

Extended Warranty

CONTRACT NUMBER:

COVERAGE

Subject to the Terms and Conditions (please see back of this Contract):

- This Extended Warranty Contract can only be used after the expiration of the original manufacturer's warranty period.
- Warranty only covers the same as the original manufacturer's warranty coverage.
- Free service repair on parts and labor subject to check-up by an authorized service center and approval from LEX Services Inc. (LEX).
- Maximum amount of coverage is equivalent to appliance amount.
- Replacement or cash remuneration shall be subject to LEX's approval.
- Transferable ownership of LEX Extended Warranty Contract.
- **NO FREE APPLIANCE CLEANING INCLUDED.**
- **NOT VALID FOR BUSINESS OR COMMERCIAL USE.**
- **COURIER COSTS WILL NOT BE SHOULDERED BY LEX UNLESS COVERED BY THE ORIGINAL MANUFACTURER'S WARRANTY.**
- **FOR MOBILE PHONES AND TABLETS WITH GADGET GUARD, ONE (1) YEAR ACCIDENTAL DAMAGE (INCLUDING LIQUID DAMAGE) COVER IS INCLUDED FROM DATE OF ITEM PURCHASE.**

DATE OF ITEM PURCHASE	DEALER BRANCH
INVOICE NUMBER	APPLIANCE AMOUNT
PRODUCT TYPE	PRODUCT BRAND
PRODUCT MODEL	PRODUCT SERIAL NUMBER
CUSTOMER / CUSTOMER CONTACT DETAILS (Landline no. / Cellphone no. / Email add.)	ORIGINAL WARRANTY
SELLER NAME & CODE	EXTENDED WARRANTY
/	mos.
	mos.

CONTACT DETAILS

TEXT: CLAIMS<space>CONTRACT NO.<space> MESSAGE and send to 0923 602 7500

EMAIL: claims@lexservices.ph

OFFICE HOURS: MON. – FRI. (9:00 AM TO 6:00 PM)

CONTACT NUMBER-(Landline): (02) 8254-7616

CONTACT NUMBER-(Mobile): 0918-990-3487 / 0956-409-1953

I hereby warrant that all personal information and sensitive personal information, as these terms are defined in Republic Act No. 10173 or the Data Privacy Act of 2012 (collectively, "information"), given by me are true, correct and updated to the best of my knowledge, freely and voluntarily given to LEX Services Inc. (LEX).

I agree and consent that the information is being collected, used, processed and recorded for purposes which are relevant and necessary in securing an extended warranty contract, or transacting a business or any activity with LEX. I hereby authorize LEX, its directors, officers, consultants, employees, and duly authorized representatives to keep, store, update, use, access, and process the information given to it, and to share, transfer, or disclose the information, including this form, to LEX's affiliates, subsidiaries, contractors, partners, agents and representatives, intermediaries, industry associations, and third parties, such as but not limited to outsourced service providers, adjusters, salvage buyers, banks, external auditors, and local and foreign regulatory authorities, for purposes of marketing or promotional information campaign, provision of any products, services, or offers through mail/email/fax/SMS/telephone or any type of electronic facility, profiling, research, studies/customer satisfaction surveys, statistical and risk analysis, taxation monitoring, review, reporting, and complying with court and other lawful governmental order and requirements under the Anti-Money Laundering Act, Credit Information System Act, and other applicable laws, subject to appropriate security safeguards. If purchasing, transacting, and/or acting in behalf of other person(s), I hereby warrant that I am duly authorized representative or agent to perform such acts, and that I am duly allowed to give the principal's information to LEX and to give consent on their behalf. I hereby bind myself to advise all other persons in whose behalf I have acted for of all the terms and conditions herein. I also authorize LEX to verify and investigate the information I have given, including submitted documents, from whatever source it may consider appropriate. I understand that LEX can store my information for a period of five (5) years from the conclusion of my transactions with LEX, or until the expiration of the retention limits set by applicable laws, whichever comes later.

I have the right to access the given information, and I undertake to correct, rectify, or supplement information should any information be found to be inaccurate or incomplete. I shall notify LEX in writing of any changes in the information given above. I will hold LEX free and harmless from any liability that may arise as a result of the authorization given above.

