# **Extended Warranty Service Card**

### 行動裝置延長保固服務卡服務

This Extended Warranty Service Card ("Service Contract") is provided to You by TSANN KUEN ENTERPRISE CO., LTD ("TSANN KUEN").

此延長保固計劃服務合約係由燦坤實業股份有限公司(燦坤實業)提供。

The terms and conditions of the Service Contract are set out below. You are advised to read the terms and conditions carefully.

請詳細閱讀以下服務合約條款與細則規定。

- 1. Services Available 服務提供
- 1.1 The services made available under this Service Contract is provided by Taiwan Bolttech Device Protection Co., Ltd ("**bolttech**") as the service provider under this Service Contract. 此延長保固服務合約的服務由服務供應商台灣保特科技有限公司 (以下簡稱「台灣保特」) 提供。
- 1.2 Subject to the terms and conditions herein, this Service Contract shall provide You with the following services during the Contract Period (as defined hereinbelow) ("Maximum Service Request"):

依本合約條款予限制規定·本服務合約將在合約期內提供以下服務(定義請見下文)("服務請求上限"):

(a) For a term up to twelve (12) months from the Contract Period Start Date, You are entitled to one (1) service request for free pick-up and delivery services of Your Mobile Device in Taiwan (excluding islands), where Your Mobile Device suffers from faults provided under the Manufacturer's Warranty Support"); and

合約於期開始後最長達 12 個月·您可以獲得 (1) 一次專人免費收送服務·於台灣 (不包含離島) 收送您於原廠保固期間內非人為因素自然損壞的行動裝置進行維修;

(b) During the 2<sup>nd</sup> year of the Contract Period, You are entitled to the following ("**Extended Warranty**"):

於合約期之第二年,您可獲得以下服務("延長保固")

 (i) Unlimited service requests for repair services up to the Device RRP (as defined hereinbelow) for any Breakdown (as defined hereinbelow) occurred to Your Mobile Device and one (1) service request for battery replacement; or

無限次數的行動裝置任何損壞 (如下文定義) 維修服務·上限為累積維修費 達裝置零售建議價格(如下文定義)·和一次電池更換服務; 或 (ii) One (1) Replacement Device (as described below) in case of BER or the Mobile Device cannot be repaired after three (3) service requests being made for the same Breakdown of the Mobile Device.

一次置換裝置 (如下文描述) 如 BER 或行動裝置同一零件維修超過三次仍無 法修復的狀況下,將進行置換。

1.3 You may request for battery replacement of Your Mobile Device as described in Clause 1.2(b)(i) above in the following circumstances:

在以下的狀況內,您可依以上 1.2(b)(i)之規定為您的行動裝置提出電池更換請求:

(a) In the case of iPhone branded Mobile Device, where the battery capacity to hold an electrical charge is less than eighty percent (80%) of the battery's original specification.

Apple iPhone 品牌之行動裝置,電池容量經維修中心測試後,低於原始規格之百分之八十(80%)。

(b) In the case of other Mobile Device running on Android operating system, where the battery capacity to hold an electrical charge is less than sixty-five percent (65%) of the battery's original specification.

其他行動裝置運行 Android 操作系統·電池容量經維修中心測試後·低於原始規格之百分之六十五(65%)。

1.4 Notwithstanding clauses 1.2(b)(i) and 1.3 above, no battery replacement will be provided to You in the event it is found that the battery of the Mobile Device is damaged.

儘管有上述 1.2(b)(i)與 1.3 之規定‧若行動裝置之電池經維修中心判斷為損壞‧將不提供電池更換。

1.5 The original receipt of the Mobile Device purchased may be required when registering a service request.

註冊延長保固服務時需提供行動裝置之購買憑證。

1.6 Easy service request registration.

使用延長保固維修服務之方法簡易。

1.7 Free pick-up and delivery service in Taiwan (subject to applicable terms and conditions of bolttech).

免費維修收送服務台灣本島(以台灣保特之條款及細則為準)。

1.8 If You would like to submit a service request, please call our service provider, bolttech at 0809-020-552 from Monday to Friday between 9:00 a.m. and 6:00 p.m. (excluding public holidays).

