

General terms and conditions Smartbar (version 27-11-2019)

These Terms and Conditions apply to the Smartbar assistance provided by MediaMarkt. The Smartbar General Terms and Conditions are in addition to the MediaMarkt General Terms and Conditions of Sale and are summarized as the "Terms and Conditions." In case of contradictions, the Smartbar General Terms and Conditions take precedence. The Terms and Conditions are available at all the MediaMarkt's stores and the Terms and Condition can also be provided upon any request.. The Terms and Conditions can always be found on the website: www.mediamarkt.nl.

Definitions

Below you will find the definition of the terms used often in these general terms and conditions.

- a. **MediaMarkt**
PowerService Nederland B.V. is the provider of the Smartbar services. You can visit all MediaMarkt stores in the Netherlands for the Smartbar services.
- b. **Device**
An (electronic) device that is not used for business or professional purposes and for which you want to purchase and/or take a Smartbar service.
- c. **Smartbar**
The location in a store of your choice where the Smartbar services will be carried out for you.
- d. **Smartbar services**
Help with installation, settings and technical problems related to a Device.
- e. **Smartbar Agreement**
The agreement entered into between you and MediaMarkt for the Smartbar services. This also includes any amendments or additions to this agreement. To be clear, this does not include the Always On Support Service.
- f. **'Ready while you wait' guarantee**
Smartbar repair will be carried out within a time frame that is reasonable to wait for at the Smartbar.

1. Implementation of a Smartbar service

To carry out the Smartbar services, the Device must meet the following requirements:

- o The hardware of the Device has not been modified;
- o The Device contains a legal operating system and does not run illegal software programs.
- o Has a recent operating system and contains no virus.

It is your responsibility to back up all your data that is on the device before the Smartbar service will be carried out.

2. Delivery and additional services

MediaMarkt will provide you with an indication of the expected repair time after you have handed in your device. Due to unforeseen circumstances, the indication given by MediaMarkt may differ. In that case, MediaMarkt will inform you about it as soon as possible.

MediaMarkt offers you a 'ready while you wait' guarantee during the Smartbar service. The 'ready while you wait' guarantee depends on the damage and the type of the repaired Device. The repair of a smartphone/tablet/screen and/or component will take approx. one and a half hour.

The 'ready while you wait'-guarantee does not apply to repairs of notebooks.

The 'ready while you wait'- guarantee is also not applicable in case the Device or a component of the Device cannot be repaired in the store. If you give your prior approval, MediaMarkt can also send the Device to a certified repair center. You will receive a price quote before the repair of the Device. In that case you have two options:

1. If you approve the price quote, the repair will be processed;
2. If you do not approve the price quote, you can pick up the unrepaired Device in the store.

It may occur that during the performance of the Smartbar service other or additional actions are needed. In case you have not given your approval yet for the other and/or additional actions and the associated costs, MediaMarkt will contact you first. Only if you give your prior approval, we will carry out the other or additional actions.

During the Smartbar repair period you can use a replacement Device of MediaMarkt, provided one is available in the store.

3. Quality

MediaMarkt uses original or qualitative comparable components (triple A parts) for the repair of the Device with the Smartbar service.

Installation of a screen protector on a Device with frame damage or major damage are always at your own risk. Damage to the frame can affect the Device that is only visible after the screen is disassembled. In addition, damage to the frame can lead to unwanted pressure points on the new screen resulting in an increased risk of new cracks and malfunctioning touch controls.

In case you return the Device, it will be tested by a MediaMarkt employee. The MediaMarkt employee will review whether the device can be repaired at the Smartbar or if it needs to be sent to an authorized service center. If performing this test not possible, MediaMarkt may refuse to perform the Smartbar repair.

The Smartbar is not an authorized service center.

4. Guarantee

MediaMarket grants:

- o A two-week adhesive guarantee on glass protection from PanzerGlass;
- o A two-week adhesive guarantee on film protection from Clearplex;
- o A three months guarantee on repair screen budget;
- o A six-month guarantee on repair screen basis;

- o A twelve months guarantee on repair screen premium;
- o A twelve-month guarantee on other Smartbar repairs performed by MediaMarkt.

The guarantee period commences when you regain possession of the Device after the performance of the Smartbar service has been completed.

MediaMarkt does not provide any guarantee on:

- o cleaning and/or maintenance services;
- o repairs made to Devices with lightning damage, water damage, moisture damage or frame damage, unless stated otherwise on the repair receipt;
- o waterproofing after performing a repair;
- o scratches and other external damages.

The manufacturer's guarantee of:

- o Apple will void if an imitation part was used during Smartbar repair;
- o Samsung and Huawei will be acquired by MediaMarkt.
- o A notebook part will expire if that part is replaced at the Smartbar repair.

If the issues for which the Device was sent for repair reappear within twelve months after receiving the repaired Device AND the cause of the issue(s) is the same, you will only pay for the parts that were not replaced during the previous repair. It is not possible to regain the components of the Device that were replaced during the repair.

MediaMarkt is not liable for:

- o any data loss during or after the performance of the Smartbar services;
- o hardware and/or software problems;
- o loss and theft of the Device or its accessories or associated items ;
- o damage to the Device, caused from the moment you hand in the Device until the moment you pick up the Device again. The aforementioned does not apply if the damage was caused by intent or gross negligence of a MediaMarkt employee.

5. Other conditions

If login data from the Device is necessary to perform the Smartbar service, you must hand it over. This data will always be treated confidentially and will be destroyed after performing the Smartbar service.

If research shows that the Device contains a virus and/or malware, it must first be removed. You will receive a price quote for performing this service. You have two options:

1. If you approve the price quote, the virus and/or malware will be removed;
2. If you do not agree with the fee quote, you can pick up the unrepaired Device at the store.

If the Smartbar service includes the installation of software, you give MediaMarkt permission to agree on your behalf to the least intrusive version of the applicable terms and conditions of the software.