

Terms and Conditions

C&C Care for Refurbished iPhone

INTRODUCTION

The general conditions set out on the following pages govern the activation and management of C&C Care, the additional service provided by C&C S.p.A. that is different from those provided under legal warranty.

The clauses that provide for burdens and obligations on the part of C&C S.p.A. and the customer, nullity, forfeitures, exclusions, suspensions, rights of recourse and limitations of the service, have been highlighted with special characters (bold).

DEFINITIONS

In the context of this “Terms and Conditions” document, the following terms shall have the meaning respectively indicated next to each of them and the definitions indicated in the plural shall also be understood as referring to the singular and vice versa:

COVERAGE YEAR:	The consecutive 12-month period that begins on the date of purchase; the date of purchase coincides with the date of activation of the service, which will occur with the first sale of a device by C&C;
DEVICE:	Refurbished iPhones sold by C&C during the validity period of the service;
AGREEMENT:	The coverage that the customer benefits from under the terms and conditions set out below;
GOODS COVERED BY THE SERVICE:	The electronic devices that C&C sells to its customers through his affiliated sales channels;
CUSTOMER CARE:	C&C S.p.A.’s Customer Care, consisting of human resources and equipment, which provides telephone contact, organizes

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interventions and provides the service;

SERVICE PROVIDER: The place where C&C S.p.A. will repair the defective device;

CUSTOMERS: Individuals who purchase a device from C&C;

ACCIDENTAL DAMAGE: All direct material damage caused by external, sudden and unforeseeable causes that produce a breakage, defect or malfunction of the device that precludes or limits its functionality and usability;

FIXED COST: The amount due from the customer who has purchased a refurbished device from C&C and that the customer undertakes to pay to activate the repair process of the damaged device;

C&C CARE: The additional service provided by C&C S.p.A;

DAMAGE: The occurrence of the harmful, future and uncertain event for which the service is covered, or the "Accidental damage to the device".

SERVICE FEATURES

C&C CARE ADDITIONAL SERVICE

ARTICLE 1.1 - CHARACTERISTICS OF THE SERVICE

This service is reserved for customers who have purchased a refurbished device from C&C. The service is non-refundable (except as required by law). C&C Care will not be replaced if lost, stolen or used without authorization. Use of the card constitutes acceptance of the terms and conditions. The service includes the activation of the warranty described in the following sections of this document.

ARTICLE 1.2 - DECLARATIONS CONCERNING THE CIRCUMSTANCES OF THE DAMAGE

Any inaccurate statements or omissions by the customer regarding circumstances affecting the assessment of the damage, made at the time of activation of the service or at the time of renewal, may result in the total or partial loss of the right to compensation as well as termination of the service.

ARTICLE 1.3 - START DATE AND DURATION OF THE SERVICE FOR THE CUSTOMER

The service lasts for twelve (12) months from the date of purchase of the device from C&C. It must be activated at the same time as the device is purchased and cannot be extended for subsequent years.

ARTICLE 1.4 - OTHER COVERAGE

This service operates secondly to any other coverage stipulated for the same damage and in first place for the warranties not present in such contracts.

ARTICLE 1.5 – REFERENCE TO THE LAW

For all that is not otherwise regulated here, the provisions of the law shall apply. This contract is governed by Italian law.

ARTICLE 1.6 – FRAUDULENT EXAGGERATION OF DAMAGE

The customer who fraudulently exaggerates the amount of damage, declares destroyed or lost things that did not exist at the time of the damage, conceals, subtracts or tampers with saved things, uses false or fraudulent means or documents as justification, fraudulently alters the traces, material clues and residues of the damage or facilitates the progress of the same, loses the right to use the service.

ARTICLE 1.7 - INTERNATIONAL SANCTIONS

C&C S.p.A. is not obliged to provide any coverage or to arrange any compensation under this contract if this would expose C&C S.p.A. to any violation of laws and regulations concerning international sanctions.

