

SMARTCARE WARRANTY TERMS AND CONDITIONS

Effective since 13 August 2024

The “SMARTCARE” Supplementary Warranty means the warranty service provided by UAB “AVAD Baltic” (company registration number 301060619, address: Kaunas, Raudondvario pl. 131B) after the expiry of the manufacturer’s standard warranty in accordance with these “SMARTCARE” Supplementary Warranty Terms and Conditions.

1. CONCEPTS AND DEFINITIONS

- 1.1. **Terms and Conditions** means the terms and conditions for the provision of the “SMARTCARE” Supplementary Warranty;
- 1.2. **SMARTCARE Warranty** means the warranty service provided by UAB “AVAD Baltic” (company registration number 301060619, address: Kaunas, Raudondvario pl. 131B) under these Terms and Conditions and the terms and conditions of the manufacturer’s standard warranty after the expiry of the manufacturer’s standard warranty. This is not a supplementary insurance of the devices;
- 1.3. **Company** means UAB “AVAD Baltic” (company registration number 301060619, address: Kaunas, Raudondvario pl. 131B);
- 1.4. **Certificate** means the document certifying the acquisition of the SMARTCARE Warranty and its validity term;
- 1.5. **Device** means Apple-branded products acquired exclusively from authorized distributors in the Baltic States;
- 1.6. **Standard Warranty** means the manufacturer’s warranty applied to Apple-branded devices;
- 1.7. **Protection against the battery wear** means the additional benefit of the SMARTCARE Warranty that ensures the warranty service of the battery of the device even in case of significant battery wear. Protection of the battery is provided where the battery wear exceeds 80 %. Only applicable to iPhone and MacBook devices.

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2. VALIDITY TERM AND TERRITORY OF THE SMARTCARE WARRANTY

- 2.1. The period of validity of the SMARTCARE Warranty starts after the expiry of the Standard Warranty of the Device, i.e. after the expiry of the 24-months’ Standard Warranty for natural persons and after the expiry of the 12-months’ Standard Warranty for legal persons.
- 2.2. The SMARTCARE Warranty may be acquired for a term of 1, 2 or 3 years.
- 2.3. The SMARTCARE Warranty is valid in Lithuania, Latvia and Estonia.

3. WARRANTY OBLIGATIONS

- 3.1. The SMARTCARE Warranty covers all failures provided for in the Standard Warranty and is granted in the cases and in accordance with the procedure laid down in the Standard Warranty (<https://www.apple.com/legal/warranty/products/emea-vad-universal-warranty/lithuanian.html>), with the exceptions set out in these Terms and Conditions.

IMPORTANT: *This is not an additional insurance of devices when protection is applied against failures or defects not covered by the warranty terms and conditions, but named in the insurance terms and conditions.*

- 3.2. The SMARTCARE Warranty provides additional protection against the Device battery wear.
 - 3.2.1. The SMARTCARE protection against the battery wear is granted for a term of 1, 2 or 3 years after the expiry of the Standard Warranty.
 - 3.2.2. The total duration of the Standard Warranty and the SMARTCARE protection against the battery wear may not exceed 3 years.
- 3.3. The SMARTCARE Warranty services are provided by Apple authorized service centers the contact details whereof are available at www.smartcare.it.
- 3.4. During the period of validity of the SMARTCARE Warranty, the replaced part of the Device shall have the same SMARTCARE Warranty term as is applied to the entire Device – SMARTCARE Warranty term shall not be extended.
- 3.5. If it is economically feasible or for any other reasons impossible to repair the failure of the Device during the SMARTCARE Warranty term and such Device is replaced with a new device of the same or analogous type, the SMARTCARE Warranty for such Device shall be deemed to have expired, i.e. the SMARTCARE Warranty shall not pass to the newly replaced Device and it shall be covered by the Standard Warranty.
- 3.6. Devices submitted for repair during the SMARTCARE Warranty term and replaced with new Devices, as well as the Device components replaced during the SMARTCARE Warranty terms shall not be returned together with the Device that has been repaired or replaced with the new one.
- 3.7. The Company shall decide on the possibility and expediency of repairing the defective Device.
- 3.8. During the SMARTCARE Warranty term, the warranty servicing is provided for an unlimited number of times, but the total amount of services provided during the SMARTCARE Warranty term may not exceed the purchase price of the Device plus VAT. In the event that the amount of services provided during the SMARTCARE Warranty term exceeds the purchase price of the product, the holder of the SMARTCARE Warranty shall compensate the excess amount.
- 3.9. The SMARTCARE Warranty shall apply to the Device named in the Certificate, irrespective of who owns the Device or who is the buyer of the Certificate.

