



CUSTOMER SERVICE AND SUPPORT OPERATION PROCEDURES

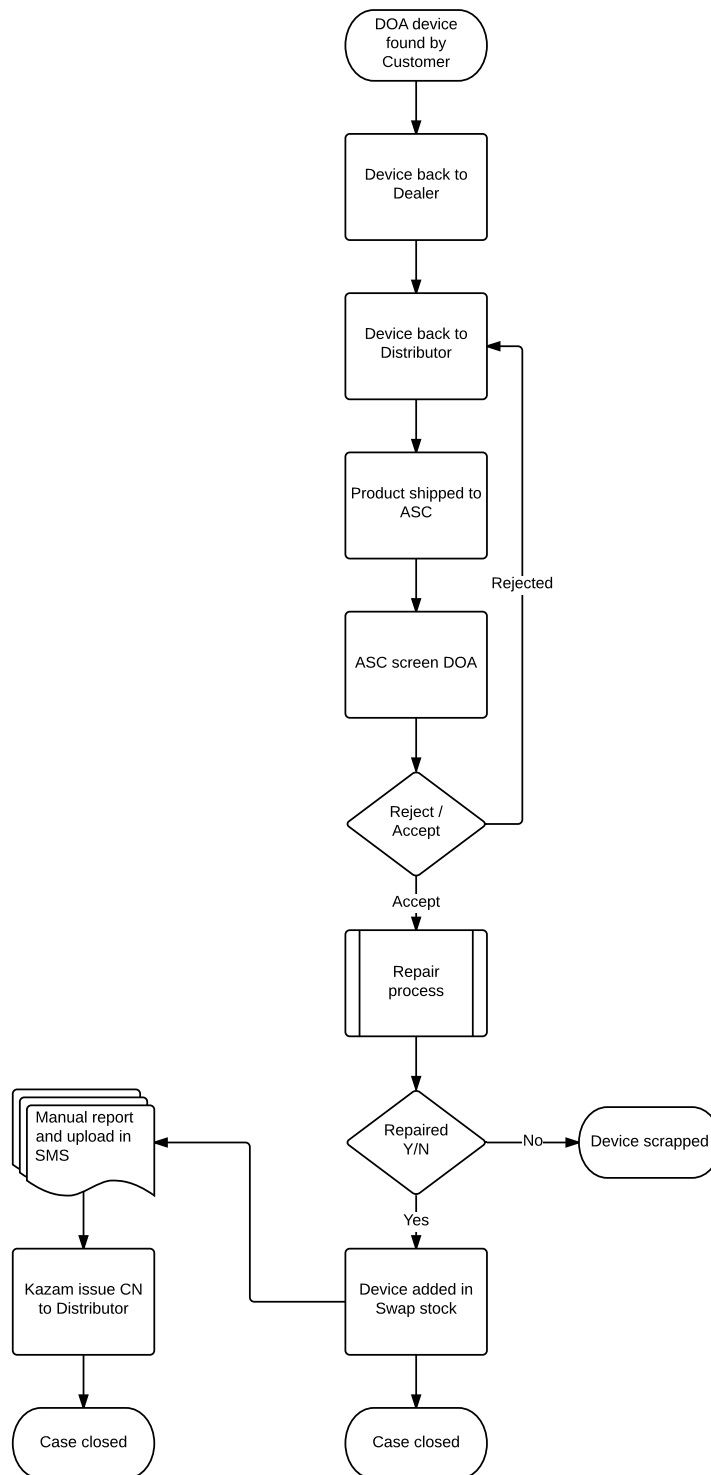
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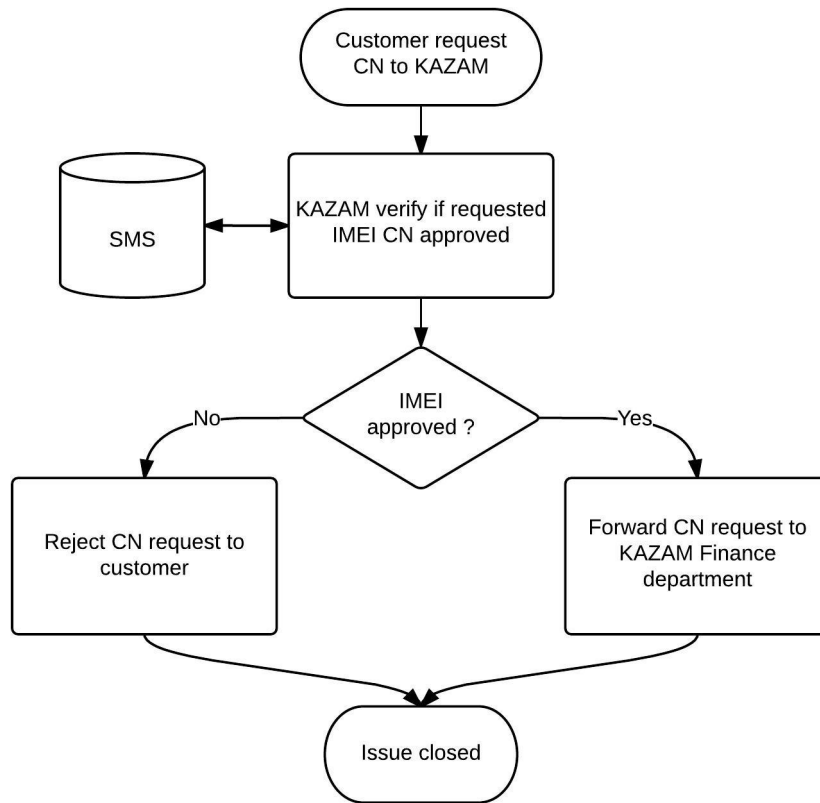
1. DOA return and validation process