Data Privacy Law and Regulations

Dear Valued Client:

We wish to update you of the regulatory developments on data privacy and security. In August 2012, Congress enacted Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012 (DPA). After four (4) years, the National Privacy Commission (NPC) issued the implementing Rules and Regulations of the DPA (IRR), which provides for the guidelines on the implementation of the DPA. In accordance with these issuances, we wish to notify you that LEX Services Inc. (LEX) will continue to process your personal information, sensitive personal information and privileged information (collectively "Personal Data") in the course of our servicing of your account/s with us.

- **Personal information** refers to any information, whether recorded in material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify the individual. This includes your name, address, and contact information.
- **Sensitive personal information** is personal information that includes your age, date of birth, marital status, social security number and other government identification card details, images and numbers, policy information, financial information, other information issued by government agencies which are peculiar to an individual, and those information which are specifically established by executive order or law to be kept classified.
- **Privileged information** is any and all forms of information which under the Rules of Court and other pertinent laws constitute privileged communication, such as, but not limited to, information acquired in fiduciary relationships.

Authorization and Consent

As a data subject of LEX who avails of our services:

- You warrant that all personal data given to LEX are true and correct to the best of your knowledge, freely and voluntarily given for purposes which are relevant and necessary in the administration of your contract, in providing services to you or for other reasonable services it provides, or for improvements/ upgrades in its systems and business processes, including but not limited to data analytics and automated processing, in transacting a business or any activity with LEX.

- You explicitly authorize LEX, its directors, officers, consultants, employees, and duly authorized representatives to keep, store, update, use, access, process, and enter in the processing system the personal data given to it, and to share, transfer, or disclose the data to LEX's affiliates, subsidiaries, contractors, partners, agents and representatives, intermediaries, industry associations, and third parties, such as but not limited to outsourced service providers, adjusters, salvage buyers, banks, external auditors, and local and foreign regulatory authorities for purposes of marketing or promotional information campaign, provision of any products, services, or offers through mail/email/fax/SMS/telephone or any type of electronic facility, profiling, research, studies/customer satisfaction surveys, statistical and risk analysis, taxation monitoring, review, and reporting, and complying with court and other lawful governmental order and requirements under the Anti-Money Laundering Act, Credit Information System Act, and other applicable laws subject to appropriate security safeguards.
- You authorize LEX to store your personal data for a period of five (5) years from the conclusion of your transactions with LEX or until the expiration of the retention limits set by applicable law, whichever comes later.
- You will hold LEX free and harmless from any liability that may arise as a result of the authorization given.

Contact Us

Should you wish to access, update, or correct your information, or withdraw consent to the use of any of your information as set out in this letter, you may communicate with LEX's Data Protection Officer at data@lexservices.ph or at (02) 8254-7616. You may file complaints with, and/or seek assistance from the NPC.

If you have questions about this letter, LEX's Privacy Policy Statement, or data processing activities, you can contact us by sending us an email at information@lexservices.ph. Should you wish to opt out of receiving direct marketing or promotional information, please email us at information@lexservices.ph, or call our Customer Service at telephone no. (02) 8254-7616 or 0918-990-3487. Our business hours are from 9:00 AM to 6:00 PM, Mondays to Fridays.

Very truly yours,
LEX Services Inc.

This is a computer-generated form and does not require a signature

TERMS AND CONDITIONS

A. COVERAGE & PERIOD: This Extended Warranty extends the coverage provided by the manufacturer for parts and labor for a period as indicated in this document (Extended Warranty Period). In the event of a breakdown of the Product during the Extended Warranty Period, the Dealer, through its warranty extension program administrator, LEX Services Inc. (LEX), shall arrange for an authorized service center to repair and/or replace any part which may be found defective and is part of the coverage of the original manufacturer's warranty. "Product" shall be defined as the appliance, mobile phone, tablet or gadget purchased, excluding its accessories and batteries. "Breakdown" shall be defined as failure of the covered part or components to work as it was designed to work under normal usage. Only if the manufacturer's warranty covers on-site service charges shall LEX cover on-site service. The total coverage of this Contract shall not exceed the amount you paid for the Product as indicated in the Sales Invoice issued by the Dealer.

