



Terms & Conditions



Refer to Page 2 of 7 to 4 of 7



Refer to Page 2 of 7 to 4 of 7



Refer to Page 5 of 7 to 7 of 7

REMARKS

*please refer whichever T&C applicable to your purchase of this extended service/program plan.
please read through and understand your applicable T&C carefully
please print a copy of this T&C for record or reference*

By activating and or registering the **Star Protection** in accordance with these Terms, you hereby agree to be bound by these Terms and Conditions

Last updated 01 December 2020

Star Protection Terms & Conditions

- ✓ **Extra 6 Months extended warranty**
- ✓ **2 Year Extension EW**

GENERAL

1. This *Star Protection* an extended warranty plan and contract is applicable for IT products accepted by Brightstar Computer Sdn Bhd and valid in Malaysia only.
2. This *Star Protection* an extended warranty coverage period is valid for six month or two year as stated in the *Star Protection* plan certificate.
3. This *Star Protection* contract provides free labour and parts replacement for all natural (manufacturer) defects arising from normal domestic use.
4. The repair and replacement of any parts of the product will be at the option of Brightstar Computer Sdn Bhd.
5. All defective replaced spare parts shall not be returned to the owner and shall become the property of Brightstar Computer Sdn Bhd.
6. The *Star Protection* an extended warranty contract covers services provided by Brightstar Computer Sdn Bhd and its Authorised Service Centres only.
7. The *Star Protection* an extended warranty certificate must be presented at Service Counter before any repairing or service job to be carried out.
8. All claims on repair & replacement of parts should not exceed the product purchase price. Brightstar Computer Sdn Bhd reserves the right to replace the product or part under *Star Protection* contract, with a current equivalent model after attempt to repair the product failed.
9. In the event of theft this *Star Protection* extended warranty contract is automatically cancelled with no refund.
10. Brightstar Computer Sdn Bhd reserves the right to terminate any *Star Protection* extended warranty contract with no refund by written notice to the owner in the event that, in the opinion of Brightstar Computer Sdn Bhd, the product is used for the purposes other than for which the product was originally designed i.e. domestic use.
11. *Star Protection* pack extended warranty does not cover:

It does not cover*

- Any incurred transportation charges or logistics fees
- Peripheral, accessories and consumable items such as batteries, tapes, charges, adaptors and all optional add-on parts.
- Damage resulting from wear and tear.
- Scratches on all surfaces and externally exposed parts resulting from any usage.
- Non-operating and cosmetic items, paint, color, or Product finish; accessories used in or with the Product; external cables and cords; glass and lens; add-on options incorporated.
- Defects or damage due to spills of or immersion in food or liquid.
- Products with warranty labels removed or incorrect or illegible brands, parts and serial numbers.
- Serial number on the product or parts has been altered, defaced in any way.
- Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim.
- Problems or defects caused by tampering, conversion, unauthorized modifications or unauthorized repairs.
- Defects or damage from improper testing, operation, maintenance, installation, adjustment or any alteration or modification of any kind.
- Damage by computer viruses.
- Normal or any type of maintenance.
- Routine maintenance, adjustments, alignments or general cleaning.
- Manufacturer's recommended routine maintenance, inspection, cleaning, lubrication, external adjustments and any other instructions.
- Defects and on-site service charges not covered by the manufacturer's original written warranty, unless otherwise stated as covered above.
- Accidental damage or any consequential loss.
- Burglary, theft, corrosion, animal and insect infestation, misuse, neglect and abuse.
- Failure caused by a voltage converter and /or applying incorrect voltage to the Product.
- Diagnosis where no defect has been found or noted.
- Commercial use (multi-user organizations), public rental, use for profit or communal use for multi-family housing.
- Damage caused by natural disasters (earthquake, storm, flood, water, sand and pollution), theft, burglary, malicious damage, accidental external impact, animal and pest infestation or intrusion.
- Software failures & backing up of file and data.

