

Rules for the RADAR.Screen Service

Section 1. Terms

- 1.1. **Subscriber** - an individual receiving mobile services from the Operator.
- 1.2. **Contractor** - RADARME LLC;
- 1.4. **Insurer** is assigned by the Provider;
- 1.5. **Client** - Operator's subscriber, user of the RADAR.Screen Service;
- 1.6. **Technical Support Line** - Technical Hotline is a customer call center that provides complete information about the RADAR.Screen Service. The technical support line is open Mon-Fri 09:00-19:00, telephone number 0 800 508 112, +380 44 528 81 12 (according to the tariffs of your operator);
- 1.7. **Working Day** - daily except Saturdays, Sundays, public holidays and non-working days;
- 1.8. **Manufacturer's Warranty** - the original, written warranty from the manufacturer, importer or distributor provided to the Client for the device purchased;
- 1.9. **IMEI / SN number** - (international mobile equipment identifier/serial number) - device identification number;
- 1.10. **Repair** - damage repair to the display module of the device, under the conditions specified in these Rules;
- 1.11. **Service Center for Mobile Device Repair (hereinafter referred to as the "SC")** – an authorized mobile device repair center KROK-TTC LLC, address: 02218, Ukraine, Kyiv, Raiduzhna Str. 25-B Working hours: Mon-Fri 09:00-20:00, Sat 10:00-18:00, Sunday- closed (work schedule can be changed);
- 1.12. **SC Warranty** - a guarantee for work completed on repair of the Client's mobile device;
- 1.13. **Rules** - these rules;
- 1.14. **Servicing or Service** - a single-time service provided to the Client or the User of the device, including the Damage repair (i.e. repair or replacement of the Display module) within the tariff plan limit, smartphone diagnostics using a diagnostic application, technical support advice;
- 1.15. **Agreement** - an agreement on the rules for the provision of the RADAR.Screen Service. This Agreement is a public contract within the meaning of Art. 633 of the Civil Code of Ukraine and is valid within the framework of the RADAR.Screen Service. The text of the Agreement is available on the website screen.theradar.com.ua;
- 1.16. **Device** means a mobile phone, Client's smartphone;
- 1.17. **Damage** is a mechanical damage to the Display Unit of the Device covered by a service consisting of breakage or cracking requiring repair in order to restore the proper functioning of the device;
- 1.18. **Display module** - a part of the device used to display information and images (letters, numbers or graphics) that can be integrated with the touch screen;
- 1.19 **Diagnostic App or Application** is a free mobile smartphone application that is used to diagnose the User's display module. The application is available for download in the following App stores: App Store or Google Play. The smartphone running the application must meet the following specifications for the operating system:
Android version 4.4.2, IOS version 9.

Section 2. The scope of service

- 2.1. **RADAR.Screen** Service is available for all Subscribers;
- 2.2. The scope of the **RADAR.Screen** Service includes: diagnostics of the Device with the App, diagnostics and repair of the Device damage (repair or replacement of the display module or display unit) in the SC;
- 2.3. In case of replacement of the Device screen at the service center different from the SC under the Manufacturer's Warranty, which resulted in the replacement of the Device IMEI/SN, the Client is obliged to contact the Technical Support Line immediately at 0 800 508 112, +380 44 528 81 12 and notify such event, by submitting an appropriate certificate of work completion that will record the old and new IMEI/SN of the Device.
- 2.4 If the Client or the Device User fails to fulfill the obligations set out in paragraph 2.3. above, this will make impossible to perform the repair.

Section 3. Cases not covered by this service

The following cases are not covered by the service:

3.1. Malfunction of the device resulting from changes, upgrades or modification of the IMEI/SN number, except in the case of modification of the IMEI/SN number resulting from the replacement under the Manufacturer's Warranty or as a result of repair or replacement performed as a Servicing;

3.2.1 If the Device malfunction was caused by a repair by a person or company not authorized by the Contractor for such a Repair. The conclusion regarding the repair shall be approved on the basis of diagnostics at the SC;

3.2.2 If the result of the diagnostics will state that the damaged screen of the device is not original;

3.3. Damage for which the manufacturer or supplier of the Device is liable under the warranty under this Device;

3.4. If the malfunction occurred as a result of:

- unlawful acts of third parties, intended directly or indirectly to damage the Device;
- deliberate actions of the Client aimed at the occurrence of loss;
- autoignition that has occurred due to the natural properties of the Device;
- treating the Device with thermal/chemical effects to change its properties or for other purposes according to the production process;
- nuclear explosion, radiation or radioactive contamination;

3.5. The Contractor is not responsible for the storage, availability and behavior of the data and applications on the device;

3.6. The Contractor shall not back up the Device data or programs. The Client shall agree that during repair, data or programs may be partially or completely removed or damaged. Thus, the Client must take care of the full backup of the device data before the Service;

3.7. The service does not cover the following faults:

- Natural wear of the Device Display Module;
- Aesthetic defects of the display module: dimples, scuffs, abrasion of paint and varnish coating, discoloration, dents and other possible damages that do not affect the functioning of the display module;
- Malfunctions resulting from material defects or structural defects of the Device;
- Malfunctions resulting from improper compliance with the Client's instructions for use of the Device recommended by the manufacturer;

3.8. The Contractor shall not compensate for the cost of repair if the malfunctions occurred in the following cases:

- during military, mobilization, anti-terrorism, combat operations, events or actions;
- during a state of emergency, special or martial law declared by the authorities in the country, a certain part hereof and/or in the territory of the Client's residence;
- during public uprisings, mass riots, mass rallies (rallies), armed conflicts of a non-international and international nature, revolution, rebellion, uprising, strike, putsch, war or any event caused by armed conflict (international and/or non-international), lockout, the act of terrorism or effects of the repercussions of the terrorist attack;
- at the same time as the circumstances provided for in the following Articles of the Criminal Code of Ukraine: Articles 113, 258, 279, 293-295, 341, 342, 356, 357;

3.9. The Contractor shall not reimburse the Client for the expenses incurred by him as a result of actions contrary to these Rules;

3.10. The final decision to perform the Repair shall be made by the Contractor, based on the conclusion of the SC employee after diagnostics.