B. ELIGIBILITY: Only Products purchased (i) manufactured for use in the Philippines; (ii) purchased new from any of the recognized and accredited Dealers listed on LEX's website or on LEX's Online Sales Portal and indicated on the application form, which at the time of purchase included the manufacturer's complete warranty valid in the Philippines; and (iii) are included in the warranty extension price list of the Dealer, shall be eligible. All eligible Products shall be for personal and household use only.

1. For this purpose, "personal and household use only" shall mean any use within the residential premises of the purchaser of the Product ("owner"), and/or for the use of his/her family members and/or servant(s), and shall exclude (i) use for any purpose other than for which the Product was intended; (ii) use by any person or common use by multiple users other than the owner's family members, and/or servants; (iii) use outside the premises of the owner's residence or any form of outdoor use unless the Product is specifically designed for such; (iv) use for business purposes, such as but not limited to office, warehouse, clinic, government use and the like; (v) any form of use for income and/or lease; and (vi) use that is similar or analogous to the foregoing.

IMPORTANT: BOTH THE ORIGINAL SALES INVOICE ISSUED BY THE DEALER INDICATING THE INCLUSION OF EXTENDED WARRANTY IN THE PURCHASE OF THE PRODUCT, AND THIS EXTENDED WARRANTY CONTRACT SHOULD BE SUBMITTED BY THE CUSTOMER TO LEX FOR THE REPAIR OR REPLACEMENT OF THE PRODUCT.

C. CHECKUP & REPAIR

1. In case of breakdown of the Product, contact the LEX hotline at (02) 8254-7616 or 0918-990-3487. LEX shall immediately coordinate with the nearest authorized service center. For this purpose, the customer appoints LEX as the customer's attorney-in-fact, and gives LEX full power and authority to act on the customer's behalf during the original manufacturer's warranty period and the Extended Warranty Period, to communicate or coordinate with and give to the authorized service center the necessary instructions for the repair of the Product, and to do all acts as LEX may deem proper, necessary, or convenient to give effect to this provision. The powers herein granted shall not be revoked while this Contract is in force and effect, and all acts that may be executed by LEX by virtue of said authority are hereby ratified and confirmed by the customer.

2. Only authorized service centers shall be allowed to perform the check-up and repair/replacement. **Repair / replacement made by an unauthorized service personnel or shops shall be considered "Tampered" and the cost of repair/replacement shall not be reimbursed to the customer.** Also, in the case of Tampered Products, this Contract shall be considered terminated automatically.

3. Prior to commencement of any repair and/or replacement due to breakdown of the eligible Product, the authorized service center must first obtain approval from LEX. No reimbursement or payment shall be given for non-compliance with this condition. Only those parts and labor charges indicated in the quotation or estimate shall be paid.

4. **LEX has the sole right to determine whether a breakdown will be remedied by repair or replacement.** At its option, LEX will either (i) cause the repair of the Product using new or previously used parts that are equivalent to new in performance and reliability, or (ii) cause the replacement of the Product with one that is at least functionally equivalent to the defective Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability. In case of replacement, the cost of the replacement Product shall not exceed the original purchase amount of the Product. If the Product has been repaired during the Extended Warranty Period and a replacement shall be implemented, the reimbursement shall not exceed the original purchase amount of the Product less the amount paid for the repairs already done during the Extended Warranty Period. In the event of replacement, the Product shall be surrendered to LEX before replacement or release of cash settlement. The cost of bringing the defective Product to LEX or any office it shall designate shall be for the account of the customer.

5. If the spare part is not available from stocks held in the Philippines, LEX may pay the amount of such part; provided that the amount paid shall be limited to:

a. (i) The price quoted in the latest catalogue or price list issued by the manufacturer or its agents in the Philippines, or (ii) if no such catalogue or price list exists, the price last obtained from the manufacturer plus the reasonable cost of transport other than by air to the Philippines, and the amount of the relative import duty; and

b. The reasonable cost of fitting such part.

6. If the customer, prior to the expiry of the Extended Warranty Period, can purchase the spare part after a settlement is made under item 5 above, he/she should immediately arrange for an authorized service center to install the spare part. Repair/part replacement made by unauthorized service personnel or shops shall cause the Product to be considered "Tampered". In such case, this Extended Warranty shall be automatically terminated.