若您要申請維修服務,可於週一至週五上午9:00 至下午6:00(國定假期除外)致電 0809-020-552 聯繫我們的服務供應商台灣保特。

1.9 If You have any general enquires about this Service Contract and the services provided hereunder, You may contact our service provider by email at <a href="mailto:ew-device-support@bolttech.tw">ew-device-support@bolttech.tw</a> or phone calls at 0809-020-552 from Monday to Friday, between 9:00 a.m. and 6:00 p.m. (excluding public holidays).

若您對此合約有一般問題或對此合約的服務有任何問題,可發送電子信件至 <u>ew-device-support@bolttech.tw</u> 或於週一至週五上午 9:00 至下午 6:00(國定假期除外)致電至 0809-020-552 聯繫我們的服務供應商台灣保特。

### 2. Terms and Conditions 條款及細則

#### 2.1 Definitions 定義

2.1.1 **Beyond Economic Repairs (BER):** Where the cost of a repair of the Mobile Device (solely determined by bolttech) equals to or is greater than 80% of the Device RRP.

**維修不合乎經濟效益(Beyond Economic Repairs)(BER)**: 維修費用等於或高於裝置建議售價之 80%時。

2.1.2 **Breakdown**: Defects and/or failure of Mobile Device as provided for under the Manufacturer's Warranty.

故障:在原廠保固內的瑕疵及損壞。

- 2.1.3 **Contract Period:** The period from the Contract Period Start Date to the Contract Period End Date as shown in the email sent to the address provided by You. **合約期:** 於你收到的電子郵件,由您所提供的電子郵件地址裡所顯示之延長保固合約期開始日與合約期到期日之期間。
- 2.1.4 **Contract Period Start Date:** The date on which this Service Contract is activated by You, as specified in the email sent to the address provided by You. **合約開始日期:**您的服務合約啟動日,如服務啟動確認電子郵件裡所顯示的日期,發送至您所提供的電子郵件地址。
- 2.1.5 **Contract Period End Date:** Twenty-four (24) months from the Contract Period Start Date, or as specified in the email sent to the address provided by You. **合約到期日:**由合約啟動日起 24 個月·或如顯示在服務啟動確認電子郵件裡的日期·發送至您提供的電子郵件地址。
- 2.1.6 **Dead on Arrival (DOA):** Where a Mobile Device or Replacement Device (whichever is applicable), upon first use out of the box, is found to be completely inoperative.

到貨即損壞: 行動裝置或置換裝置於第一次開機時即完全無法使用。

2.1.7 **Device RRP**: The recommended retail price (inclusive of applicable tax) of the Mobile Device at the time of Your purchase of the Mobile Device.

裝置零售建議售價: 您購買行動裝置時的零售建議價格 (含稅)。

2.1.8 **Immediate Family Member:** Means Your spouse and/or children.

直系親屬:指您的配偶和/或子女。

2.1.9 **Manufacturer's Warranty:** The original warranty given by the respective manufacturer of the Mobile Device.

製造廠商保固:由製造商所提供的行動裝置原廠保固。

2.1.10 **Manufacturer's Warranty Period:** The uninterrupted period of the Manufacturer's Warranty as stated on the original official Manufacturer's Warranty certificate or publication.

製造商保固期:如製造商之原始官方保固憑証上所註明之無間斷的原廠保固服 務期間。

2.1.11 **Device:** New device which You purchased with this Service Contract.

行動裝置:與此服務合約同時購買之新購智慧型行動裝置。

2.1.12 **Normal Use:** Use of the Mobile Device in accordance with the manufacturers guidelines of the Mobile Device, including but not limited to regular maintenance and upkeep of the Mobile Device, usage of specified protection devices such as voltage stabilizers.

**正常使用**:依製造商使用說明使用行動裝置,包括但不限於對行動裝置進行定期維護及保養、使用特定保護設備如穩壓器等。

2.1.13 **You/Your:** The owner of the Mobile Device.

您:行動裝置持有者。

# 2.2 Other Key Conditions 其他關鍵條款

Logistic, repair and/or replacement service(s) requested by You under this Service Contract during the Contract Period are subject to the following conditions:

於本服務合約規定之合約期內提出之必要的物流、維修或置換服務請求,必須符合以下條件:

2.2.1 The details relating to any repair(s) and value of any repair(s) performed under this Service Contract is subject to bolttech's sole discretion and determination, and such determination shall be final and conclusive.