- All DOA devices are returned to the ASC who will screen and accept or reject them
- Accepted DOA is exchanged/refund to the Distributor / Operator

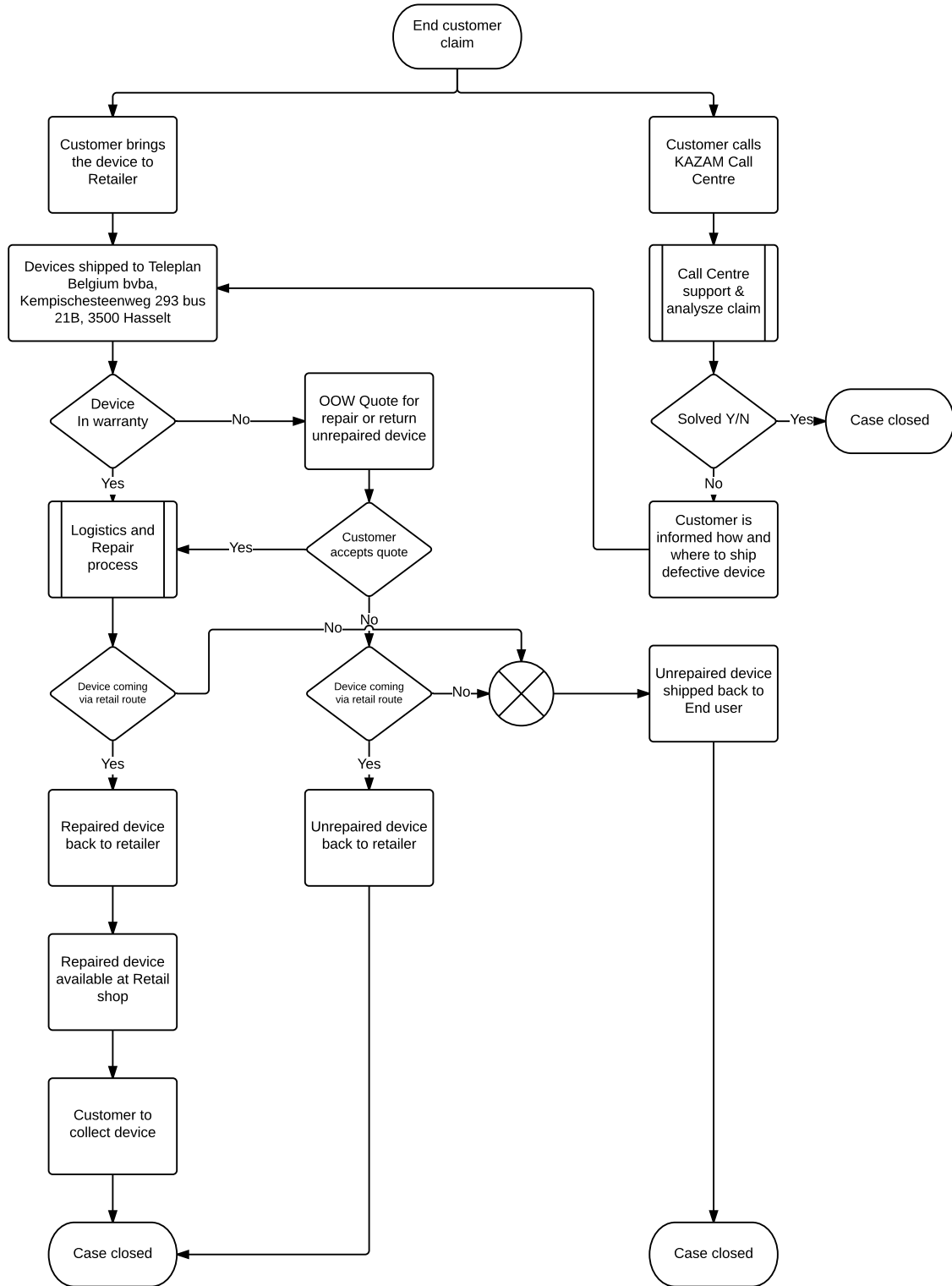
Process:



2. DOA credit note [CN] process



3. End customer repair process



4. Escalation details

- *KAZAM official infoline: +32 26 200 110*

Use it for direct contact with KAZAM to consult all kind of issues (not only related to aftersales support)

- *ASC website*

Use it to check current status of repair

Telerepair: [website](#)

5. DOA terms and conditions

- 1.1 For the purpose of this Agreement, a Product shall be deemed Dead on Arrival (“**DoA**”) if it has an inherent manufacturing defect when the end user attempts to use it for the first time and if it satisfies the criteria set out in Clause 1.2.
- 1.2 A Product shall be deemed DoA, and Kazam shall accept a Product as DoA, only provided that:
 - 1.2.1 The Product is complete with all the accessories and in the original packaging;
 - 1.2.2 The Product has not been subject to mechanical damage or water ingress, and does not have any signs of misuse or abuse;
 - 1.2.3 The Product has an inherent manufacturing defect which can be shown to be intrinsic and apparent through relatively simple testing;
 - 1.2.4 The Product has the following paperwork accompanying it;
 - 1.2.4.1 Paperwork clearly detailing the fault; and
 - 1.2.4.2 A copy of the end user’s original receipt clearly showing the date of purchase;
 - 1.2.5 The Product has or has developed an inherent manufacturing defect within twenty eight (28) days of the date of purchase by the end user; and
