

TMT Protection Plan: TMT Care & CareSwap Policy

Definitions

- “Product” refers to the Consumer products sold by TMT and covered under a valid Service Contract.
- “Customer” refers to the owner of Product that is entitled to the Warranty.
- “TMT” refers to Thunder Match Technology Sdn. Bhd., presently located at H-G-5 & H-G-6, Lorong Mahir 9, Connaught Avenue, Taman Bukit Cheras, 56000 Kuala Lumpur, trading under the name “TMT”.
- “Contract”, “Agreement” & “Terms and Conditions” refers to the official documentation, terms, and conditions outlined in the TMT Care Policy document, which comprehensively outlines the coverage, terms, and other essential details of the extended warranty provided by TMT for the specified products. This Agreement serves as the governing document for the TMT Care Policy and establishes the rights, obligations, and expectations of the Customer, TMT, and any involved parties regarding the extended warranty coverage.
- “TMT Care” & “TMT CareSwap” is an extended warranty program offered by TMT. This program is designed to provide additional coverage for products sold by TMT and the purpose of this program is to extend the life and usability of these products beyond their original warranty period.
- The pricing tier of TMT Care is based on the original Standard Retail Price (“SRP”) of the Product, and not the discounted sale price.
- For more information on the extended warranty program “TMT Care” provided by TMT, please visit: <https://www.tmt.my/pages/tmt-protection-plan>

Agreement and Consent to Terms & Conditions

- The terms and conditions detailed in this agreement, in conjunction with TMT official invoice (the “Invoice”) and quotation (the “Quotation”), collectively constitute the entire agreement between TMT and the Customer, and supersedes any prior agreements, understandings, assurances, or representations whether written or verbal. Any terms or conditions implied by law that are applicable to TMT are excluded, except as provided by common sense or equity. No variations to these terms and conditions will be effective unless expressly agreed in writing and signed by TMT.
- By placing an order, making a purchase, or otherwise engaging in business with TMT, this signifies that the Customer understands, acknowledges, agrees, and accepts the terms & conditions herein.
- In case non-English language version of this Contract is prepared and any dispute arises over the meaning of any provisions under this Contract, the English language version shall prevail, and the relevant part of the non-English language version shall be deemed to be automatically amended to conform with and be consistent with the English language.
- All decisions by TMT in regards to this Agreement program are final, conclusive & binding.

Amendments & Updates of Terms & Conditions

- TMT reserves the right to amend, modify, or update these Terms and Conditions at its sole discretion without prior notice.
- Any changes to these Terms and Conditions will become effective immediately upon posting on TMT’s designated communication channels. TMT shall not be liable to provide any form of compensation to

Customers in the event of such modifications. Such changes will overwrite any previous terms and will be legally binding.

- It is the responsibility of the Customer to review these Terms and Conditions periodically for any updates or amendments.
- By continuing to engage in business or otherwise interact with TMT after any modifications to the Terms and Conditions have been posted, the Customer acknowledges and agrees to abide by the revised Terms and Conditions.

Product Eligibility

- TMT Care is provided upon purchase of an eligible Product & the appropriate TMT Care Plan, and only covers a Product which:
 - Is purchased from TMT;
 - Is manufactured or used in Malaysia; and
 - Includes, at the time of purchase, the manufacturer's complete & original warranty valid in Malaysia.
- When purchased with a Product, the TMT Care expiry date should not exceed 1,460 days (4 years) from the Product's:
 - Manufacturing date for Phones, Tablets, Smart Watch, Smart Home Appliances, Headphone & Monitor
 - Invoice date for Personal Computer ("PC"), Printers, Notebook & Gaming Laptop
- TMT Care can also extend the warranty period of Products that were previously purchased from TMT by Customers, provided the Product:
 - Is covered by a Manufacturer Warranty/Brand Warranty with a minimum of 1 month remaining before expiry
 - Has no physical damage
 - Is within 1,095 days (3 years) from:
 - The manufacturing date for Phones, Tablets, Smart Watch, Smart Home Appliances, Headphone & Monitor
 - The invoice date for PC, Printers, Notebook & Gaming Laptop
- TMT Care can only be attached to certain Product categories & brands which includes but not limited to Mobile Phones, Tablets, Gaming Laptops, Notebooks, PC, Monitors, Smart Watch, Headphone, Printers, and Smart Home Appliances.
- TMT has the right to amend which categories and/or brands that can be covered under TMT Care.
- The final decision in whether a Product is eligible to be purchased with TMT Care lies solely at TMT's discretion.
- TMT Care cannot be purchased to extend an existing TMT Care warranty. However, TMT does provide TMT Re-Care to extend the Product's warranty further. For more information on TMT's Re-Care program, please visit <https://www.tmt.my/pages/tmt-protection-plan>

Policy Notes

- TMT Care is an Extended Warranty Policy providing comprehensive coverage due to internal or external mechanical and electrical defects. It does not provide any guarantee or promise relating to the nature of the material, workmanship, or performance of the covered Product.