在本服務合約裡的關於任何維修和價值的細節,將由台灣保特自行決定。

### 2.2.2 The Mobile Device must:

行動裝置必須:

- (a) have been purchased new by You in Taiwan; 您於台灣新購;
- (b) have been manufactured/distributed in Taiwan or legally imported into Taiwan:

在台灣製造、分銷或合法進口至台灣;

(c) have been sold through sales channels as designated by TSANN KUEN ENTERPRISE as indicated in the invoice and Manufacturer's Warranty;

經燦坤實業指定之銷售通路出售,並能出示發票憑證及製造商保固書;

- (d) have been in Normal Use at all times have;
  - 在任何時候都正常使用;
- (f) have been used for personal use only and not for commercial, rental, or profit generating purposes;
  - 僅於個人使用且非用於商業、出租或營利等用途;
- (g) have been mainly used by You and/or Immediate Family Member; and 主要由您及您的直系親屬使用; 及
- (h) had been in Your and/or Immediate Family Member's possession only. 僅由您或相關的直系親屬所擁有。
- 2.2.3 Any previous repair(s) to the Mobile Device must have been: (a) performed in Taiwan; and (b) performed by the accredited service center.

過去曾對行動裝置進行的任何維修必須:(a)於臺灣進行;及(b)經由授權之維修中心進行。

2.2.4 The Manufacturer's Warranty must remain valid throughout its validity period and not rendered void or affected by Your action.

原廠保固必須於整個有效期內持續生效,且不因您的任何行為而被作廢或受影響。

2.2.5 This Product is not assignable or transferable by You or to another device, for any reason (including but not limited to the Device being sold to a third party), except where the Mobile Device received from the manufacturer is deemed DOA, this Service Contract shall continue to apply to the replacement device provided by the manufacturer. Please inform bolttech regarding the DOA occurred through the method specified in the 'Service Request Process' section below.

無論任何原因 (包含但不限於將行動裝置出售予第三方),您均不得將本合約轉讓或授予他人,或轉至其他裝置。除非從製造商收到之行動裝置到貨即損壞,本合約將持續提供於製造商所置換之行動裝置。請依據下方服務申請流程通知台灣保特行動裝置到貨即損壞。

2.2.6 Without prejudice to the terms and conditions of this Service Contract, in performing the repair service(s) herein, TSANN KUEN ENTERPRISE and/or bolttech shall have the option to do the following in its sole and absolute discretion:

提供維修服務時·燦坤實業和/或台灣保特有權在不影響本服務合約之條款及細則下自行決定:

In the case of BER, to replace the Mobile Device with a like-for-like model whether new or refurbished ("Replacement Device"). TSANN KUEN ENTERPRISE and/or bolttech aims to replace the Mobile Device with an identical make, model, colour and specification; however, where this is not possible, You will be provided with a Replacement Device of comparable specification or the equivalent value taking into account the age and condition of the Mobile Device. The Mobile Device (the spoilt unit) shall become bolttech's property. It is provided always that: (i) the Replacement Device may be of lower retail value than the Mobile Device; and (ii) You shall be responsible to backup and restore any data You may have from the Mobile Device to the Replacement Device (as necessary).

在 BER 的情況下,以類似規格的新或整新機置換行動裝置("置換行動裝置")。燦坤實業和/或台灣保特旨在置換相同的品牌、型號、颜色和規格的類似行動裝置;但若無法,將依據行動裝置的使用年限和狀況,提供具有相似規格或同等價值的置換行動裝置。被置換之行動裝置(損壞之料件)將成為台灣保特之財產。惟: (i)置換裝置之零售價格可能低於原行動裝置; (ii) 您需自行將行動裝置中的任何資料備份及還原至置換行動裝置(如需要)。

- (b) To outsource, delegate, assign or sub-contract the performance of repair service(s) or any other supporting service(s) under this Service Contract. 將維修服務或本合約提供之其他服務委外或轉包。
- 2.2.7 If you wish to request repair service(s) other than what is available under this Service Contract, bolttech will charge You with repair fee at applicable market rates, as determined by bolttech. You will be advised of the amount of the repair fee before bolttech performs the repair.

