
TERMS AND CONDITIONS FOR USE OF CLOUD COVER PRODUCTS AND SERVICES

This document sets out the terms and conditions (**Terms**) which shall apply to Your purchase and use of a Device and the Services.

Your Registration as a Cloud Cover Customer means that You are deemed to have read, understood and agreed to these Terms which shall be binding as of the Registration Date and shall apply for as long as You utilise the Services or until the Agreement is terminated.

1. DEFINITIONS

When reading and interpreting this Agreement, the words and phrases set out below shall have the following meanings:

- 1.1.1 **“ADB”** refers to African Data Bundles being a Data Plan comprised of a variety of Data which enables a user to access the Services in various African countries selected and advised by the Company from time to time;
- 1.1.2 **Agreement** means this agreement as well as any annexure and/or schedule attached to it or referred to below;
- 1.1.3 **Applicable Law/s** means all laws in force and effect as of the Effective Date or which are enacted or otherwise brought into force and effected after the Effective Date and includes laws, statutes, rules, regulations, directions, bye-laws, notifications, ordinances and judgements having force of law, or any final interpretation by a Court of Law having jurisdiction over the matter in question in both:
 - i) the Federal Republic of Nigeria; and
 - ii) any country in which the Services operates;
- 1.1.4 **Business Day** means a day (other than a Saturday or Sunday) or public holiday, on which banks are generally open for business in Lagos, Federal Republic of Nigeria;
- 1.1.5 **Cloud Cover/Company** means CLOUD COVER DISTRIBUTION LIMITED, a limited liability company incorporated under the laws of the Federal Republic of Nigeria and whose registered office is at 13, Oladipo Diya Crescent, 2nd Avenue Estate, Ikoyi, Lagos Nigeria which expression

shall, where the context so admits it, include its successors-in-title and assigns;

- 1.1.6 **Customer** refers to the person (legal or natural) who has purchased the Device, in whose name the KYC process has taken place and a Pre-Paid Account created by the Company. **“You”** and **“Your”** shall have the same meaning;
- 1.1.7 **Data** means data services or information which is transmitted via internet protocol, in pre-determined packet sizes;
- 1.1.8 **Data Allowance** means the specific volume of Data which the Customer is entitled to under any Data Plan and which is generally described in megabytes or gigabytes;
- 1.1.9 **Data Plan** means any one of the prepaid data plans made available by the Company from time to time and in respect of which a Data Allowance is provided by the Company to the Customer for a pre-determined fee, for use over a fixed period of time in the countries identified in that plan and on the Terms set out in this Agreement. Unless otherwise indicated or advised, this shall include one or a combination of WWD, ADB and Local Data;
- 1.1.10 **Deactivate/Deactivation** means that the Device has been rendered permanently inoperative. Once done this cannot be reversed;
- 1.1.11 **Equipment** means a device and the installed firmware which, when used in conjunction with proprietary technology, connects to a GSM and/or a mobile telephony network, enables the user to send and/or receive data messages, which are or have been conveyed by means of a telephony network and, for the purposes of this Agreement, enables the user to access and utilise some or all of the Mobile Data Services and **Device** shall have the same meaning. Such item can be purchased either from an authorised dealer or directly from the Company;
- 1.1.12 **Effective Date** means the Registration Date;
- 1.1.13 **Government Authority** means any, state, municipal or local government (including any sub-division, court, administrative agency, commission or other authority thereof) or private body exercising any regulatory, tax, importing or quasi-governmental authority, including

but not limited to state-owned or state-controlled entities, instrumentalities or enterprises which have jurisdiction in the applicable country;

1.1.14 **KYC** means the Know Your Customer process, as determined by applicable law, and failing that, by the Company, from time to time, which requires the receipt, verification and recordal of the Customer's personal information;

1.1.15 **License/s** means any one or all of :

- i) the license and/or authorisations issued to the Company by the NCC to operate and provide the Mobile Data Services;
- ii) the license issued to the Company by various third parties, in terms of which the Company is authorised and/or entitled to market and sell the Devices and/or supply the Mobile Data Services;
- iii) any authorisations which the Company is required to obtain pursuant to any Applicable Law so as to perform its obligations as set out in this Agreement;

1.1.16 **Local Data** means Data from a Data Plan that only enables the user to access the Services in the Federal Republic of Nigeria,