4. EXCEPTIONS TO THE SMARTCARE WARRANTY

- 4.1. The SMARTCARE Warranty shall not apply to the following:
 - 4.1.1. failures that occur during the validity term of the Standard Warranty applicable to the Device.
 - 4.1.2. failures caused by external factors which do not qualify as warranty events under the Standard Warranty Rules.
 - 4.1.3. Reimbursement of the amount paid for the Device.
- 4.2. The SMARTCARE Warranty shall not reimburse:
 - 4.2.1. expenses related to the periodic maintenance and repair of the Device.
 - 4.2.2. costs of transportation and delivery of the product to authorized service centers.

- 4.2.3. labour costs, material costs, new programme licenses and other losses incurred by the holder of the Certificate and third parties in connection with the loss of information in the Device (Device media), if the holder of the Certificate has not taken reasonable steps to save such information (data) or to make a backup copy.

5. TERMS AND CONDITIONS OF ACQUISITION AND USE OF THE SMARTCARE WARRANTY

- 5.1. The SMARTCARE Warranty shall be provided to the Device after the purchase of the SMARTCARE Warranty Certificate.
- 5.2. The Certificate may be obtained by contacting the distributor of Devices or the Apple authorized service center in the Baltic States the contact details whereof are available at www.smartcare.lt.
- 5.3. The Certificate may be acquired during the entire duration of the Standard Warranty term applicable to the Device, but no later than 30 days before the expiry of the said term.
- 5.4. Information on the validity term of the Certificate and any related terms and conditions is available at any time at <https://certificate.smartcare.lt/certificates> by entering the serial number of the Device or the Certificate, and by indicating the e-mail address used during the purchase of the Certificate.
- 5.5. In order to benefit from the SMARTCARE Warranty, the holder of the Certificate may apply to any Apple authorized service center in all three Baltic States.
- 5.6. In order to benefit from the SMARTCARE Warranty, the Device submitted to the authorized service center must be accompanied by the SMARTCARE Warranty Certificate (electronic copy is sufficient), otherwise the protection provided by the SMARTCARE Warranty may not be applied.
- 5.7. When transferring the Device for warranty service, the holder of the Certificate must:
- 5.1. make sure that all data, databases and software contained in the Device have been copied, i.e. a backup copy of the data contained in the Device has been made.
- 5.2. make sure that no accessories are transferred together with the Device, including but not limited to a sim card, memory card, screen and/or Device protection (glass, case, etc.), unless otherwise instructed by the authorized service center.
- 5.8. The Company and the authorized service center providing warranty service are in no case responsible for any damage or destruction of the data in the Device and/or of the accessories of the Device.
- 5.9. If the fact of the failure of the Device is not confirmed or in the event of detection of a failure that is not covered by the SMARTCARE Warranty, the holder of the Certificate shall reimburse the costs incurred by the authorized service center in connection with the inspection and/or repair of the Device.

6. EXPIRY OF THE CERTIFICATE

- 5.10. The SMARTCARE Warranty shall be valid for the period of time specified in the Certificate.
- 5.11. The buyer shall have the right to waive the purchased Certificate within 30 calendar days from the date of purchase of the Certificate. In order to waive the Certificate, the holder of the Certificate

must contact directly the distributor of the Devices that has sold the Certificate or the authorized service center that has sold the Certificate, or fill in an online application at www.smartcare.lt

