

## I. Product information for the BYTECLUB 24 months warranty, device-/ mobile-protection (premium) product

This product information provides an overview of the content of the BYTECLUB warranty extensions and the BYTECLUB device/ mobile protection (premium) products. 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. Protection products

Possible protection products are:

- **Extended warranty**
- **The device/ mobile protection**
- **The device/ mobile protection premium**

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

The service contract begins after the delivery of the device and ends after 24 months.

The seller of the service contract is **BYTECLUB GmbH**, Kollastraße 64-66, 22529 Hamburg, [www.byteclub.rocks](http://www.byteclub.rocks).

In the case of device/ mobile protection (premium) products, the insurance company with which the insurance contract is concluded for the account of others is **Ostangler Brandgilde VVaG**, Flensburger Straße 5, 24376 Kappeln, [www.ostangler.de](http://www.ostangler.de), Handelsregister: Amtsgericht Flensburg HRG 158 KA, represented by the CEO Jens Uwe Rohwer. The main business activity of the insurance company is the distribution of property insurance.

The service provider is the **Smart Support GmbH**, Friesenweg 5x, 22763 Hamburg, [www.smartsupport.de](http://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-protection (premium) product (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, device/ mobile protection (premium) products (service contract).

### § 1 Covered by the service contract

Covered by this service contract is the electronic device purchased with a BYTECLUB warranty, device/ mobile protection (premium) 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 unforeseen und suddenly occurring device errors or device losses:

#### For the warranty extension:

- a) Construction, material or manufacturing defects after the expiry of the warranty and guarantee of the manufacturer and the seller

#### In addition, with the device/ mobile protection through:

- b) Inadequate strength of the device under loads normally occurring in daily life (e.g.: breakage)
- c) Moisture or condensation water due to a lack of impermeability of the device under loads normally occurring in daily life, under the manufacturer's statement on impermeability
- d) Internal short circuit, overvoltage and undervoltage due to insufficient device circuit protection
- e) Batteries (if they have lost more than 50% of their power)

- f) Fire, lightning, explosion and implosion
- g) Elemental damage (storm, hail, etc.)

#### In addition, with device/ mobile (premium) protection through:

- h) Theft or robbery (under due care)
  - Theft will not be replaced in this context if the device was unattended even for a short time, if it was in filed clothing, containers or if it was not worn on the body in crowds and establishments
- i) Burglary (the device must not be visible from the outside)

Property offenses (§ 2 h) und i)), fire, lightning, explosion, implosion and elemental damage are insured in form of an insurance contract for third-party accounts with the insurance company listed under point 3 of the product information.

Property offenses (theft, burglary and robbery) are only covered by the premium product. The warranty extension only covers construction, material or manufacturing defects.

### § 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 intent;
- b) Through gross negligence;
- c) By a third party (except for the agreed property offenses, § 2h and I above);
- d) By force majeure or by animals;
- e) By improper storage or
- f) By usage contrary to the manufacturer's instructions;
- g) For which a third party, such as the manufacturer, dealer, another insurer or a repair company is responsible or liable;
- h) Through wear and tear or aging;
- i) Due to serial defects;
- j) Which are considered cosmetic damage, e.g. scratches, dents, color changes. etc.;
- k) By leaving, forgetting and losing;
- l) Consequential damage and downtime;
- m) 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 has been withdrawn due to a property crime (only for device / mobile protection (premium) products) or 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 recipient 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 24 months or after settlement of a total loss.

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](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;
- e) in the case of property offences, report these to the responsible police station without any delay, at the latest within seven days, and to attach a copy of the police report to the notification of the service case
- f) upon request from the service provider, submit the individual call record of the provider and give consent to IMEI tracking by the service provider (only in the event of property offenses in the premium protection product).

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 or, if your complaint relates to a device / mobile protection (premium) product, to the supervisory authority: Bundesanstalt für  
Finanzdienstleistungsaufsicht, Graurheindorfer Straße 108, 53117 Bonn,  
Email: [poststelle@bafin.de](mailto:poststelle@bafin.de) Web: [www.bafin.de](http://www.bafin.de)

### **Important Addresses:**

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

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