1.1.17 **Mobile Data Services** means the borderless and/or multi-Network mobile data access services which enables a Customer who utilises a functional Device and pre-purchased Data Plan, to access data services whilst Roaming on various Networks and **Services** shall have the same meaning;

1.1.18 **Network** means a GSM and/or mobile telephony network which enables the Customer to access the Mobile Data Services;

1.1.19 **NCC** means Nigerian Communications Commission and its successor or replacement;

1.1.20 **NCC Act** means the Nigerian Communications Act, CAP N97 of 2004 and applicable Laws of the Federation of Nigeria, as may be amended, modified, supplemented or replaced from time to time;

1.1.21 **Party** means a party to this Agreement, and Parties shall be construed accordingly;

1.1.22 **Pre-Paid Account/Customer Account** means an account created by the Company which shall be in the Customer's name and to which Data

Plans shall be provisioned by the Company as and when the Customer purchases them;

1.1.23 **Proof of Purchase** means the original form of a document which evidences the Customer's purchase of a Device and which details, amongst others, the IMEI of the Device, the date of purchase and, if applicable, the name of the Dealer- which document must be in a form acceptable to the Company from time to time to time;

1.1.24 **Registration/Registered** means that the Company's systems reflect that the Customer:

i) has successfully completed the KYC process subsequent to his/her purchase of an item of Equipment; and

ii) has completed the necessary process via the Company's allocated digital link, including his/her acceptance of the Terms, so as to enable the creation of a functional Pre-Paid Account;

1.1.25 **Registration Date** means the date upon which the Company's systems reflect that the Registration took place;

1.1.26 **"Roam/Roaming"** means to access and/or use various Networks which may be located and operational in different countries;

1.1.27 **Roaming Partners** means the various network operators on who's Networks the Customers are able to access the Services, as advised by the Company from time to time;

1.1.28 **Suspend/Suspension** means that a Device has been rendered temporarily inoperative. This can be reversed, and the Device can function once a suspension has been lifted;

1.1.29 **User** means any person using the Device in question;

1.1.30 **Value Added Services** means those services identified as such by the Company from time to time, and which are services provided over and above the Mobile Data Services;

1.1.31 **Value Added Tax/VAT** means valued added tax or such other sales tax, chargeable on the consumption of goods and services as prescribed by Applicable Law, time to time;

1.1.32 **WWD** refers to a bundle of world wide Data being a Data Plan which enables the Customer to access the international mobile data services

in the countries and on the Networks of the Roaming Partners whose services are included in that Bundle.

2. **Commencement, Duration and Changes**

- 2.1 This Agreement shall commence on the Effective Date and shall last until it is properly terminated in accordance with the remainder of its provisions.
- 2.2 The Company can amend this Agreement so as to comply with any Applicable Law or with the terms of its agreements with third parties (**Third Party Agreements**) who are involved in the supply of the Devices and/or the provision of the Services. Reasonable notice of these amendments shall be given to the Customer.
- 2.3 The Company shall also be entitled to make changes to this Agreement, for any reason. Such amendments shall be posted on the Company's website from time to time.
- 2.4 The Company shall be entitled to Suspend or Deactivate the use of the Device in accordance with the remainder of the provisions of this Agreement. This Agreement shall not be terminated in the event that the Device is suspended.

3. **Purchase and use of a Device**

- 3.1 In order to utilise Your Device and access the Mobile Data Services, You will need to purchase a Data Plan in accordance with the Company's standard processes applicable at the time of purchase.
- 3.2 You must Register Yourself and the Device on the Company's systems by using the internet link supplied to You by the Company. If You buy the Device from an authorised dealer, the dealer can assist You with this Registration.
- 3.3 Once the Device is Registered in Your name You must not;
 - i) sell it to anyone without the Company's prior written authorisation;
 - ii) use it or allow it to be used for any unlawful, illegal or inappropriate purposes;
 - iii) use it in any way which can negatively affect Your or other people's use of the Services or the Network.
- 3.4 You must notify the Company in the event that Your Device is lost or stolen. If this happens, You can ask the Company to Deactivate or Suspend Your Device.
- 3.5 You must ensure that:

- i) You have all the available encryptions and passwords in place so as to avoid unauthorised use of the Device. Any loss suffered by You because of any misuse shall be for Your account;
- ii) the Device and/or the Service are not used to send, receive or access illegal or unlawful content;
- iii) You advise the Company of any change to Your personal details and that any information You directly or indirectly supply the Company is true, accurate and correct in all respects;
- iv) You comply with the provisions of this Agreement and any reasonable instructions issued by the Company from time to time in relation to the use of the Device and/or the Services.