ARTICLE 1.8 - TERRITORIAL VALIDITY

C&C Care service is valid in all C&C stores in Italy and France:

<https://www.cec.com/en/negozi>

ARTICLE 1.9 - EXCLUSIONS

The following are excluded from coverage:

1. Damage, loss, expense, or liability arising from:
 - (a) ionizing radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from nuclear combustion;
 - (b) radioactivity, toxicity, explosiveness or any other hazardous property of any nuclear explosive device or related component;
2. Any damage arising from or caused by the customer's involvement in any fraudulent, illegal or criminal act;
3. Any claim arising from or caused by: (I) suicide, attempted or consummated, by the customer who owns the device, or (II) self-harm or intentional exposure to danger (except in an attempt to save human life);
4. Any claim arising from the fact that the customer intoxicated or under the influence of narcotic substances, or related to the consumption of alcohol or substances not prescribed by a doctor;
5. Any damage due to or caused by the customer's intent;
6. Tout dommage causé par un liquide à la suite d'une immersion, d'un lavage accidentel, etc ;
7. Aesthetic damage or wear and tear such as dents, scratches, scuffing as well as damage caused by tampering, removal or replacement of parts with non-original components and catastrophic damage such as devices without components and/or dismembered.

ACCIDENTAL DAMAGE COVERAGE

ARTICLE 2.1 - SUBJECT OF THE SERVICE

C&C S.p.A. will provide repair - within the limits and conditions set forth below, for the "Accidental Damage to the Device" service - in the event that damage to the device, i.e., all direct material damage caused by external, sudden, and unforeseeable causes, results in a break, defect, or malfunction of the device that prevents or limits the functionality and usability of the device itself.

The service covers the damage for 70% of the purchase price of the device. If the damage is greater, the remaining cost of repair will be borne by the customer. If the customer decides to waive the repair, C&C S.p.A. will recognize the credit to the customer by issuing a Gift Card equal to 70% of the amount spent for the purchase of the device and will keep the damaged device.

ARTICLE 2.2 – OPERATING CONDITIONS

The service has a duration of 12 months and 1 damage will be covered per year.

ARTICLE 2.3 - FIXED COST

The service is provided with the application of a fixed cost of €40,00 per damage, which must be paid by the owner of the device.

Payment of the fixed cost is a necessary condition to start the device repair process.

ARTICLE 2.4 - ADDITIONAL EXCLUSIONS

In addition to the provisions of Art. 1.9 - EXCLUSIONS - the following are excluded from the service:

1. Costs of replacing or restoring data stored on the device;
2. Goods not included among those covered by the service;
3. Repair costs for interventions related to a product recall or interventions carried out by unauthorized persons by C&C S.p.A.;
4. Costs incurred as a result of the impossibility of using the electronic device or any other cost other than the cost of repairing or replacing the device itself;
5. Costs covered by the manufacturer's warranty;

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6. Failures, intrinsic defects of the goods, attributable to causes of internal origin, manufacturing defects (even in the case of a product recall), hidden defects and anything arising from wear and tear of the components, whatever the cause;
7. Damages of an exclusively aesthetic nature, such as damages caused to external parts of the goods that do not prejudice their operation (e.g. scratches, scuffs and abrasions);
8. Malfunction (breakdowns) generated by modifications of the original characteristics of the goods or tampering;
9. Damages caused or arising from failure to comply with the manufacturer's instructions for use or warnings;
10. Assistance, verification, maintenance or ordinary cleaning;
11. Accessories or peripherals that were not integral part of the original installation;
12. Software for using the electronic device;
13. Any form of computer virus.

ARTICLE 2.5 - PROCEDURE FOR REPORTING DAMAGE

In case of damage to the device, the customer can contact C&C S.p.A. Customer Care at 080 562 23 98 or go to the nearest C&C Authorised Service Provider. Once the coverage of the service has been verified, C&C S.p.A. will start the claim management process. Payment of the fixed cost of €40,00 is a necessary condition for repairing the damaged device.

RULES IN CASE OF DAMAGE

ARTICLE 3.1 – CUSTOMER OBLIGATIONS

In the event of damage, the customer must:

- a) Visit an Authorized C&C Service Provider and take the damaged device. The Service Provider will verify if the damage is covered under the C&C Care damage service and, if so, will repair the device. Once the repair is complete, the customer must pay the fixed cost (payment can be made by cash, credit card, debit card, Gift Card, or “Carta del docente”).

Alternatively, the customer may contact C&C Customer Care by phone at 080 562 23 98. Customer Care will verify if the damage is covered under the service and will initiate the claim process. The process is as follows:

1. Upon claim registering, customer will receive a confirmation e-mail and a link to pay the fixed cost;
2. Once the fixed cost has been paid, Customer Care will send the customer instructions on how to prepare and ship the device to the Authorized Service Provider;
3. The Authorized Service Provider will assess the damage and repair the device. New or used Apple original parts may be used for repairs. These parts have been tested for functionality and meet Apple's requirements;
4. Once the repair is complete, Customer Care will send the customer an email confirmation and will return the repaired device to the customer. If the damage is deemed unrepairable, the customer will receive an email with the rejection notice and instructions on how to return the device;
5. The claim and repair process will be completed within 14 business days.

