

**Terms and Conditions of certain customer post-purchase care
and Support Services provided by
Phillip Morris South Africa Proprietary Limited**

Last updated: 07/03/2023

1. Application of Terms/Eligibility

- 1.1 These terms and conditions (**Terms**) are applicable to and govern provision of the post-purchase care and support services described in sections 4 - 6 below (**Services**). You should read these Terms carefully, as they affect your legal rights and govern your relationship with Phillip Morris South Africa Proprietary Limited (**Philip Morris**).
- 1.2 You may be eligible for the Services only if: (i) you are an IQOS user aged 18 years and over and you are registered in our IQOS consumers database; and (ii) your main residence is in South Africa; (iii) you have registered an eligible device as described in paragraph 2.1 (**Device**) in our database either at iqos.com, by calling our customer service center, by email, with an IQOS coach or at a participating IQOS store or kiosk (this requirement does not apply to Digital Welcomes and Personal IQOS coach services contemplated in section 6 below).
- 1.3 By using any of the Services, you agree to be bound by these Terms. Likewise, if you register another Device, or if we change these Terms, and you then use any of the Services, you agree to be bound by these Terms. Your acceptance of these Terms is deemed to occur in the country of your registered residence as per our IQOS database.
- 1.4 If you do not agree (or cannot comply) with these Terms, then you are not permitted to use the Services.
- 1.5 No modification of these Terms by you is permitted unless Philip Morris expressly agrees in writing.
- 1.6 Your use of the Services is at our discretion and we may refuse your application to use, or we may terminate your right to use, the Services for any reason, including if you breach any of these Terms.
- 1.7 We also reserve the right to amend these Terms and the Services upon notice at any time.

2. Eligible Devices/Registration

- 2.1 Any heat-not-burn or non-disposable vaping devices which has been commercialized and sold by Philip Morris in South Africa is eligible for the Services.
- 2.2 The Device must have a readable and valid serial number.
- 2.3 In completing the registration process for the IQOS consumer database you must provide all required mandatory information in an accurate and complete manner and keep this information up-to-date. If you do not complete the mandatory fields in the application form (such as, for example, your age, smoker status, email address and/or phone number) your application will not

proceed. If you provide inaccurate or incomplete information Philip Morris reserves the right to refuse to provide the Services to you.

- 2.4 The Services provided are personal to you and may not be transferred to any third party.
- 2.5 Your use of the Services is linked to your country of residence (South Africa). As the Services are only available in certain countries, if you change your country of residence you will not be able to use the Services.

3. Term and Termination

- 3.1 Your use of the Services is linked to your country of residence (South Africa). As the Services are only available in certain countries, if you change your country of residence you will not be able to use the Services.
- 3.2 Philip Morris may refuse to provide the Services to you if you breach any of these Terms.

4. Accidental Damage

- 4.1 If your Device suffers accidental and unintended damage that affects the functionality of your Device which is not caused by your misuse or reckless behavior (**Accidental Damage**) you may be eligible for a replacement Device as described in this paragraph 4.
- 4.2 You must give the damaged Device (including all components but excluding any accessories, which are not covered) to Philip Morris and you will be provided with a replacement device of the same type equivalent to a new Device in performance and reliability. If a replacement Device of the same type is not available, a Device, in the same category, which is at least functionally equivalent, will be provided as a replacement. Philip Morris will keep all replaced Devices. If only part of the Device is damaged e.g. an IQOS 3 DUO holder or charger, then only the damaged part will be replaced and Philip Morris will only keep the replaced part of the Device.
- 4.3 Limitations from Accidental Damage
 - (a) You must take all reasonable precautions to protect your Device and use and maintain the Device in accordance with its instructions and user guide. If you do not do so then you are not entitled to a replacement Device.
 - (b) You are limited to one replacement Device for Accidental Damage for each registered Device. After the first claim is settled, the Accidental Damage in your country of residence and associated Rapid Replacement on this programme (see 6.5 below) will cease. However, you can still receive the remaining Services for your Device until the end of your membership term (registered Device warranty period).
 - (c) You are not entitled to a replacement Device where the Accidental Damage was caused prior to the launch of this Service in your country of residence or where any of the following circumstances are applicable:
 - (i) any product that is not an eligible Device as per the list contained in paragraph 2.1;