Section 4. Client's / User's Responsibilities

4.1. The Client is obliged to follow the device manufacturer's instructions to maintain the Device in good technical condition and take all necessary measures to prevent possible damage to the Device;

4.2. In case of Damage to the Device, the Client is forbidden to take any action on its own to eliminate Damage to the Device;

4.3. In case of Damage, the Client is obliged to contact the Contractor within the terms stipulated by Section 5 of these Rules.

4.4. At the moment of the service activation, the Client hereby agrees to:

- mobile device insurance by the Contractor;
- transfer of personal data to the Insurer;
- to be the person in favor of which the insurance contract concluded between the Contractor and the Insurer;
- transfer of funds in case of damage of the mobile device to the SC, provided that it is repaired at this SC, or to receive funds within the limit to its own account when refusing to repair its mobile device at the SC.

Section 5. Client's Response in case of Display Unit Damage

5.1. In case of Damage, the Client is obliged to contact the Contractor within **3 (three)** calendar days from the moment of Damage occurrence, at 0 800 508 112, +380 44 528 81 12 and provide the following information:

- subscriber's number (MSISDN),
- Device IMEI,
- His/her Name and Surname,
- A copy of the passport of the citizen of Ukraine or a foreign passport of a foreign citizen
- A copy of the identification code,
- A photo of the damaged Device.

Photographs of documents and devices shall be provided in the Personal cabinet, which is accessed by the Contractor via e-mail to the registered address of the Client after the corresponding contact to the Technical Support Line.

5.2. The Customer Support telephone number can be found on the information site of the Service and/or in the SMS text messages sent to the Client as a result of successful activation of the Service.

Section 6. Repair

6.1. The Client shall send the Device to the SC for diagnostics in any convenient way, personally or through any delivery service (Nova Poshta, UkrPoshta, etc.) at his/her own expense. The redelivery of the Device from the Client's Service Center to the Client shall be made at the expense of the Service Center, with appropriate indication of the announced cost of sending to the tariff chosen by the Client.

6.2. The repair of the Display module shall be carried out by the SC within the period not exceeding 7 working days from the moment of receiving the Device by the SC.

6.3. The Contractor shall not be liable for non-compliance with the deadlines specified in clause 6.2 of this Section, if:

- the Client could not or did not want to provide all necessary information for the provision of the Service to the employee of the SC or the technical support operator;
- the Client or User of the device did not provide the employee of the SC with the access (passwords or any locks of the device);
- The Client or the Device Owner provided false information at the time of contacting the SC for the Repair;
- To provide the Repair, a person or organization that does not have any rights to use the Device shall apply;
- The Contractor does not have the necessary spare parts to provide the Repair or they cannot be delivered logistically or the spare parts are removed from the device manufacturer;
- In case of force majeure circumstances that make it impossible to provide repair and restoration services.

6.4. The Repair shall be made using original or compatible spare parts.

6.5. The SC shall provide a 6-month warranty for the completed work within the framework of rendering the Service, in compliance with the Client's rules for use of the Device specified in the user manual.

6.6. If the repair is not possible within the terms specified in paragraph 2 of this Section, the SC employee shall be obliged to inform the Client about the postponement of the terms, informing the Client immediately about the reasons for the postponement of the terms and informing the new terms for the Repair. The maximum Repair Period of the Device may not exceed 30 calendar days from the date of delivery of the Device to the SC to perform the Repair.

6.7. If the results of the diagnostics reveal a malfunction of the Device caused by damage other than the service, or, if the cost of repair exceeds the cost of buying a new Device, the SC employee shall contact the Client, inform him about all necessary details of the inspection, including the necessary amount of the additional payment for the repair of the device by the SC. The decision to continue such repair shall be taken by the Client independently.

6.8. If after the diagnostics by the SC it becomes clear that the Service cannot be provided to the Client for reasons beyond the control of the Client or for good reasons, the Insurer shall pay compensation to the Client within the tariff ordered by the subscriber or the amount of the cost of necessary repair or replacement of the Display Module of the Device with a certain based on the calculation of the SC (in cases where the amount of compensation exceeds the amount of repair), less and except the cost of the diagnostics itself, which amounts to 100 UAH (Tariffs are inclusive of all taxes) and except the logistic cost. The Insurer shall pay compensation to the Client by transferring the amount of compensation to the Client's settlement account.

6.9. The basis for making a decision on rendering the Device Repair service is the active service at the time of request.

Section 7. Service Restrictions

7.1. The payout amount of the Device Repair may not exceed the amount of compensation provided within the package ordered by the Client.

7.2. The amount to be repaired is necessary to provide the Service, but not exceeding the maximum amount of compensation. Therewith, the difference between the amount of Repair provided and the maximum amount of compensation shall not be returned to the Client and shall not proceed to the new 12-month period referred to in paragraph 1 of this Section.

7.3. The service can be connected to only one unique subscriber's MSISDN number and one unique IMEI device number. You cannot connect another IMEI device number to the subscriber's MSISDN number on which the Service has been already connected.

7.4. You cannot connect the IMEI number of the device that has already been connected to the Service to another MSISDN number of the subscriber who has not previously connected the Service.

Kyiv

Revision: 02/2020