The customer is responsible for backing up the data and programs on the damaged device before submitting it for repair. The customer must also remove all access protection systems, such as "Find My" (or Find my iPhone on iCloud), passwords, pin codes, etc, before submitting the device.

If the device is locked, C&C will contact the customer to have the lock removed. If the lock cannot be removed within 5 days, the device will be returned to the customer and the service will be considered fully provided.

- b) Time required to obtain assistance and to carry out repair or replacement of the device shall not entail any extension of the duration of the service. The customer shall also provide C&C S.p.A.:



Customer information

- a. Name
- b. Last name
- c. Address
- d. City
- e. State
- f. Tax code
- g. Phone number
- h. Email address

Device information

- a. Device model
- b. Device IMEI (can be found using software or on the device itself)

INFORMATION ON THE PROCESSING OF PERSONAL DATA PURSUANT TO ARTICLE 13 OF LEGISLATIVE DECREE 30 JUNE 2003, N. 196

We inform you about the use of your personal data and your rights.

"Personal Information" means information that identifies and relates to the data subject or other individuals (e.g., the data subject's family members). If the data subject provides information about other individuals, he or she confirms at the same time that he or she is authorized to provide such information to our Company for the purposes described below.

Type of information collected by our Company and possible use of the same.

In order to provide you with the requested services and/or products, C&C S.p.A. must have personal data concerning you and must process it within the framework of the purposes according to the ordinary and multiple activities and operating methods of the service.

Such data may be collected from C&C S.p.A. for legal obligations.

We specify that without your data we would not be able to provide you, in whole or in part, with the aforementioned services.

We therefore ask you to express your consent to the processing of your data strictly necessary for the provision of the aforementioned services.

The consent we ask you for also concerns any sensitive data strictly related to the provision of the aforementioned services, the processing of which, like the processing of other categories of data subject to special protection, is permitted, within the limits strictly necessary in specific cases, by the relevant general authorizations issued by the Data Protection Authority for the protection of personal data.

In addition, exclusively for the purposes indicated above and always limited to what is strictly within its competence in relation to the specific relationship between you and C&C S.p.A., personal data may be used for the following purposes:

- a) Service management e.g. communications, damage processing and payments;
- b) Decisions on the provision of the service;
- c) Prevention, detection and investigation of crimes committed only to the extent permitted by and in accordance with applicable local legislation, e.g. on fraud and money laundering;

C&C S.p.A.

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cec.com | info@cec.com | info@pec.ceconsulting.it

- d) Ascertainment and defence of legal rights, including in court;
- e) Compliance with laws and regulations, including compliance with laws in force in countries other than the data subject's country of residence.

Sharing of personal information

C&C S.p.A. is the data controller. For certain activities, C&C S.p.A. uses trusted parties as data processors. To find out the names of the data processors, the customer can write an email to info@cec.com

Sensitive data may be disclosed only within the limits permitted by law and by the authorizations of the Italian Data Protection Authority.

Requests or questions

Art. 7 of Legislative Decree 196/2003 grants the data subject specific rights, including the right to obtain from the data controller:

1. confirmation of whether or not personal data concerning him or her exist, even if not yet registered, and their communication in intelligible form;
2. indication of
 - a) of the origin of personal data
 - b) of the purposes and methods of processing
 - c) of the logic applied in the case of processing carried out with the aid of electronic tools
 - d) of the identity of the data controller, the data processors and the representative appointed pursuant to art. 5, paragraph 2, of the decree itself, and
 - e) of the subjects or categories of subjects to whom the data may be communicated or who may become aware of them as the representative designated in the territory of the State, data processors or persons in charge.

The data subject also has the right to obtain:

1. the updating, rectification or, when there is an interest, the integration of the data;
2. the cancellation, transformation into anonymous form or blocking of data processed in violation of the law, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed;

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3. the attestation that the operations referred to in letters (a) and (b) have been brought to the attention, also as regards their content, of those to whom the data have been communicated, except in the case where such fulfillment proves impossible or involves the use of means manifestly disproportionate to the protected right. Finally, pursuant to Article 7, paragraph 4 of the decree, the data subject has the right to object, in whole or in part
 - a) for legitimate reasons to the processing of personal data concerning him/her, even if pertinent to the purpose of collection;
 - b) the processing of personal data concerning him/her for the purpose of sending advertising material or direct sales for market research or commercial communication.