- Software (including operating system and any stored data), defects resulting directly from software installation and or removal, computer virus, virus prevention, and other peripherals.
- Damage or lost of any software, files and data.
- Riot, strike, war, terrorism and malicious damage.
- Fraud, dishonesty or willful acts or intentional acts.
- Defects or damage from misuse, accident or neglect.
- Defect or damage resulting from use of the product in other than its normal and customary manner.
- Claims under manufacturer's warranty.
- Aesthetics defects.
- Damage or problems caused by improper or wrong voltage connection.
- Products that are still covered by the manufacturer's original written warranty, repairer's warranty, or any other warranty in effect.
- Any defects that are subject to the manufacturer's recall.

The indemnity is to cover the cost of repair and may include replacement if deemed uneconomic to repair. It is important for members and consumers to read and understand the terms and conditions offered.

**Terms and Conditions Apply*

DATA PROTECTION

Your details will be held and used by Brightstar Computer Sdn Bhd and selected companies acting on our behalf to administer your plan. We may pass your data to any relevant regulator or dispute resolution provider. We may also use your data for training and testing purposes. If you have given us permission, your details may also be used by us or third parties for other marketing purposes. We may disclose your information to our service providers and agents for these purposes. We and the third parties (if applicable) may contact you by mail, telephone or email. To help keep your details accurate we may use information we receive from our partners as well. To improve our service we may monitor or record our communications with you.

EXCLUSION OF THIRD PARTY RIGHTS

This plan is for the benefit of the plan holder only and any permitted transferee at our discretion and no rights or benefits will be given to any other third party under the plan.

TRANSFERRING YOUR PLAN

With our permission you can transfer your plan to a new owner of the equipment by giving us written details of the new owner. Your plan cannot be transferred to any other equipment.

RENEWING YOUR PROTECTION PLAN

At the end of your *Star Protection* plan, we will write to you about renewing. You will need to make a new payment for the plan to continue. We reserve the right not to offer you a renewal on your plan.

LIMITATION 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 Contract and loss of use during the period that your Product is at an authorized repairer and/or while awaiting parts.

TERMINATION AND CANCELLATION

This *Star Protection* Contract shall terminate immediately with no refund of the *Star Protection* contract fee in the event of any of the following:

- Subsequent sales of the coverage IT Product when no written request to transfer this *Star Protection* contract to the new owner has been received by Brightstar Computer Sdn Bhd; Disposal or repossession of the Product;
- Unauthorized repair, replacement or modification of the Product;
- If the product is moved out of the country of purchase and coverage of Malaysia, it will not be covered by *Star Protection* contract.

OTHERS

- We do reserves the right to reject any application if applicant supplies misleading, incomplete information or make any misrepresentation.

- If any of the term(s) under the *Star Protection* is held by any competent authority to be invalid, such term(s) shall be severed whilst all remaining terms shall remain valid.
- We do reserves the final decision in the event of a dispute.
- We do reserves the right to change the terms and conditions without prior notice.

SERVICE CONTRACT/PROGRAM NOT INSURANCE POLICY

This service contract is not an insurance policy and provides no insurance coverage or insurance benefits to you.

LEGAL ACTION AGAINST US

No one may bring legal action against us under this Contract unless and until there has been full compliance with all terms of this plan Contract

CHANGES TO TERMS & CONDITION (T&C)

We reserve the right to amend this T&C from time to time without prior notice. Any changes to the (T&C) will be uploaded onto our Websites and therefore, we encourage you to check/visit the Websites from time to time for any changes on a regular basis.

In the event of conflict between the English and Bahasa Melayu versions of the T&C, the English version of the T&C shall prevail.