若您要求本服務合約以外之維修服務,台灣保特將會收取符合市場行情的維修費用,此費用由台灣保特自行定義,並於進行維修前告知您。

### 2.3 What is Not Included 不包括之項目

This Service Contract does not provide for the following:

本服務條款不包含以下項目之服務:

2.3.1 Repairs for Breakdown caused by violating Manufacturer's Warranty, abuse or negligence.

因違反製造商保固、濫用或疏忽而導致的延長保固維修服務。

2.3.2 Any unintentional damage or accidental damage, damage caused by liquid.

任何無意或意外所造成的損壞或因浸水導致的損壞。

2.3.3 Regular wear and tear or gradual deterioration.

定期耗損及破裂或逐漸老化。

2.3.4 Replacement of or support for data, software, music etc. i.e., any data stored on device.

因支援資料、軟體、音樂等,如任何儲存在裝置上的資料的置換。

2.3.5 Repair implicitly or explicitly covered by Manufacturer's Warranty.

製造商保固所隱含或涵蓋之維修服務。

2.3.6 Replacement of any consumable items or accessories like chargers, headphones etc.

任何消耗品或配件,例如充電器、耳機等的置換。

2.3.7 Cosmetic damage to the Mobile Device, such as damage to paintwork, Mobile Device finish, dents or scratches.

行動裝置外觀之損壞,如塗漆剝落、行動裝置表面磨光之耗損、凹痕或刮花等。

2.3.8 Any defects that are subject of the manufacturer's recall.

任何歸因於製造商產品回收之瑕疵。

2.3.9 Any circumstances where the conditions in Clause 2.2 above are not met.

仟何不符合上述第 2.2 條條款之情況。

2.3.10 Reimbursement of repair cost(s) incurred by You from repair service(s) performed by third party on the Mobile Device.

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您自行使用第三方維修行動裝置所引致之維修費用補償。

2.3.11 Any form of physical loss or untraceability of the Mobile Device, or any form of consequential or incidental loss suffered by You in respect of the Mobile Device.

仟何形式之遺失或無法追蹤行動裝置,或因您間接或偶發行為遺失行動裝置。

- 2.3.12 Gradually developing flaws, defects, cracks or partial fractures in any part, although repair or renewal of the parts affected may be necessary in the future. 任何部分逐漸形成之瑕疵、缺陷、裂紋或局部斷裂,即使將來可能須對受影響之部件進行維修或更新。
- 2.3.13 Deterioration of or wearing away or wearing out of any part, marring or scratching of the Mobile Device caused by external force or naturally resulting from normal use or exposure.
  行動裝置任何部分老化或磨損或耗損、因外力導致損壞或刮花,或因正常使用
- 2.3.14 Damage arising from attack by unauthorized software/virus, software faults. 因未經授權之軟體 / 病毒攻擊、軟體故障而造成的損害。

或長期暴露引致之自然損耗。

卡的損壞。

- 2.3.15 Breakage arising out of any intentional act towards the Mobile Device including but not limited to incorrect installation or incorrect set-up.

  因對行動裝置作出任何故意行為而導致之損壞,包括但不限於錯誤的安裝或設置。
- 2.3.16 Damage to any electronic data and/or Mobile Device software/operating system, storage media, data/records or similar intangible items and damage to the SIM card/memory card of the Mobile Device not caused by manufacturing defect.

  非因製造之缺陷而導致的任何電子數據及 / 或行動裝置之軟體 / 操作系統、儲存媒體、數據 / 記錄或類似之無形物品的損壞,以及行動裝置之 SIM 卡 / 記憶
- 2.3.17 Any failure of the Mobile Device to operate as a result of problems with respect to the network infrastructure, Your network subscription or similar service issues.

因網路基礎設備問題、您的網路訂閱或類似服務問題而導致行動裝置無法運作。

2.3.18 Breakdown caused by or attributed to the operation of a software virus or any other software-based malfunction; or natural disaster, fire, terrorism, or power surge.

因軟體病毒或任何其他軟體功能失常;或自然災害、火災、恐怖主義或電壓飆 升所導致之故障。

2.3.19 Breakage arising from internal leakage of the battery. 電池內部漏液引起之損壞。

### Contract Period 合約期

This Service Contract shall come into effect on the Contract Period Start Date (as defined above) until the Contract Period End Date (as defined above), unless otherwise terminated in accordance with the terms of this Service Contract.