7. LEX shall not be liable to the customer if the authorized service center fails to complete the repair of the Product within its committed time frame for any reason whatsoever, except as otherwise provided herein. In case of such failure, LEX, in its sole discretion, may pay the customer the cost of the repair based on the amount quoted by the authorized service center.

8. Should the Product be replaced by the manufacturer during the manufacturer's warranty period, the customer shall inform LEX, through the hotline provided in Section C(1), of the new International Mobile Equipment Identity (IMEI) or Serial Number of the Product, within fifteen (15) calendar days from the date of such replacement.

D. TRANSFER OF OWNERSHIP: This Extended Warranty may be transferred to a new owner of the covered Product as long as notice of such transfer is given to, and coordinated with LEX at telephone no. (02) 8254-7616 within fifteen (15) calendar days from the transfer. The transfer of ownership shall not toll or delay the running of the extended warranty period, which LEX executed with the previous owner.

E. GENERAL EXCLUSIONS: Any provision in these terms and conditions to the contrary notwithstanding, the following are not covered by this Extended Warranty:

1. Breakdown of general or specific parts during the original manufacturer's warranty period (regardless of whether the manufacturer honors such warranty).

2. Non-eligible product or model or brand. A product or model or brand is non-eligible if it is not included in the Warranty Extension Price List (which is deemed incorporated in this Contract) of the store where said Product was purchased.

3. All parts, defects and other damages not covered in the original manufacturer's Warranty, and those that the original manufacturer declined to replace or repair.

4. All accessories and consumables, whether included in the Product sales package or purchased separately, including but not limited to headsets, earphones, batteries, SIM cards, battery charger, antenna, data storage devices, external wirings and cabling, racks, bins, jacks, remote control, filters, bulbs including refrigerator and oven bulbs.

5. Appearance, cosmetic, or structural items, such as but not limited to housing, case or frame, door, base assembly, decorative parts, external hose/s, knobs and handles.

6. Product with removed/tampered/defaced/altered/illegible serial numbers, IMEI number, warranty seal, water indicator.

7. Breakdown due to:

a. Deterioration of the Product or defects caused by normal wear and tear or otherwise due to normal aging of the Product;

b. Misuse or use not in accordance with the user manual;

c. Abuse or rough handling;

d. Exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions;

e. Spilled liquid, spilled food, spilled chemical, or water damage;

f. Acts of nature, including but not limited to flood, rainwater, lightning, any fire, and earthquake;

g. Accident or any other fortuitous event, acts of God, fire and lightning, collision with any object, contact with foreign substance such as but not limited to liquids, powders, gels and chemicals;

h. Accidental or intentional damage;

i. Unauthorized modifications or connections;

j. Short-circuited battery, or by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering, or by the fact that the battery has been used in equipment other than those for which it has been specified;

k. Improper maintenance of source of energy and of the overall electric installation;

l. Malfunction caused by external causes, including but not limited to radio interference, power voltage fluctuations, and defective cellular network function;

m. Improper connection to other equipment; and/or

n. Corrosion, oxidation, exposure to environmental conditions, sand, dirt, rust, insects, rodents and animals.

8. Malicious damage and/or theft, or damage on the occasion of theft, robbery, malicious mischief, riot, duel, or any other crime, or any acts attributable to third persons (whether or not criminal in nature, intentional, accidental or through negligence).

9. Damage caused by improper use of electrical source.

10. Battery leakages, stains and cracks

11. Pre-existing conditions or sold "as is, where is".

12. Cosmetic damage or physical damage to the surface of the Product, including but not limited to cracks, dents, or scratches on the LCD screen or camera lens.

13. Software, tape or film damaged by malfunctioning part.

14. Damage to or due to software or software upgrades.

15. Upgrade of components (incompatibility of parts or incorrect installation).

16. Damages in excess of the purchase price of the Product (including consequential, indirect, special, incidental, punitive, general or loss of profits or any such damage due to delay in rendering service under this Extended Warranty).

