

1. Negligence of any kind, omission or default.
2. Any defective workmanship, including but not limited to liability arising out of implied warranties of merchantability, implied warranties of fitness, and strict liability.
3. Liability to anyone other than the Insured or Service Contract holder, as the case may be.
4. Any acts of fraud, or other dishonest or criminal acts
5. Property & product liability insurance.
6. Products that are still covered by the manufacturer’s/dealer’s original written warranty, or the Insured’s’ dealer warranty, repairer’s warranty, or any other warranties in effect.
7. Any defects that are subject to recall by the manufacturer/dealer.

8. Non-operating and cosmetic items, paint, or product finish, accessories used in or with the eligible product unless covered under a separate Service Contract, cables, cords, add-on options incorporated in a product for which options are not essential to the basic function of the Product for which the Service Contract was purchased.
9. Software (including operating system and any stored data), defects resulting directly from software installation and or removal, computer virus, virus prevention, and other peripherals.
10. Routine maintenance, cleaning, adjustments or software updates.
11. Damage neglect, abuse, misuse, theft, sand, corrosion, excessive heat, battery leakage, acts of god, commercial usage, power outages or surges, inadequate or improper voltage or current (fluctuation of electrical power, lightning, static electricity), improper environment (including lack of proper temperature or humidity).
12. Unauthorised modifications made to the Product and/or problems/defects arising from such unauthorised modifications; altered serial/IMEI numbers; failure to follow manufacturers' instructions on installation, operation or maintenance; repairs performed by non-authorised repairer; any items not affecting the function of the Product; image burn.
13. Reception and transmission problems resulting from external causes.
14. Costs of removal or reinstallation unless specifically included in the Service Contract.
15. Problems or defects not covered under the original manufacturer's/dealer's original written warranty or any other warranties in effect unless otherwise stated.
16. Failure to follow manufacturer's recommended instructions for installation, operation, routine care maintenance, inspection, cleaning, external adjustments etc. including problems cause by a device that is not the Product, including equipment/accessories that are not OEM, whether or not purchased at the same time as the Product.
17. Damage due to organic infestation (from internal and/or external sources)
18. Commercial use (multi-user organisations), public rental, use for profit or communal use.

For Service in Malaysia. Call Mac City Service Centre: 1800-88-1997

Our Customer Service Representatives or Mac City Service Centre staff will be ready to guide you through the service process. To expedite service, please ensure that you have your Service Contract details readily available before placing the call or visiting the Mac City Service Centre. If the original manufacturer's warranty is still valid, you are required to utilise the original manufacturer's warranty notwithstanding that the Service Contract is already in force. Repairs must only be carried out through a Mac City Service Centre. For all repairs, the Service Contract sales receipt/invoice for the Product must be presented.

TERMINATION

This Service Contract shall terminate immediately with no refund of the Service Fee paid in the event of any of the following:

- Disposal or repossession of the Product;
- Unauthorised repair, replacement or modification of the Product;
- In the event of any one (1) Valid Claim under this Service Contract

CANCELLATION

This Service Contract can be cancelled within 14 days of the product purchase date at a full refund provided that no valid claim has taken place. If a valid claim has taken place this Service Contract cannot be cancelled.

SERVICE CONTRACT

The Service Contract is service contract for repair service. The Service Contract is not insurance policies or guarantees given by Mac City relating to the nature of the material, workmanship or performance of the Product.

NON-TRANSFERABLE

You CANNOT sell, transfer, assign, pledge, or otherwise encumber or dispose of this Service Contract.

Mac City reserves the right to change these terms and conditions at any time without prior notice.