本服務合約應在合約開始日期(如上文定義)至合約結束日期(如上文定義)生效·除非根據本服務合約條款另行終止。

### 3. Warranties and Limitation of Liability 保證和責任限制

3.1 The product and services are provided "as is" and "as available". Neither TSANN KUEN ENTERPRISE nor its service provider(s) makes any representations or warranties or guarantees of any kind of nature, whether express or implied, regarding the product and services beyond the scope of this Service Contract.

產品與服務以"原型"或"可用性"提供。燦坤實業及其服務提供商僅對本合約所提供的產品內容提供服務,且不對超出本服務合約範圍的產品和服務做出任何性質的任何類型的陳述或保證。

3.2 In no event shall TSANN KUEN ENTERPRISE and/or its service provider(s) be liable for any general, consequential, incidental, indirect, special, loss of profit or opportunity, exemplary, punitive, special or other damages/loss whatsoever resulting from TSANN KUEN ENTERPRISE and/or its service provider's performance or failure to perform under this Service Contract.

在任何情況下,燦坤實業和/或其服務提供商均不因燦坤實業和/或其服務提供商未能依據本合約履約服務,而導致的一般後果、偶發的、間接的、特殊的、利潤或機會損失、典範性、懲罰性、特別的或其他損害/損失承擔任何責任。

3.3 Except where expressly provided in this Service Contract:

除本服務合同另有明確規定外:

- (a) In no event shall TSANN KUEN ENTERPRISE and/or its service provider's liability exceed the amount paid by You under this Service Contract; and 在任何情況下·燦坤實業和/或其服務提供商的責任均不得超過您依據本服務合約 所支付的金額;和
- (b) TSANN KUEN ENTERPRISE and/or its service provider's limitation of damage and the remedies provided herein shall be Your sole and exclusive remedy. 
  塚坤實業和/或其服務提供商的損害限制與提供與此的補救措施應是您的唯一和單獨的補救措施。
- 3.4 This limitation on liability provision shall survive in any event and all circumstances.

此責任限制條款在任何情況下均有效

3.5 You agree to indemnify, defend, and hold harmless bolttech, its contractors, employees, and agents from any claims, losses, damages, liabilities (including legal fees and expenses) arising out of Your use of the services hereunder, Your violation of the rights of any third party, or any breach of this Service Contract.

您同意台灣保特,及其承包商、員工、代理人免除任何包括法律費用或支出的任何責任與損失源於您使用本協議事項下的服務,您違反任何第三方的權利、或任何違反本服務合約的 行為。

### 4. Force Majeure 不可抗力因素

4.1 Neither TSANN KUEN ENTERPRISE nor its service provider(s) shall be liable or responsible for any failure to perform, or delay in performance of any of its obligations under this Service Contract, where such failure or delay is caused by events outside the control of TSANN KUEN ENTERPRISE and/or its service provider(s) ("Force Majeure Event"), in particular (without limitation to):

燦坤實業或其服務供應商均不對任何未能履行或延遲履行其在本服務合約下的任何義務負責.若無法履約的原因是由燦坤實業和/或其服務提供商所能控制之外的事件引起的 ("不可抗力事件").特別是(但不限於):

- (a) availability of public or private telecommunication networks; or 公共或個人電信網路的有效性;或
- (b) acts, decrees, legislation, regulations or restrictions of any government; or 任何政府的法令、立法、法規或限制;或
- (c) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attacks or threats of terrorist attacks, war (whether declared or not); or 罷工、停工或其他產業行動、內亂、暴動、入侵、恐怖襲擊或恐怖襲擊的威脅、戰爭(無論是否宣布);或
- (d) any natural disaster such as abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage or epidemic. 任何自然災害、例如異常惡劣的天氣、洪水、閃電、風暴、火災、爆炸、地震、下陷、結構損壞或流行病。
- 4.2 In the event of occurrence of any Force Majeure Event(s) during processing of your service request, TSANN KUEN ENTERPRISE and/or its service provider(s) shall have an extension of time for the performance of its obligation for the same duration of the Force Majeure Event.