- (ii) damage caused by abuse or misuse, or actual, or attempted, modification or alteration of the Device, or power surge;
- (iii) Devices with a serial number that has been altered, defaced or removed;
- (iv) Devices that have been opened, serviced, modified or altered in a manner not authorized by Philip Morris;
- (v) the loss or theft of your Device;
- (vi) cosmetic damage to your Device which does not affect the functionality of the Device, including, but not limited to, hairline cracks, scratches, dents, broken plastic on ports and discoloration;
- (vii) damage or failure caused by normal wear and tear and/or usage of the Device;
- (viii) improper handling, damage from fire or flood, or natural disaster, war, terrorism, or acts of God;
- (ix) malfunction due to use with non-compatible product;
- (x) damage or malfunction caused by failure to use as described in the associated IQOS User Guide; or
- (xi) failure due to defects in materials and/or workmanship and/or design; however, such failures may be covered separately either by your consumer rights or by the IQOS warranty that is in addition and without prejudice to all rights and remedies provided by consumer protection laws in the country of purchase.

4.4 Making a claim under Accidental Damage

- (a) You must:
 - (i) report your claim to Philip Morris by calling IQOS Customer Care at 0800 043 387 or email IQOS Customer Care South Africa at contact.za@iqos.com as soon as possible and no later than 14 days from the date your Device suffers Accidental Damage, including the following information: (1) the serial number for the affected Device; (2) description of the symptoms, problems with or causes of the damage to the Device; (3) error messages; and (4) actions taken before the Device experienced problems and any steps you took to resolve the problem;
 - (ii) if requested by Philip Morris, you must provide proof of purchase for your Device;
 - (iii) follow any packaging and mailing instructions given by Philip Morris for shipping the affected Device to Philip Morris; and
 - (iv) otherwise comply with Philip Morris's return Devices authorization process.

- (b) You may also make a claim via customer service center by telephoning the number provided at www.iqos.com for your country of residence and providing the same information detailed in paragraph 4.4(a).
- (c) You must not send Philip Morris products and accessories that are not supported by Accidental Damage replacement. If you send Philip Morris these items, they will not be returned and will be destroyed.
- (d) Philip Morris will determine whether you are entitled to a replacement Device in accordance with these Terms. If you are entitled to a replacement Device this will be provided to you in one of the following ways:
 - (i) Carry-in service. You can return your affected Device to a participating IQOS store/kiosk or participating IQOS service point (see 'Full-Service Stores' using the Store Locator on the iqos.com website) and be provided with a replacement.
 - (ii) Courier delivery. If you live more than 50km away from an IQOS store or kiosk, or store that provides a Full-Service IQOS offering (including device servicing), a replacement Device will be couriered to you and you must send the affected Device back to Philip Morris.

5. International Assistance

- 5.1 You have access to an international toll free number +80025592559 / +41215478888 or email IQOS Customer Care South Africa at contact.za@iqos.com (charges may apply in some locations) when traveling abroad to countries where the Devices are commercialized by Philip Morris, except the United States, or its affiliates or an authorized partner. This service includes troubleshooting assistance from experienced Device agents and if required, replacement of your Device within: (i) Accidental Damage in accordance with these Terms; or (ii) Device issues defined in terms of material or workmanship when used in accordance with the Device User Guide.
- 5.2 Service options, Device availability, response and delivery times may vary according to country. This service will not affect your statutory rights and rights under your Device warranty valid in the country of purchase.
- 5.3 Limitations from International Assistance
 - (a) The limitations contained in paragraph 4.3 (Limitation) apply to Accidental Damage replacement under International Assistance.
 - (b) The following are excluded from replacement of Device issues defined in terms of material or workmanship when used in accordance with the Device User Guide:

- (i) damage caused by normal wear and tear;
- (ii) cosmetic damage (such as scratches, dents, broken plastic etc.);
- (iii) damage caused by misuse, power surge, improper handling or fire;
- (iv) malfunction due to use with non-compatible product;
- (v) damage or malfunction caused by attempt to open, modify and repair, either by a user or by a service provider not accredited by the manufacturer; or
- (vi) damage or malfunction caused by failure to use as described in the associated Device User Guide.