17. Costs incurred due to item breakdown.

18. Broken or cracked LCD screens.

19. There shall only be one (1)-time replacement for Optical lens, DVD loader, MPEG board, Electronic control board, lens filter, fuses, lamps or bulbs in projection TVs, compressor, motor, evaporator, condenser and tub/base assembly.

20. Office use or multi-user usage, and/or commercial use or any other use which directly generates income due to its usage.

21. Cleaning or preventive maintenance.

22. Non-adherence to manufacturer's maintenance requirements.

23. Product that has been opened, modified or repaired by anyone other than LEX's authorized service center, or has been repaired using unauthorized spare parts.

24. Reconditioned or secondhand units.

25. Transport, check-up and other related fees incurred for the repair of Product that should be brought to the authorized service center, but instead on-site repair is done upon customer's request.

26. Transport, check-up and other related fees incurred for the repair of units located outside the minimum distance specified in the original manufacturer's warranty.

27. Transport, check-up and other related fees for repairs not covered under this Extended Warranty

28. Unauthorized installers or installations.

F. ACCIDENTAL DAMAGE (INCLUDING LIQUID DAMAGE) COVER FOR ONE (1) YEAR FOR MOBILE PHONES AND TABLETS WITH GADGET GUARD:

1. Specifically for mobile phones and tablets with Gadget Guard, breakdown due to accidental damage which occurred within one (1) year from the date of purchase of the Product shall be covered by this Contract.

2. Accidental Damage under this Clause F is defined as damage that occurs suddenly as a result of an unexpected and non-deliberate external action, including but not limited to unintentional spillage, splashing or soaking with liquid, which resulted to a loss of function of the Product. For the purpose of the one (1)-year coverage for mobile phones and tablets with Gadget Guard, liquid damage and other damage caused by intentional acts, gross negligence, or acts of nature are not considered as covered accidental damage, any provision herein to the contrary notwithstanding.

3. For claims under this Clause F, the customer should notify LEX within forty-eight (48) hours from the time of the incident which caused the breakdown of the Product.

G. INSTALLMENT PAYMENTS

1. Installment payment schemes may be made available for the settlement of the warranty extension price. Unless otherwise agreed upon with LEX, a customer shall pay fifty percent (50%) of the amount due upon signing of this Contract, and the balance shall be paid in three (3) monthly equal installments, without need for any demand, through authorized payment centers listed in the LEX website: www.lexservices.ph

2. It is understood that the effectivity of this Contract is conditioned on the full and timely payment by the customer of all installment payments due, and that non-payment of any installment on its due date shall not give rise to any liability on the part of the LEX. LEX shall not be responsible for mistaken or late remittance, as well as non-remittance by the payment center of the installment payments made by the customer, and the customer shall hold LEX free and harmless from any liability suffered by the customer as a result of such mistaken or late remittance or non-remittance.

3. Unless otherwise agreed upon with LEX, in case of non-payment by the customer of any installment amount due on any deadline, this Contract shall be considered automatically cancelled.

H. DISCLAIMER OF LIABILITY:

1. Under no situation shall coverage extend to include any loss of or damage to a person or property directly or indirectly, in consequence of or incidental to, arising from, in connection with or on the occasion of the use of the Product.

2. Under no situation shall coverage extend to include liability arising out of the use of the Product to the extent that it may be disclaimed by the law.

3. This Extended Warranty does not cover any defects which are subject to manufacturer's recall or which are covered under the manufacturer's program of reimbursement.

4. This Extended Warranty does not cover loss or damage to the Product while undergoing repair at and while in transit to and from the authorized service center.

5. The customer represents and warrants that the statements and information provided to LEX are true, accurate and correct. LEX shall not be liable in case of untruthful or misleading statement of a material fact or omission of a material fact whether international or otherwise.

6. LEX shall not be liable if any of the documents or information submitted by the customer in applying for or claiming under this Extended Warranty is fraudulent, false or misleading in any material respect.

I. CANCELLATION:

1. Cancellation of this Warranty Extension Service Contract, except those covered under Clause F, shall be allowed with a refund of the purchase price of this Extended Warranty, subject to imposition of a service charge, within seven (7) calendar days from the purchase date of the warranty extension only, provided no claim has been made yet.