 - 1.2.6 The Product does not contain any media or content which in Kazam’s opinion is inappropriate or of a pornographic nature.
- 1.3 Customer shall return all DoA Products within seven (7) days of the date that the Product is returned to the Customer by an end user, to (at Kazam’s sole option) Kazam’s authorized service centre.
- 1.4 The cost of returning a DoA Product to Kazam shall be borne by the Customer.
- 1.5 It shall be the Customer’s responsibility to test Products and ensure that only Products which meet the criteria set out under Clause 1.2 are returned to Kazam. Kazam reserves the right to reject Products that do not meet the criteria set out under Clause 1.2.
- 1.6 Products received by Kazam which do not meet the criteria set out under Clause 1.2 shall be returned and incur a handling cost of Fifteen (15) Euros per handset.
- 1.7 Kazam shall exchange DoA Products (including batteries) for new, unused and fully functional replacements of the same Product model which meet the criteria set out under Clause 1.2 within thirty (30) days of receipt of any such DoA Products by Kazam’s authorized service centre. In the event an exchange is not possible as determined by Kazam for the time being, Kazam shall repurchase DoA Products which meet the criteria set out under Clause 1.2 within thirty (30) days of receipt of (a) any such DoA Products by Kazam’s authorized service centre, and (b) an invoice from Customer for the relevant DoA Products. The amount payable by Kazam to repurchase any DoA Products per unit shall be the net amount per unit set out in the latest invoice agreed between the Parties in relation to such Product.