3.6 Unless otherwise advised by the Company, the Company shall offer the Customer the same or similar warranty cover as that offered to it by the manufacturer of the Devices. See warranty provisions below.

4. Provision of the Services

4.1 The Company shall provide the Services subject to:

- 4.1.1 the provisions of the Licences;
- 4.1.2 any and all directives, regulations, orders or guidelines issued by the NCC pursuant to the NCC Act or any other relevant Government Authority; and
- 4.1.3 any and all policies, procedures, rules and Third-Party Agreements applicable, adopted or otherwise implemented by the Company from time to time in relation to the sale of the Devices, delivery of the Services and all matters related to that.

4.2 The Company relies on third party Network Operators to provide the Mobile Data Services, accordingly, the Company does not guarantee:

- i) the nature and extent of the Network coverage which shall be made available when using the Services;
- ii) the service access speeds in relation to uploads and downloads. The Customer acknowledges and accepts that the actual web access speeds and the quality of the Service it may experience may vary according to location and the Roaming Partner whose Network is being utilised.

- 4.3 The Company shall be entitled to change, add to and/or remove:
- i) portions of the Services; and/or
 - ii) the various Data Plan options which it makes available to Customers; and/or
 - iii) the Roaming Partners and/or the countries in which the Mobile Data Services can be accessed

Any such changes shall be reflected on the Company's website from time to time and;

- 4.4 Notwithstanding the terms of clause 4.2 i) and ii), the Company shall use its reasonable endeavors to ensure the uninterrupted and continuous provision of the Services and that the quality of the Services is of an acceptable standard and the Customer is able to perform the required transactions.

- 4.5 In addition to the information which You must submit for the KYC process, the Company may require You to supply it with personal information from time to time so as to enable it to operate the Services and/or comply with any Applicable Laws. Unless You agree otherwise, the Company shall only use this information for the purposes for which it was disclosed by You.

- 4.6 You agree to cooperate with the Company in connection with any remote or on-site service level verification or troubleshooting so as to enable the Company to fulfill its obligations regarding the provision of the Services.

- 4.7 Should You have any queries or complaints You can address these to the Company's customer services facility which shall operate during Business Hours on Mondays through to Fridays. This shall, however, be closed on public holidays.

5. **Data Plans**

- 5.1 You will need to buy a Data Plan and have the value of Your chosen plan provisioned to Your Customer Account before You can use the Services.
- 5.2 These Data Plans can be viewed on, and purchased via, the Company's website, App, and/or any of the Company's platforms.
- 5.3 There are different types of Data Plans which include different types of Data (WWD, ADB and Local Data). You must be sure that You buy the correct type of plan to enable You to use the services in the countries that You require. The Company will not reimburse You for any Data Plan that You have incorrectly purchased.
- 5.4 All Data Plans are volume based and calculated in megabytes or gigabytes.
- 5.5 Unless the Company advises You otherwise, all Data Plans have a thirty (30) day validity period (**Validity Period**). That means that You have up to a maximum of thirty (30) consecutive days in which to use the full value of the Data Plan before any unused value expires. The Validity Period starts on the day that the value of the Data Plan is provisioned to Your Customer Account by the Company. You will be notified by the Company when this happens.
- 5.6 Any available and unused Data (**Unused Data**) remaining after midnight on the last date of the Validity Period (**Expiry Date**) will expire. The time zone used to

calculate the Expiry Date shall be the same as that used to determine the date and time on which the Data Plan was provisioned.