若在處理您的服務請求期間發生任何不可抗力事件,燦坤實業和/或其服務供應商應能在其不可抗力事件期間延長其服務履行的時間。

4.3 TSANN KUEN ENTERPRISE and/or its service provider(s) endeavours to use its reasonable efforts to bring the Force Majeure Event to an end or resolve the same so that TSANN KUEN ENTERPRISE and/or its service provider(s) may perform their obligations under this Service Contract notwithstanding the occurrence or subsistence of the Force Majeure Event. For the avoidance of doubt, in no event shall this provision give rise to any rights to You or be enforced by You against TSANN KUEN ENTERPRISE and/or its service provider(s) should TSANN KUEN ENTERPRISE and/or its service provider(s) fail to end or resolve the Force Majeure Event.

燦坤實業和/或其服務供應商應盡其合理努力在不可抗力的因素中履行服務。在任何狀況下,若燦坤實業和/其服務提供商未能於不可抗力事件中履行服務,您沒有任何權利對燦坤實業和/其服務供應商強制執行本條款。

# 5. Data Privacy 個人資料保護政策

5.1 TSANN KUEN ENTERPRISE respects Your privacy. In order to make this Service Contract and the services available to You, You agree that TSANN KUEN ENTERPRISE and/or its partner(s) and/or service provider(s) may collect certain information and personal data from You, and use, process and/or disclose such information and data in accordance with TSANN KUEN ENTERPRISE's Privacy Policy accessible at []. The Privacy Policy may be updated from time to time, hence you are advised to review the Privacy Policy periodically.

燦坤實業尊重您的隱私,為提供您本合約服務,您同意 燦坤實業和/或其合作夥伴和/或服務提供商依據[ ]可以收集、使用和處理某些由您提供的訊息和個人資料。此隱私條款可能會不時更新,建議您定期查看隱私政策。

5.2 By entering into this Service Contract, You agree and acknowledge that the data or information You provided may be used by TSANN KUEN ENTERPRISE and/or its partner(s) and/or service provider(s) in conducting internal services, marketing campaigns, and surveys to be used for future product offerings and service enhancement. You hereby agree to TSANN KUEN ENTERPRISE and/or its partner(s) processing all of Your personal information which TSANN KUEN ENTERPRISE obtains or stores (whether indicated in this Service Contract or obtained elsewhere) and TSANN KUEN ENTERPRISE (including its partner(s) and/or service provider(s)) may disclose Your personal information to any individual/company, whether related to TSANN KUEN ENTERPRISE or otherwise, within or outside Taiwan, for the purposes of marketing activities. You further agree that in order to provide the services under this Service Contract, TSANN KUEN ENTERPRISE and/or its partner(s) and/or service provider(s) may transfer information related to You and/or Your personal data to sub-contractors or affiliates related to the Service Contract and the services made available hereunder.

啟動本服務合約後,您同意與確認燦坤實業和/或其合作夥伴和/或服務提供商可使用您提供的資料或訊息進行用戶體驗改進、行銷活動和市場調查,以提供您未來的產品服務和強化服務體驗。您亦同意燦坤實業和/或其合作夥伴,可處理由燦坤實業取得或儲存的您的個人資料,無論是否指定供於本服務合約或由其他地方取得,且燦坤實業和/或其合作夥伴可揭露您的個人資料給任何台灣境內或境外個人或公司,無論是否與燦坤實業有關,作

為行銷活動目的。您進一步同意,為了提供本服務合約的服務,燦坤實業和/或其合作夥

伴可傳遞關於您或您的個人資料給分包商或與本服務合約有關相關公司以提供此描述的服 務 · 。

As such, You agree to provide accurate, current, and complete information required to register Yourself with the Service Contract and at other points as may be required in the course of using the services made available hereunder. In the event it is found that any information You provided is false, inaccurate or incomplete, TSANN KUEN ENTERPRISE (including its partner(s) and/or service provider(s)) reserves the rights to suspend or terminate Your rights to any or all of the services under this Service Contract. 因此,您同意提供準確、最新和完整的個人資訊在註冊您自己的服務合約與其他可能使用 此描述的服務需要時。 若發現您提供的任何資料是虛假、不准確或不完整的,燦坤實業 (包括其合作夥伴和/或服務提供商)將保留權利暫停或終止您在本服務合約裡的任何權 利及/與服務。

#### 6. Termination 合約終止

This Service Contract shall be immediately and automatically terminated upon the occurrence of any of the following events. Note that in such case, no refund shall be payable to You.