6. Warranty terms and conditions

For the purpose of this warranty references to "Supplier" means Kazam Mobile Limited who is the supplier of the warranty; references to "Mobile Phone" mean the mobile telephone which this Warranty accompanies, the details of which appear at the end of this document; references to "You" and "Your" means you the purchaser of the mobile Phone. For further information on how to claim warranty, please contact your Distributor.

1. THE TERMS OF THIS WARRANTY DO NOT AFFECT YOUR STATUTORY RIGHTS UNDER ANY APPLICABLE NATIONAL LAWS.

2. Your Mobile Phone is warranted to be free from defects in material and workmanship arising under normal use and service, for 24 months (or 6 months for batteries) from the original date of receipt of Your Mobile Phone when brand new.

3. Supplier's obligation under this warranty shall be to repair or replace the Mobile Phone or any components free of charge, in the event of any failure or defect covered by the warranty arising during the warranty period, unless repair or replacement is impossible or disproportionate in relation to its cost.

4. Supplier may use newly manufactured or a refurbished service part at its option to repair Your Mobile Phone.

5. This warranty is valid in the European Union in countries where your Mobile Phone is sold in relation to the Mobile Phone for which your warranty has been registered. It is the Mobile Phone that is warranted rather than the owner.

6. Supplier, its authorised resellers ("Authorised Resellers") and authorised service centres ("Authorised Service Centres") reserve the right to request proof of purchase (e.g. a paid and dated invoice) showing dealers name, model and serial number before providing any warranty confirmation.

7. Any Mobile Phone or component repaired or replaced under the warranty shall be subject to the balance of the original warranty period applying to the Mobile Phone or component. As regards the fault(s) which gave rise to the repair, the warranty period shall be extended for three months from the date of delivery of the repaired item as regards that fault or faults, if greater than the remaining original warranty period. All Mobile Phones and components replaced under warranty shall become Supplier's property.

8. The warranty is not applicable in cases other than defects in material, design and workmanship. This warranty does not cover the following:

- A. accidental damage, improper use, or any modification, adaptation or neglect caused by You including but not limited to failure to use this product for its usual purposes or failure to follow Supplier's instructions for usage and maintenance or
- B. wear and tear or
- C. periodic maintenance or check-ups or
- D. upgrading of software as a result of changes in network parameters or
- E. failure of the product due to incorrect installation or use not consistent with current technical or safety standards, or failure to follow product manual instructions or
- F. acts of God or any cause beyond the Supplier's control caused by but not limited to water, fire, smoke, lightning, public disturbances and lack of ventilation or
- G. unauthorised modifications carried out on Your Mobile Phone to comply with localised technical standards in countries which Your Mobile Phone was not originally designed or
- H. damage to the battery of Your Mobile Phone caused by overcharging or failure to use the battery in accordance with the care instructions outlined in the product manual or
- I. damage to Your Mobile Phone caused by charging Your Mobile Phone battery by any means other than a battery charger approved by Supplier or
- J. any sealing of the battery housing or battery cells are broken or have been tampered with or
- K. exposure to moisture, dampness or extreme temperatures or environmental conditions or rapid changes in these conditions or
- L. food or liquid spillage. This also applies to the hardware casing. Should you claim a repair that is not covered under the warranty terms, any of Supplier, Authorised Reseller or the Authorised Service Centre may charge you the costs of the repair.