- 5.7 No service extension will be given or granted post the Expiry Date for the purpose of preserving any Unused Data.
- 5.8 You can purchase several Data Plans at the same time and even if You still have Unused Data provisioned on Your Customer Account. You do not need to use all Your Unused Data before purchasing new Data Plans.
- 5.9 The Company shall measure and record the Data used by You in bytes.
- 5.10 When You have Unused Data available because You have bought different plans at different times, the Company will first deplete Your Customer Account with the usage of the oldest Data Plan purchased.
- 5.11 The Company will endeavor to notify You when You are about to run out of Data on a specific Data Plan.
- 5.12 In addition to basic Data Plans (**Main Plan**), You can purchase a top up plan (**Top Up Allowance**), the value of which will be added to Your Customer Account. You cannot buy/use a Top Up Allowance unless You still have Unused Data from a Main Plan provisioned on Your Customer Account.
- 5.13 Unless the Company advises You otherwise, the Validity Period of a Top Up Allowance is seven (7) days starting on the day on which the value is provisioned on Your Customer Account.
- 5.14 The Company may change all or part of the Data Plans as well as the purchase price of any plans, from time to time. Any Data Plan which You have already purchased will not be affected by any of these changes.
- 5.15 The purchase price of Data Plans shall include VAT.

6. **Customer's Obligations**

- 6.1 In addition to all Your other obligations stated in this Agreement:
 - 6.1.1 You must comply with any directives, guidelines or regulations issued by the NCC or such other Government Authority as communicated to You by the Company from time to time;
 - 6.1.2 You agree that use of the Services and the Equipment is at Your sole risk. Neither the Company nor any of its affiliates, representatives, directors, officers, employees or agents (collectively referred to as the "**Disclaiming**

Parties”) shall be responsible or liable for any loss or damages You may suffer as a result of Your purchase and/or use of the Device and/or the Services.

7. **Suspension, Deactivation and Reconnection**

- 7.1 The Company may Suspend the Services for the following reasons:
 - 7.1.1 If You are in breach of any provisions of this Agreement in which case the Company can Suspend Your Device until such time as it is satisfied that You have rectified Your breach;
 - 7.1.2 You request the Company to do so in writing;
 - 7.1.3 Any Applicable Law or Government Authority requires the Suspension. The Company shall notify You of this.
- 7.2 You will need to pay a fee (**Reconnection Fee**) before the Company will reverse the Suspension. The Reconnection Fee will be for Your account unless the Suspension was made due to the Company’s error and the Company agrees to it. The amount of the Reconnection Fee shall be advised by the Company from time to time and, in the absence of such notification shall be seventy-five thousand Naira (~~₦~~75,000).
- 7.3 The Company may Deactivate Your Device for the following reasons;
 - 7.3.1 You persist in any breach of this Agreement despite the Company having asked and given You the opportunity to rectify the breach;
 - 7.3.2 This is required by any Applicable Law or Government Authority;
 - 7.3.3 It is required to do so in terms of its License;
 - 7.3.4 Due to the termination for any reason, of a License;
 - 7.3.5 You ask the Company to do so.
- 7.4 In the event that Your Device is Suspended, the Validity Period of Unused Data shall remain unchanged.
- 7.5 In the event that the Company has Deactivated Your Device at Your request, You can request the Company to transfer the value of any Unused Data to a new Pre Paid Account for use on a new Device once that has been Registered.

8. **Device Warranty**

- 8.1 The Equipment supplied to the Customer by the Company or its authorised dealers shall be free of defects, shall be in good working condition and shall be fit for purpose in accordance with the manufacturers terms and conditions.

8.2 Subject to the remainder of the provisions of this clause 8, if any Equipment becomes defective (**Defective Equipment**), You can return it to the Company for assessing, repair or replacement.

8.3 You can either deliver the Defective Equipment to the Company's offices or the Company will arrange for a courier to collect it from You at Your chosen address. If the defect in question falls within the the warranty cover, the Company shall pay for the costs of collecting and returning the Defective Equipment to You. If the Defective Equipment is not covered by the warranty then You will need to pay for all the courier costs.

8.4 An item of Defective Equipment shall be replaced or repaired, at the Company's election, in the event that it falls within the manufacturer's warranty requirements (**In Warranty**).

8.5 A Defective Device shall be considered to be In Warranty if:

8.5.1 the defect is reported by You to the Company within twelve (12) months of You buying it (**warranty period**);

8.5.2 You have the original Proof of Purchase which shows that Your claim falls within the warranty period and You submit the Proof of Purchase with Your claim;

8.5.3 the Company assesses that the damage falls within the manufacturer's warranty cover and that the manufacturer's warranty has not been voided.