Service Tax

- A Service Tax (“SST”) of 8% is applicable to TMT Care & must be borne by the Customer. This tax is in accordance with the prevailing local tax laws and are subject to change in response to updates to tax laws & regulations.

Submission of Claim

- In the event of a breakdown that may give rise to a claim for repairs under TMT Care, the Product covered by the Policy must be presented to the authorised repairer as directed by TMT within the coverage period and in any case, within fourteen (14) days or stated otherwise in this Policy, from the happening of such an event.
- For all repairs and claims under this policy, the Customer is required to present the original TMT Sales Invoice/Receipt and any other necessary reports and/or documents related to the type of coverage being claimed stated in the Policy, for the covered Product as proof of purchase. Failure to do so will result in TMT being legally exempt from any responsibility for the repair of the Product.
- Customers can also contact TMT Customer Service at 03 – 2022 5532 (10.00am – 6.00pm MYT Monday to Friday, excluding Public Holidays) for more information.
- If during the performance of TMT’s duties under this service, problems which were not found at the first instance are discovered in which requires additional work or materials:
 - TMT shall notify the Customer of the additional work and materials needed;
 - The Customer may elect to have the additional work & materials supplied or to cancel the suggested service.
- In the event that, following a thorough investigation and evaluation, it is determined that the breakdown of the product is not covered by the Policy, the Customer shall have prerogative to choose one of the following options:
 - Retrieve the product without any further repair attempts;
 - Opt to proceed with the repair of the product. In this case, the Customer shall bear the full cost associated with the repair, including expenses related to parts, labour, and any applicable fees and charges. The repair cost and applicable fees are stated in the Invoice. Any Goods and Services Tax (GST) or Sales Services Tax (SST) (if applicable) will be borne by the Customer.
- The estimated time for the full warranty process is a maximum of sixty (60) working days. Any extension beyond this period, initiated by TMT for any reason, will be communicated to the Customer in writing. It is expressly acknowledged that any such extension is not considered a liability on the part of TMT.

TMT Care Coverage

- TMT Care provides coverage for parts & labour in respect of the covered Product stated on the TMT Sales Invoice/Receipt for covered inherent mechanical and electrical defects only. It extends the coverage beyond the Product manufacturer’s warranty, commencing upon the expiry of the manufacturer’s warranty and ending on TMT Care’s Expiry Date in accordance with the TMT Care Plan selected for that Product.
- This means that, the Product's comprehensive warranty coverage, comprising the manufacturer’s warranty period and the subsequent extended warranty provided by TMT Care, ensures continuous

protection for the Customer. This extended warranty period initiates seamlessly after the manufacturer's warranty concludes, as stated from the date of the TMT Sales Invoice/Receipt and is subject to applicable plan entitlement.

- In the case of consumer products such as electronics and major appliances, the use is or has been limited to domestic and personal use. Office products such as facsimile, copiers, scanners, printers, and computers are covered for office, domestic, and personal use.

Coverage Exclusion

TMT Care specifically does not apply to any liability arising out of the following:

- Loss, damage, liability, claim, cost, or expenses of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
 - Any latent or mechanical defect, mechanical derangement, mechanical or electrical failures, breakage, depreciation, atmospheric conditions, or any other gradually operating cause
 - Mechanical or electrical breakdown or wear, tear and/or gradual depreciation
 - Accident, neglect, abuse, misuse, theft, battery leakage, natural disasters, acts of god, commercial usage, power outages or surges, fire damage, and/or improper environment
 - Unauthorised modifications, repairs performed by non-authorised repairer, and other items not affecting the function
 - Overloading or strain
 - Intentional damage by the Customer
 - Defects that are subject to recall by the manufacturer, dealer, or supplier
 - Rust, corrosion, mildew, moth, vermin, any organic infestation, or in connection with any process of cleaning, dyeing repairing, restoring, renovating, or dismantling
 - Deterioration of property due to change in temperature or humidity or failure or inadequate operation of an air-conditioning cooling or heating system
 - Detention, confiscation, destruction, or requisition by Customs house or other Officials or Authorities or by seizure or sale under any process of Law or abandonment of the Product
 - Failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.
 - Impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses
 - Failure to follow manufacturer's recommended instructions for installation, operation, routine care maintenance, inspection, cleaning, removal of odours, lubrication, external adjustments, including problems caused by a device that is not the Product, including equipment or accessories that are not OEM, whether or not purchased at the same time as the Product
 - Mysterious disappearance and/or discovered due to inventory stock checking
 - Water damage, whether directly or indirectly caused, includes damage from flood, surface water, waves (including tidal waves and tsunamis), tides, tidal water, overflow from any body of water, or spray from these sources, regardless of wind (including storm surge), and damage caused by waterborne materials carried or moved by the aforementioned water sources
 - Any loss of, alteration of, or damage to or a reduction in the functionality, availability, or operation of a computer system