9. You must make sure you have a full back up of your data on external media or synchronised personal computer at Your disposal before You send back Your Mobile Phone to Supplier for warranty issue. It is Your responsibility to obtain the express consent of any individuals whose data is stored on Your Mobile Phone to the transfer of that data to the Supplier or to delete that data prior to handing over Your Mobile Phone for repair or

replacement. Supplier shall not be held responsible for ensuring that the SIM card is removed from Your Mobile Phone and for saving any stored data on the SIM card.

10. This warranty shall be inapplicable if failure of the Mobile Phone or component has resulted from service, maintenance or repair (including opening of Your Mobile Phone) other than by Supplier, an Authorised Reseller or Authorised Service Centre, or if the Mobile Phone or component labels, serial/IMEI number, or product numbers have been removed, altered or obscured or otherwise made illegible.

11. Except to the extent implied by applicable law, Supplier makes no warranty or representation with respect to any pre-installed software, its quality, performance, merchantability, or fitness for a particular purpose. Nor does Supplier warrant that the functions contained in the software will meet your specific requirements or that the operation of the software will be uninterrupted or error free. As a result, unless otherwise stated in writing, the software is sold "as is".

12. Except for the express warranty provided, Supplier, its Authorised Resellers or Authorised Service Centres do not issue any warranty or guarantee for your Mobile Phone.

13. Supplier expressly disclaims and excludes all conditions, warranties and other terms with regard to the Mobile Phone, including, but not limited to, in every case whether express or implied by statute, common law, custom, collaterally or otherwise, to the fullest extent permitted by applicable law. In particular, but without limit to the generality of the foregoing exclusion, any conditions, warranties and other terms as to ownership of any software, as to price and / or non-infringement of third party rights are excluded whether in contract or tort. Any implied warranties that may be imposed by applicable law are limited in duration, subject to such applicable law, to the term of the express limited warranty given by Supplier.

14. Also, Supplier does not warrant that operation of the Mobile Phone linked to a PC will be uninterrupted or error free. You must read and follow all set-up and usage instructions in the Mobile Phone instruction and user's manuals, as provided. If you fail to do so, the Mobile Phone may not function properly and you may lose data or suffer other damage.

15. To the maximum extent permitted by applicable law, and except as provided herein in no event shall Supplier, Authorised Resellers, Authorised Service Centres or the manufacturer be liable for damage to, or loss or corruption of, records, programs, data or removable storage media including the cost of recovering such programs or data (including damages for loss of business profits, loss of revenue, loss of data, loss of software, the cost of software reconfiguration, loss of savings or anticipated savings or other special, incidental, exemplary or consequential damages) whether for breach of warranty, contract, strict liability, tort or otherwise arising out of or resulting from the use of or inability to use the Mobile Phone and/or the enclosed materials (including any software and all written materials such as the safety instruction and user's manuals), even if Supplier, Authorised Resellers, Authorised Service Centres or manufacturer, have been advised of the possibility of such damages or of any claim by any third party.

16. In any event, and to the fullest extent permitted by applicable law, any liability of Supplier's Authorised Resellers, Authorised Service Centres or manufacturer which is not excluded shall be limited to the purchase price of the Mobile Phone.

17. Nothing in this warranty attempts to exclude or reduce the Supplier's liability for personal injury or death caused by or arising from its negligence or from fraudulent misrepresentation and as otherwise required by applicable law.

18. In the unlikely event of experiencing any anomalies with your Mobile Phone, please visit our website for further guidance.

7. ASC address

Teleplan Belgium bvba
Kempischesteeweg 293 bus 21B
3500 Hasselt