8.6 The manufacturer's warranty shall be voided if the Equipment:

8.6.1 becomes damaged as a result of tampering, or the Customer's negligence, or by accident or improper use of the Equipment;

8.6.2 is used in a manner other than normal use as detailed by the manufacturer;

8.6.3 is subject to unfair wear and tear;

8.6.4 is damaged due to failure to follow the Company's or manufacturer's instructions;

8.6.5 is damaged due to electrical fluctuations and/or exposure to water; and/or

8.6.6 is attempted to be, or is, repaired by a person not authorised to do so by the Company.

In such instance, the applicable shipping cost shall be included in the cost of repair or replacement of such Equipment.

- 8.7 If the Company assesses that the Equipment is In Warranty it shall, at its election, either repair or replace such Equipment and return the repaired or new Equipment to You, at no additional charge, within a reasonable period of receiving it.
- 8.8 If the Defective Device is not In Warranty, it shall not be covered by the manufacturer's warranty and shall be treated as out of warranty (**Out Of Warranty**).
- 8.9 If the Defective Equipment is Out of Warranty, the Company shall advise You of this and quote You for the cost of repairing the Equipment.
- 8.10 If You elect to have the Defective Equipment repaired in accordance with the Company's quote, You will need to pay the amount quoted before the Company will effect the repair and return the item of Equipment to You.
- 8.11 If You elect not to have the Defective Equipment repaired in accordance with the quote, then You may elect to have the Device returned to You without such repair being effected. You will need to pay for the cost of having the Device couriered to You before the Company will have it delivered to Your nominated address.
- 8.12 Notwithstanding the above, the Company shall not be liable for any defects which fall outside of the manufacturer's warranty or support services. Accordingly, the Company shall only be liable to effect any repairs or replacements which are supported by its agreement with the manufacturers of the Equipment.
- 8.13 No oral or written information or advice given by the Company or any of the Disclaiming Parties shall create any warranty in relation to the Services and Equipment and the Customer shall not rely on any such information.
- 8.14 Further to the provisions of clause 6.1.2 above, under no circumstances shall the Company be liable to the Customer, User or any other person for any indirect, incidental, consequential, special or punitive damages (including, but not limited to, lost revenue, lost profits, replacement goods, cost of replacement goods, loss of technology, rights or services, loss of information, or interruption or loss of use of Service or Equipment) for any matter arising

from or relating to this Agreement, the Services and/or Equipment, including, without limitation:

- 8.14.1 the Customer's use or inability to use the Services;
- 8.14.2 any changes to or inaccessibility of the Services;
- 8.14.3 delay, failure, unauthorised access to or alteration of any transmission or Data;
- 8.14.4 any material or Data sent or received or not sent or received;
- 8.14.5 any transaction or agreement entered into through the Services; or
- 8.14.6 any Data or material from a third person accessed on or through the Services, whether such liability is asserted on the basis of contract, tort or otherwise, and even if the Company is advised of the possibility of such damages, or even if the Customer's sole and exclusive remedy is held invalid or void for failing of its essential purpose or otherwise. In no event shall the liability of the Company for direct damages exceed the total of the amounts actually paid by the Customer to the Company in the immediately preceding month.

9. **Out of Box Failures**

- 9.1 A faulty Device shall be considered to be an Out of Box Failure (**OBF**) in the event that the fault occurred within 7 (seven) days of it being purchased and is reported and returned to the Company within that same time period.
- 9.2 In the event that the Company, after inspecting the Device, confirms that the fault is an OBF, the Company shall replace the Device free of charge.

10. **Termination and Consequences of Termination**

- 10.1 Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies either party may be entitled to hereunder or in law and shall not affect any accrued rights or liabilities of either party.
- 10.2 The Company reserves the right to terminate this Agreement immediately if the Customer:
 - 10.2.1 commits a breach of any of its obligations hereunder and (if that breach is capable of remedy) fails to remedy it within ten (10) Business Days of receiving notice in writing provided to the Customer by the Company.

If the breach can be remedied in a shorter period then such shorter period shall apply; or

10.2.2 commits any act of fraud or dishonesty or any another act which is contrary to Applicable Law in the use of the Device and/or the Services;

10.2.3 any License is terminated for whatever reason;

10.2.4 any Applicable Law or Governing Authority requires the termination or deems any part of the Services to be illegal or unlawful;

10.2.5 the Device is Deactivated for any reason.