- 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
- Liability to anyone other than TMT or Service Plan Holder, as the case may be
- Product or property liability insurance
- Acts of criminal breach of trust or act of cheating by any entity set out in the Penal Code
- Acts of terrorism which is defined as acts committed for political, religious, ideological, or similar purposes, including the intention to influence governments or induce fear
- War, invasion, acts of foreign enemies, hostilities (whether declared or not), mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law, state of siege, seizure, confiscation, requisition, nationalization, destruction, or damage ordered by any government or public authority, as well as risks related to contraband or illegal transportation and trade
- Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease (any disease which can be transmitted by means of any substance or agent from any organism to another organism) regardless of any other cause or event contributing concurrently or in any other sequence thereto
- Ionising radiations, contamination, radioactive properties, or nuclear reactions from any nuclear fuel, nuclear waste or from the combustion of nuclear fuel, nuclear installation, nuclear assembly, or nuclear component
- Products that are still covered by the manufacturer's/dealer's original written warranty, or other TMT warranties, repairer's warranty, or any other warranties in effect.
- Products that have less than six (6) months manufacturer's warranty.
- Non-operating and cosmetic items, paint, or Product finish, accessories used in or with the eligible Product, cables, cords, straps, chargers, add-on options incorporated in a Product for which options are not essential to the basic function of the Product for which the Policy was purchased.
- Any problems or defects not covered under the original manufacturer's/dealer's original written warranty, repairer's warranty, or any other warranties in effect unless otherwise stated.
- Any loss, damage, or deterioration of batteries (whether rechargeable or not) and adaptors, including any loss of reduction in the functionality, capacity, or performance, whether such deterioration or damage occurs gradually or suddenly, regardless of the cause including wear and tear, usage, or any other factors.
- Costs of removal or reinstallation unless specifically included in manufacturer's warranty.
- Reception and transmission problems resulting from external causes.
- Any claims that would expose TMT to sanctions under United Nations resolutions or trade or economic sanctions of the European Union, United Kingdom, or United States of America.
- Exclusions specifically stated in this warranty.

Transfer

- The TMT Care plan is exclusively associated with the specific covered product for which it was purchased and is only valid within the geographical boundaries of Malaysia.
- TMT Care plan is non-transferable and cannot be applied to any other item, regardless of whether such item was acquired concurrently with the covered product or through any of TMT's sales channels or outlets.

- TMT Care plan remains inextricably linked to the originally covered product and may not be reassigned to different products or individuals under any circumstances, including any subsequent owner of the product.

Data Privacy & Protection

- TMT may collect, process, and store personal information about the Customer in compliance with applicable data protection laws. The Customer's information will be used solely for the purpose of the transaction and may be shared with third-party service providers or partners as necessary.
- By engaging in business with TMT, the Customer consent to and expressly authorise collection, receipt, use, retention, and transfer, in electronic or other form, of their personal data by TMT.
- The collected data will be utilised by TMT for one or more of the following purposes: provision of products and services, internal record and marketing, fraud prevention and security, compliance purposes and other related purposes. For more details regarding TMT's Privacy Policy, please visit <https://www.tmt.my/pages/pdpa>
- Upon submitting a warranty claim or requesting services including but not limited to repairs, replacement, installation, troubleshooting, upgrade, maintenance, consultation and/or recovery, as well as any other services that are similar in nature or within the same range of such services, the Customer agrees to remove or log out of any associated login credentials, accounts, or personal information on the product in question. Failure to do so may result in delays in the service or warranty process, and the customer acknowledges that the company is not liable for any issues arising from the retention of such information during and/or after the service or repair period.

Limitation of Liability

- Coverage will not extend to any loss or injury to a person, or loss or damage to property or business.
- TMT's liability for any one (1) repair visit shall not exceed the market value of the product at the time of said repair visit.
- Replacement parts will be new, original, refurbished, or non-original manufacturer's parts, or refurbished parts that perform to factory specifications of the Product determined at our discretion.
- TMT shall, in its sole discretion, replace the damaged covered Product with one of like kind and quality if the Product is deemed by TMT not repairable or beyond economical repair. Replacement unit may be of lower value than the original according to the current market price. Upon replacement, the damaged Product shall become the exclusive property of TMT and reserves the right to decide the disposition of the damaged Product, which may include disposal, recycling or any other method deemed appropriate by TMT. The Customer acknowledges and agrees that TMT's decision regarding the disposition of the damaged Product shall be final and binding.
- TMT will not be held liable for any loss, alteration, damage, or reduction in functionality to any data, software, or operating system during the warranty process.
- In no event shall TMT, its directors, employees, or agents be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, or data, whether incurred directly or indirectly, or any loss of use, goodwill, or other intangible losses, arising out of or in connection with any products or services purchased at TMT outlets or sales channels, even if TMT has been advised of the possibility of such damages.