5.4 Making a claim under International Assistance

- (a) You must:
 - (i) report your claim to customer service center by telephoning the number +80025592559 / +41215478888 or email IQOS Customer Care South Africa at contact.za@iqos.com as soon as possible and no later than 14 day from the date your Device suffers Accidental Damage or Device issues defined in terms of material or workmanship when used in accordance with the Device User Guide, including the following information: (1) the serial number for the affected Device; (2) description of the symptoms, problems with or causes of the damage to the Device; (3) error messages; and (4) actions taken before the Device experienced problems and any steps you took to resolve the problem;
 - (ii) if requested by Philip Morris, you must provide proof of purchase for your Device;
 - (iii) follow packaging and mailing instructions given by Philip Morris for shipping the affected Device to Philip Morris; and
 - (iv) otherwise comply with Philip Morris's return Devices authorization process.
- (b) Philip Morris will determine whether you are entitled to a replacement Device in accordance with these Terms. If you are entitled to a replacement Device this will be provided to you in one of the following ways:
 - (i) Carry-in service. You can return your affected Device to a participating IQOS store/kiosk or participating IQOS service point (see 'Full-Service Stores' using the Store Locator on the iqos.com website) and be provided with a replacement.
 - (ii) Courier delivery. If you live more than 50km away from an IQOS store or kiosk, or store that provides a Full-Service IQOS offering (including device servicing), a replacement Device will be couriered to you and you must send the affected Device back to Philip Morris.

6. Other Services

- 6.1 Coaching: A team of remote IQOS coaches for supporting you in converting from cigarettes to a Device. Access is during normal business hours in your country of residence.
- 6.2 Digital Welcome: Information and guidance relating to Device usage provided in digital form to the e-mail address indicated upon registration in IQOS consumers' database, provided that you agreed to receive customer care/support communication regarding IQOS via e-mail.
- 6.3 Self-Diagnostic Tool: Online tool with information designed to help you diagnose and fix certain issues with your Device or check if you are eligible for Device replacement under your warranty or Accidental Damage Coverage.
- 6.4 Free Device Replacement Shipment: If you are eligible for a replacement device under your Device warranty or Accidental Damage Coverage service, this service provides for free shipment of your replacement device (applies only if you live more than 50km away from an IQOS store or kiosk, or a store that provides a Full-Service IQOS offering (including device servicing)).
- 6.5 Rapid Replacement Service. This service provides for rapid replacement of your Device within a period of up to five (5) working days (location dependant) in case of Accidental Damage and/or where you have a valid claim for Device issues defined in terms of material or workmanship when used in accordance with the Device User Guide. For a replacement due to Accidental Damage and your Device warranty, you are limited to one Rapid Replacement Service. Eligibility for this service is determined by Philip Morris. This service is only applicable in the selected locations of your country of registration.
- 6.6 Complete Service (selected stores): A free of charge, professional maintenance service for IQOS™ bladed technology devices. The service includes resistance to draw machine test, professional device cleaning, firmware upgrade, and cap replacement if necessary.

7. Your Obligations.

You agree:

- (a) not to misuse the Services;
- (b) to keep your membership account safe and secure;
- (c) where an exchange takes place, then any replacement Device becomes your property and the replaced Device must be returned to and becomes the property of Philip Morris; and
- (d) to comply with applicable law.

8. Warranty/Limitation of Liability

- 8.1 As the Services are free of charge, each of them is provided 'As Is' and without any warranty.
- 8.2 Philip Morris shall not be liable to the maximum extent permitted under applicable law whether in tort/delict (including for negligence or breach of statutory duty), contract, misrepresentation,

restitution or otherwise for any direct losses, loss of profits, sales, revenues or savings, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising or otherwise resulting from your use of the Services. Philip Morris shall not be liable for any of the losses described in this paragraph 8.2 even if you have informed Philip Morris of the possibility of such losses.

8.3 Nothing in this paragraph 8 excludes any liability that cannot be excluded by applicable law.

9. Miscellaneous

9.1 None of the Services constitutes an insurance policy.

9.2 The Services are currently provided free of charge.

9.3 Details of the processing of your personal data that you provide us are described in our Privacy Notice available at <https://www.pmiprivacy.com/global/en/consumer/>.

9.4 These Terms are subject to the laws of the registered office of Philip Morris. Any legal dispute will be subject to the exclusive jurisdiction of the city in which Philip Morris has its registered office.

9.5 For questions, inquiries and contact information please refer to za.iqos.com or contact IQOS Customer Care on 0800 043 387 or email IQOS Customer Care at contact.za@iqos.com.