本延長保固於以下狀況將立即自動終止。此種狀況下,您將不會獲得退款。

- 6.1 Fraud, attempted fraud, or non-disclosure of any changes to the Mobile Device that affect this Service Contract;
  - 欺詐、企圖欺詐或未披露對行動裝置作出之任何更改,而影響本延長保固合約:
- Where the asset serial number or IMEI number of the Mobile Device is removed, obliterated or altered from the Mobile Device;
  - 行動裝置上之產品序列號被移除、清除或更改;
- 6.3 If repairs have been conducted by unauthorized repair centers or person at any point during or before the Contract Period;
  - 曾由未經授權之維修中心或人員於合約期內或之前的任何時候進行維修;
- 6.4 Where there are reasonable grounds to believe or suspect that the service request submitted is fraudulent, wrongful and/or in contravention of the terms of this Service Contract (including but not limited to the frequency of service requests submitted and reasons for the occurrence of defect or fault on the Mobile Device); or
  - 合理的相信或懷疑所提出之服務請求有詐欺、錯誤和/或違反本服務合約條款(包含 但不限於提出服務請求之頻率和故障發生之原因);或

6.5 Where a Replacement Device has been provided to You pursuant to Clause 1.2(b)(ii) above.

根據上述第 1.2(b)(ii)條置換行動裝置。

### 7. Service Request Process 服務請求流程

7.1 You can make a service request to bolttech at 0809-020-552 from Monday to Friday between 9:00 a.m. and 6:00 p.m., excluding public holidays.

您可於週一至週五上午 9:00 至下午 6:00(國定假期除外)致電 0809-020-552 與服務供應商 台灣保特科技 聯絡。

7.2 You must notify bolttech immediately of any Breakdown occurred to Your Mobile Device and to submit a service request within seven (7) days of a Breakdown. Otherwise, bolttech reserves the right to reject the service request.

您必須在行動裝置發生任何損壞時立即通知台灣保特,並在七天內提出服務請求。否則台 灣保特將有權拒絕服務請求。

7.3 Following Your lodgment of the service request, bolttech will schedule pick up of the Mobile Device and arrange the Mobile Device to be repaired and to be delivered to You once the repair is completed.

您提出服務請求後,台灣保特將安排行動裝置取件及維修,並在維修完成後送回給您。

7.4 In the case of DOA, please inform bolttech within thirty (30) days from the date of the invoice and the details of the replacement Device within thirty (30) days from the date of Your receipt of the replacement device through any of the method stated in clause 8.1 above. bolttech will update the Mobile Device model and IMEI number accordingly.

於 DOA 情況下,請在發票日起三十天內通知台灣保特,並在您收到更換裝置之日起三十天內依照上述 8.1 條所述之方法通知台灣保特。台灣保特將更新您的裝置型號及 IMEI 號碼。

# 8. Governing Law and Jurisdiction 管制法例及司法管轄權

The construction, interpretation and meaning of the provisions of this Service Contract shall be determined in accordance with the laws of Taiwan and shall be resolved exclusively by the Taiwan Taipei District Court.

本延長保固合約條款之結構、解釋及含義應根據台灣法律定義,並只訴諸台灣台北法院尋求解決。

#### 9. General Provisions 一般條款

TSANN KUEN ENTERPRISE and bolttech will rely only on the terms of this Service Contract. Any representations, statements or agreements made or entered into elsewhere, whether directly or indirectly, written or oral in advertisement or promotional materials, are not

binding towards TSANN KUEN ENTERPRISE and bolttech unless expressly confirmed in writing either through email and/or SMS by TSANN KUEN ENTERPRISE and/or bolttech to You.

燦坤實業和台灣保特將僅依據本服務合約之條款提供服務。除燦坤實業和台灣保特透過電子郵件和/或簡訊以書面形式明確向您確認外,其他任何地方無論是直接或間接,書面或口頭形式在廣告或宣傳中做出或達成的任何陳述、聲明或協議,均不對燦坤實業或台灣保特具有約束力。