- Any liability for breach of condition or warranty, whether implied by law or otherwise, is limited to repair, replacement, or cost reimbursement as stated in applicable laws. The customer shall indemnify and hold TMT harmless from any losses, claims, or damages arising from non-compliance with these terms.
- The total of all benefits paid or payable for the covered Product under TMT Care while it is in force shall not exceed the amount based on the Plan chosen and paid for by the Customer
- The Customer acknowledges and agrees that they will be responsible for any additional fees or charges incurred by the service repair centre that are not covered under TMT Care. This includes, but is not limited to, diagnostic fees, repair fees for issues not covered by the warranty, and any other charges deemed necessary by the service repair centre. The customer understands that such fees are their sole responsibility, and the company shall not be held liable for these additional costs.

Force Majeure

- TMT is not liable for any failure or delay in performance resulting from events beyond its reasonable control, including but not limited to:
 - Natural disasters or acts of god
 - War, invasion, acts of foreign enemies, hostilities (whether declared or not), mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law, state of siege, seizure, confiscation, requisition, nationalization, destruction, or damage ordered by any government or public authority, as well as risks related to contraband or illegal transportation and trade
 - Acts of criminal breach of trust or act of cheating by any entity set out in the Penal Code
 - Acts of terrorism
 - Communicable Diseases or the fear or threat of any Communicable Diseases

Termination & Cancellation

- The Customer's TMT Care plan shall terminate immediately in the event of any of the following:
 - Disposal or repossession of the Product
 - Unauthorised repair, replacement, or modification of the Product
- Cancellation of TMT Care plan is applicable only when the Product is returned to or exchanged within seven (7) days from the date of the purchase based on the original TMT Invoice/Quotation. No refund will be made under any circumstances for the purchase of TMT Care plan for the covered Product.

Governing Law & Jurisdiction

- The laws of Malaysia shall govern the interpretation of these Conditions and any Contracts.
- The Customer agrees that the courts of Malaysia have jurisdiction to settle any claims or disputes arising from these Conditions or any Contracts.
- Any disputes arising from the application of these Terms and Conditions shall be resolved through negotiation and mediation. If mediation is unsuccessful, both parties agree to submit to the exclusive jurisdiction of the courts in Malaysia. The costs and fees associated with any dispute resolution, including but not limited to legal fees, mediation costs, and court-related expenses, shall be borne by the Customer and are not the responsibility of TMT.

Staff Actions

- Any advice or actions of TMT's staff that contradict these terms & conditions shall not alter the terms and conditions herein.

Duty of Disclosure

- Customers must take reasonable care to ensure that all the answers to the questions are full, complete, correct, and honest and to the best of the Customer's knowledge.
- Customers also have a duty to inform us of any changes in the information given to TMT.

Waiver & Severability

- The failure by TMT to enforce any of these Terms and Conditions shall not be considered a waiver of its right to enforce any other term or conditions in the future.
- If any provision in these Terms and Conditions is determined to be invalid or unenforceable by a court of law, such term shall be deleted, and the relevant Contract shall remain in full force and effect. TMT and the Customer will negotiate in good faith to agree on mutually acceptable alternative provisions to replace the deleted clause.

Miscellaneous

- This Agreement, together with all applicable Terms & Conditions published on www.tmt.my, shall constitute a single, unified and binding agreement between the Customer and TMT. All referenced documents, policies, and terms shall be read collectively and enforced as one comprehensive agreement, governing the Customer's interactions, purchases, and engagements with TMT.
- Words denoting the singular include where the context so admits the plural and vice versa.
- Words of the masculine gender include where the context so admits the feminine and neuter genders and vice versa.
- Words denoting natural persons include where the context so admits corporations and firms and vice versa.
- Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute", or "statutes" includes any regulations or orders made under such statute or statutes.
- References in this Agreement to any clause, sub-clause, paragraph or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph or schedule to this Agreement so numbered.
- Any reference to "law" shall be construed as to include, without limitation, any Act, ordinance, statutory or municipal, rule, regulation, ruling, decree or order enacted, issued or decreed by the Parliament of Malaysia, the Government of Malaysia or any bureau, minister, agency, courts, regulatory body, authority, legislative body or department thereof.
- Where the context so requires, the words "hereof", "herein", "hereto", "hereunder", "hereafter" wherever used shall refer to this Agreement as a whole and not to any particular provision only.