Last updated 01 December 2020

Star Protection Terms & Conditions

✓ GPU 2 Years Extention

GPU STAR PROTECTION PACK (ONE-TIME FIX OR REPLACE)

DEFINITIONS

- "You" and "Your" indicates the purchaser of this protection service or the person to whom it was properly transferred.
- "We", "us", "our" or "ours" refer to the Administrator of this plan or Brightstar Computer Sdn. Bhd.
- "Product" refers to the hardware Graphics Processing Unit - **GPU**
- "Protection Service Pack" indicates the service program of +Two-year GPU Extended Warranty Protection (One-time Fix or Replace) pack
- "Fix or Replace" means under the Two-year Extended Warranty Protection of 24 months coverage we provide only One-time fix inclusive of parts & labour or replace if attempt to repair the Product failed.

GENERAL

1. This Protection Service Pack is applicable for Products accepted by us (sold by Malaysia Distributors/Principles appointed Authorize Dealers or Resellers) and valid in Malaysia only.
2. This Protection Service Pack is only valid if register online and successfully activated within 30Days from the date of purchase time as mention or requested. Your Protection Service Pack program will be effective immediately after successful online submission.
3. This Protection Service Pack coverage period is valid for TWO (2) calendar year as stated in the certificate or invoice. For covered inherent mechanical and electrical defects only and only to the extent provider by the manufacturer of the Product and extended that coverage for a further period commencing upon the expiry of the manufacturer's warranty.
4. This Protection Service Pack provides one-time Fix or Replace for all natural (manufacturer) defects arising from normal domestic use. The Fix or Replace of any parts of the product will be at the option of us.
5. All defective replaced spare parts or products shall not be returned to the owner and shall become the property of ours.
6. The Protection Service Pack covers services provided by us and ours Authorised Service Centres only.
7. The Protection Service Pack activation number document or Prove of Purchase (Invoice) must be presented at Service Counter before any repairing or service job to be carried out.
8. All claims on repair & replacement of parts or product in total during the warranty period should not exceed the product purchase price. We reserve the right to replace the product or part under Protection Service Pack, with a current equivalent model after attempt to repair the product failed.
9. In the event of theft this Protection Service Pack contract is automatically cancelled with no refund. And within the 24 Months protection service coverage once a Fix or Replace been issued, this Protection Service Pack is terminated immediately.
10. We reserves the right to terminate any Protection Service Pack with no refund by written notice to the owner in the event that, in the opinion of us, the product is used for the purposes other than for which the product was originally designed i.e. domestic use.
11. Protection Service Pack does not cover:

It does not cover*

- Any incurred transportation charges or logistics fees
- Peripheral, accessories and consumable items such as batteries, tapes, charges, adaptors and all optional add-on parts.
- Damage resulting from wear and tear.
- Scratches on all surfaces and externally exposed parts resulting from any usage.
- Non-operating and cosmetic items, paint, color, or Product finish; accessories used in or with the Product; external cables and cords; glass and lens; add-on options incorporated.
- Defects or damage due to spills of or immersion in food or liquid.
- Products with warranty labels removed or incorrect or illegible brands, parts and serial numbers.
- Serial number on the product or parts has been altered, defaced in any way.

- Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim.
- Problems or defects caused by tampering, conversion, unauthorized modifications or unauthorized repairs.
- Defects or damage from improper testing, operation, maintenance, installation, adjustment or any alteration or modification of any kind.
- Damage by computer viruses.
- Normal or any type of maintenance.
- Routine maintenance, adjustments, alignments or general cleaning.
- Manufacturer's recommended routine maintenance, inspection, cleaning, lubrication, external adjustments and any other instructions.
- Defects and on-site service charges not covered by the manufacturer's original written warranty, unless otherwise stated as covered above.
- Accidental damage or any consequential loss.
- Burglary, theft, corrosion, animal and insect infestation, misuse, neglect and abuse.
- Failure caused by a voltage converter and /or applying incorrect voltage to the Product.
- Diagnosis where no defect has been found or noted.
- Commercial use (multi-user organizations), public rental, use for profit or communal use for multi-family housing.
- Damage caused by natural disasters (earthquake, storm, flood, water, sand and pollution), theft, burglary, malicious damage, accidental external impact, animal and pest infestation or intrusion.
- Software failures & backing up of file and data.
- Software (including operating system and any stored data), defects resulting directly from software installation and or removal, computer virus, virus prevention, and other peripherals.
- Damage or lost of any software, files and data.
- Riot, strike, war, terrorism and malicious damage.
- Fraud, dishonesty or willful acts or intentional acts.
- Defects or damage from misuse, accident or neglect.
- Defect or damage resulting from use of the product in other than its normal and customary manner.
- Claims under manufacturer's warranty.
- Aesthetics defects.
- Damage or problems caused by improper or wrong voltage connection.
- Products that are still covered by the manufacturer's original written warranty, repairer's warranty, or any other warranty in effect.
- Any defects that are subject to the manufacturer's recall.

