

I. Product information for the BYTECLUB 36 months warranty products

This product information provides an overview of the content of the BYTECLUB warranty extensions. The complete service contract consists of this product information together with the attached General Terms and Conditions (T&C).

1. Type of the service contract

The BYTECLUB GmbH provides the services in accordance with the agreed protection product through its service provider in the service case for the devices involved during the contract period. The incidents described in §§ 2 and 4 of the General Terms and Conditions (T&C), except for the events specified in § 3 of the General Terms and Conditions are service cases.

2. Begin and end of the service contract, seller, service provider (see § 4 T&C)

The service contract begins after the delivery of the device and ends after 36 months.

The seller of the service contract is **BYTECLUB GmbH**, Kollaustraße 64-66, 22529 Hamburg, www.byteclub.rocks.

The service provider is the **Smart Support GmbH**, Friesenweg 5x, 22763 Hamburg, www.smartsupport.de. The service provider fulfils the obligations of the BYTECLUB GmbH from the service contract.

II. General Terms and Conditions for the BYTECLUB warranty, device/ mobile (premium) protection (T&C)

The product information (under Point 1 above) together with the following terms and conditions comprise the complete terms and conditions for the BYTECLUB warranty products (service contract).

§ 1 Covered by the service contract

Covered by this service contract is the electronic device purchased with a BYTECLUB warranty product, including original accessories. Removable data storage, all types of software and data, operating supplies and consumable materials are not covered.

§ 2 Service cases

Service cases are exclusively device defects due to design, material or manufacturing defects after the expiry of the warranty and guarantee of the manufacturer and seller.

§ 3 No service cases

The service provider does not provide any service (repair) or replacement for device faults, loss or damage, regardless of contributory causes:

- a) by usage contrary to the manufacturer's instructions;
- b) for which a third party, such as the manufacturer, dealer, another insurer or a repair company, is responsible or liable;
- c) due to wear and tear or aging;
- d) due to serial defects;
- e) which are considered cosmetic damage, e.g. Scratches, dents, color changes, etc.;
- f) consequential damage and downtime;
- g) through all types of software and data

§ 4 Scope of services

In the event of service, the service provider can choose whether to restore the operational state or replace the device covered by the service contract, including the original accessories, depending on the type of the protection product purchased.

The service is carried out by the service provider. A cash redemption is not possible.

4.1 Restoration

All the work and transport necessary to restore the system to an operational state is carried out. Spare parts, service parts and maintenance materials are provided.

Only the direct device fault will be repaired. No liability is accepted for financial loss, loss of profit, liability damage, non-material damage and indirect damage (consequential damage).

4.2 Exchange

If the device cannot be economically restored, it will be replaced by a technically almost equivalent device (e.g. the same model).

Payment in cash is not possible. The value of the old device is the specified device price minus 10% of the device price per expired year. The upper limit of the replacement device price is the value of the old device.

If the service beneficiary receives a replacement device in the course of this contract, the defective device including accessories becomes the property of the service provider.

§ 5 Completion of the service contract, begin, duration and end of the service contract

The service contract begins after delivery of the device and ends after 36 months or after settlement of a total loss case.

Contract language and the language of communication is German/English.

§ 6 Duties before and in case of service

The service beneficiary must store and use the device covered by the service contract properly, carefully and safely and in accordance with the manufacturer's instructions.

When a service case occurs the service owner must

- a) notify the service provider at <https://dedicom.smartsupport.de> by phone or e-mail of the service case immediately, at the latest seven days after becoming aware of it and before each repair;
- b) provide the service provider with any information in written form or by e-mail, which is necessary to determine the service case or the extent of the service to be provided, as well as
- c) allow any investigation of the cause and amount of the service case;
- d) provide any supporting documents requested by the service provider;

If the service beneficiary violates a duty according to § 6, the service provider / BYTECLUB is not obligated to provide any or a reduced service. The service provider / BYTECLUB is not required to perform any services if the service beneficiary provides him with fraudulent information about the facts that are important to determine the reasons for or the amount of the necessary service, is deceptive or attempts to be deceptive about these facts, or intentionally causes the service case. The claims of the service beneficiary under the service contract expire after 6 months from the occurrence of the service case.

§ 7 Applicable law, regulating authorities and complaints

German law is applicable to the service contract including its valid construction, prior effects and aftermath. Complaints can be addressed to the service provider.

Important Addresses:

Homepage & Service registration: <https://dedicom.smartsupport.de>

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