- 5.12. The Company may revoke the Certificate by giving 30 days' written notice to the holder of the Certificate if the spare parts of the Device covered by the SMARTCARE Warranty are no longer manufactured. The Company shall notify about the revocation of the Certificate by the e-mail address of the holder of the Certificate known to the Company. The holder of the Certificate shall be responsible for providing the Company with the relevant e-mail address used by the holder of the Certificate and the Company should be notified about the e-mail address of the new holder of the Certificate in the event of the holder of the Certificate has changed. If the Company is not informed of the change in the e-mail address of the holder of the Certificate, the sending of the notification by the e-mail address of the holder of the Certificate known to the Company shall be deemed appropriate.
- 5.13. In the event of waiver of the Certificate by the purchaser in accordance with clause 5.11 of these Terms and Conditions, within 14 calendar days of the date of the request, the distributor of the Device that has sold the Certificate or the authorized service center that has sold the Certificate shall repay to the holder of the Certificate the price of the Certificate paid by the holder of the Certificate holder.
- 5.14. In the event of revocation of the Certificate by the Company in accordance with clause 5.12 of these Terms and Conditions, within 14 calendar days of the date of expiry of the Certificate, the distributor of the Device that has sold the Certificate or the authorized service center that has sold the Certificate shall repay to the holder of the Certificate the part of the price of the Certificate calculated in proportion to the unused period of time.

6. PROCESSING OF PERSONAL DATA

- 6.1. The Data Controller of the personal data of the holder of the Certificate or their representative in charge of determining the purposes and means of the processing of personal data is UAB "AVAD Baltic", company registration number 301060619, address: Kaunas, Raudondvario pl. 131B.
- 6.2. Personal data of the holder of the Certificate or their representative, i.e. the e-mail address, the purchased certificate number, the serial number of the Device for which the Certificate has been purchased, the date of purchase and the expiry date of the Certificate shall be processed on the basis of the agreement concluded with the holder of the Certificate for the purposes of selling the Certificate and provision of the SMARTCARE Warranty.
- 6.3. The Company shall obtain the data of the holder of the Certificate or their representative from the person who has acquired the Certificate or the vendors of the Devices selling the Certificate. The vendors of the Devices selling the Certificate must ensure that the data of the holder of the Certificate or their representative are transferred to the Company in full compliance with the requirements of the applicable personal data protection legal acts (including, but not limited to the General Personal Data Protection Regulation).
- 6.4. The personal data referred to in clause 6.2. of the Terms and Conditions are necessary for the Company to the purposes of selling and transferring the Certificate to the holder of the Certificate or their representative, allowing the possibility to verify of the validity term of the Certificate at any time and the terms and conditions of the SMARTCARE Warranty.
- 6.5. The personal data referred to in clause 6.2. shall be processed for a period of 5 years from the date of expiry of the Certificate.

6.6. The rights of the holder of the Certificate, their representative as the data subject:

6.6.1. you have the right to access your personal data subject to processing and to have your data corrected;

6.6.2. you have the right to have your personal data deleted and to restrict the processing of your personal data if there are grounds for doing so.

6.6.3. in cases provided for by law, you have the right to data portability.

6.7. The holder of the Certificate or their representative may exercise their rights by submitting a written request or an e-signed request to the Data Controller at the address indicated in clause 6.1 of the Terms and Conditions by e-mail: help@smartcare.lt.

6.8. If you consider that your rights have been violated, you may lodge a complaint with the supervisory authority (in Lithuania - State Data Protection Inspectorate).

7. FINAL PROVISIONS

7.1. The Terms and Conditions are published and can be accessed at any time on the website at www.smartcare.lt. The holder of the Certificate can find the relevant version of the Terms and Conditions at <https://certificate.smartcare.lt/certificates>.

7.2. In no case shall the Company be held responsible for the operation, services or quality of the services of authorized service centers and for the information published. The Company does not supervise the activities of such entities, and does not control or represent such entities.

7.3. In the event of any change in the e-mail address indicated in the Certificate and/or any transfer of the Device and the Certificate to any third parties, the holder of the Certificate must immediately inform the Company of the change of the e-mail address. Non-compliance with this obligation shall deprive the holder of the Certificate of the possibility to check the validity term of the Certificate at www.smartcare.lt, to download the Certificate again and to have access to the relevant information.

7.4. Any disputes arising from these Terms and Conditions or relating to the implementation of the SMARTCARE Warranty shall be settled by negotiation and in the event of failure to reach any agreement, they shall be resolved in the courts of the Republic of Lithuania in accordance with the legislation in force in the Republic of Lithuania.