The indemnity is to cover the cost of repair and may include replacement if deemed uneconomic to repair. It is important for members and consumers to read and understand the terms and conditions offered.

**Terms and Conditions Apply*

DATA PROTECTION

Your details will be held and used by us and selected companies acting on our behalf to administer your plan. We may pass your data to any relevant regulator or dispute resolution provider. We may also use your data for training and testing purposes. If you have given us permission, your details may also be used by us or third parties for other marketing purposes. We may disclose your information to our service providers and agents for these purposes. We and the third parties (if applicable) may contact you by mail, telephone or email. To help keep your details accurate we may use information we receive from our partners as well. To improve our service we may monitor or record our communications with you.

EXCLUSION OF THIRD PARTY RIGHTS

This Protection Service Pack is for the benefit of the pack holder only and any permitted transferee at our discretion and no rights or benefits will be given to any other third party under the protection service.

TRANSFERRING YOUR PROTECTION SERVICE PACK

With our permission you can transfer your protection service to a new owner of the equipment by giving us written details of the new owner. Your protection service cannot be transferred to any other equipment.

RENEWING YOUR PROTECTION SERVICE PROGRAM OR PLAN

At the end of your Protection Service Pack, we will write to you about renewing. You will need to make a new payment for the new propose plan to continue if you agree. We reserve the right not to offer you a renewal or new on your plan.

LIMITATION OF LIABILITY

- This Protection Service Pack is a once off Fix or Replace during the period of coverage, and will automatically terminated/ceased and/or expired after the one-time Fix or Replace.
- 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 protection service and loss of use during the period that your Product is at an authorized repairer and/or while awaiting parts.
- Due to technological advances, our one-time Fix or Replace product may be of lower retail value than your original Product. Any such the one-time Fix or Replace been issued, this Protection Service Pack will immediately terminate the protection service with no refund of the Protection Service Pack fee and we shall have no further obligations for the remainder of the term of this Protection Service Pack, If any
- The total of all benefits paid or payable under this Protection Service Pack while it is in force shall not exceed the original purchase price paid by the Protection Service Pack for the Product covered by the Protection Service Pack.

TERMINATION AND CANCELLATION

This Protection Service Pack shall terminate immediately with no refund of the Protection Service Pack fee in the event of any of the following:

- Subsequent sales of the coverage Product when no written request to transfer this protection service to the new owner has been received by us; Disposal or repossession of the Product;
- Unauthorized repair, replacement or modification of the Product;
- If the product is moved out of the country of purchase and coverage of Malaysia, it will not be covered by Protection Service Pack.
- If within the 12 Months protection service coverage once a Fix or Replace been issued to the Product.

OTHERS

- We do reserves the right to reject any application if applicant supplies misleading, incomplete information or make any misrepresentation.
- If any of the term(s) under the Protection Service Pack is held by any competent authority to be invalid, such term(s) shall be severed whilst all remaining terms shall remain valid.
- We do reserves the final decision in the event of a dispute.
- We do reserves the right to change the terms and conditions without prior notice.

PROTECTION SERVICE PACK COVERAGE



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