10.3 Upon termination of this Agreement:

10.3.1 the Company shall Deactivate the Device in question and it shall be rendered inoperable;

10.3.2 Any Unused Data shall be forfeited;

10.3.3 the Company shall remove the IMEI of the Device from its systems and close the Pre-Paid Account applicable to this Device.

11. **Force Majeure**

The Company shall not be liable for and will not be responsible to You for any delay or failure to perform under this Agreement if such delay or failure is due, in whole or in part, to any cause, reason, action or inaction beyond the reasonable control of the Company.

12. **Notices**

12.1 Any notices, request or other communication to be given or made by the Company under this Agreement shall either be sent via SMS to a cellular telephone number selected by You and advised to the Company or by registered mail to the physical address You have provided to the Company.

12.2 Should you wish to communicate with the Company, You can do so through the Company's call center or in a manner advised by the Company on its Website, from time to time.

13. **General Provisions**

13.1 The rights, powers and remedies provided in this Agreement are cumulative and are not exclusive of one another, nor shall they replace any other rights, powers or remedies provided by Applicable Law.

13.2 No changes, substitutions, or negations of any provision of this Agreement shall be valid and apply unless this is done in writing by the Parties.

- 13.3 Should a Party agree to waive any of its rights it must do in writing.
- 13.4 Each of the provisions of this Agreement are separate. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair in any way:
 - 13.4.1 the legality, validity or enforceability in that jurisdiction of the other provisions of this Agreement; or
 - 13.4.2 the legality, validity or enforceability in other jurisdictions of that provision or any other provision of this Agreement.

If any provision of this Agreement is or becomes illegal, invalid or unenforceable, the Parties shall negotiate in good faith with a view to replacing the illegal, invalid or unenforceable provision with one or more provisions reasonably satisfactory to the Parties and differing from the replaced provision as little as possible.

14. **Governing Law**

This Agreement shall be governed by, and construed in accordance with laws of the Federal Republic of Nigeria.

15. **Dispute Resolution**

- 15.1 If any dispute arises out of this Agreement (a **Dispute**), the Parties shall attempt to resolve such Dispute between them as set out below. If a Dispute arises, a Party shall initiate the resolution process by giving written notice detailing the issues in dispute.
- 15.2 A meeting between the Parties, attended by You and a customer service representative of the Company must take place within fifteen (15) days from the date the notice was sent in an attempt to resolve the Dispute.
- 15.3 If the Dispute cannot be settled within fifteen (15) days of the meeting described in Clause 15.2 above, the Dispute shall be escalated to an officer of the Company with decision making authority (a **Senior Company Representative**) for resolution.
- 15.4 If the Dispute still cannot be resolved by the Senior Company Representative, either Party may initiate mediation by giving notice to the other Party. The place of mediation shall be Lagos, Nigeria. The Parties shall agree to appoint a mediator within five (5) days of the notice, failing which a mediator shall be

appointed by the Chairman of the Lagos State Multi-Door Court House within five (5) days;

SCHEDULE 1
CONDITION FOR RETURN

SN	Return Type	Condition for Return
1	Delivery of wrong product	The package should remain in the same condition received by the Customer, with the seal not broken EXCEPT for item type that cannot be differentiated by visual inspection of the package/box.
2	Defective product	Device(s) to be returned must be due to manufacturer's defect ONLY. Manufacturer's defect does not include damages caused by misuse or neglect, act of God, or improper assembly, maintenance, installation, alteration, repair or modification by the Customer. Defect borne out of poor and improper customer handling shall NOT be considered for a replacement, except at a repair cost deemed appropriate by the Company.
3	Damaged product	Device(s) to be returned must be manufacturer's damage ONLY. Manufacturer's defect does not include damages caused by misuse or neglect, act of God, or improper assembly, maintenance, installation, alteration, repair or modification by the Customer. Damages borne out of poor and improper customer handling shall NOT be considered for a replacement, except at a repair cost deemed appropriate by the Company, that shall be treated as part of the complaints handling process.
4	Missing product components and ancillaries	Depending on the criticality of the missing component, device(s) shall be returned for replacement in the event the missing component renders it inoperable. However, for non-critical components like phone

		charger, USB cable etc., this shall be delivered to the Customer.
5	Poor looking condition of the product package	The package should remain in the same condition received by the Customer, with the seal not broken.