

Limited Warranty

For devices bought from SmartSource in Canada

Every device you buy from SmartSource comes with a limited warranty from us. How long it lasts depends on the condition grade you bought: 90 days for Fair and Good, 6 months for Excellent and Premium, and 1 year for New and New Sealed. It covers hardware faults that happen on their own, starts the day your order is delivered, and costs nothing. There is nothing to buy and nothing to register.

Your legal rights come first. This warranty is given in addition to the rights you have under the consumer protection laws of your province, including Ontario's consumer protection laws and, in Québec, the legal warranty of quality and the warranty of good working order under the Consumer Protection Act. Nothing in this document removes, waives or limits those rights. Where this document and the law differ, the law wins.

1. Who gives this warranty

This warranty is given by SmartSource ("we", "us"), an online store based in Mississauga, Ontario, that sells refurbished and new electronics at thesmartsource.ca. "You" means the person who bought the device from us, or anyone who later owns the device and can show the original order.

2. What is covered

We warrant that your device will be free from defects in materials and workmanship under normal use for the Warranty Period shown in section 4, counted from the date it is delivered to you. This includes faults with:

- The battery, if it is faulty: it will not hold a charge, swells, or shuts the device off
- The charging port, buttons, speakers, microphones and cameras
- The screen, touch, Face ID, Touch ID or fingerprint sensor
- Wi-Fi, Bluetooth, GPS and cellular connections
- Any other internal part that stops working on its own

The warranty also covers the charger or cable we supplied with the device. The cosmetic grade you bought only describes how the device looks. It decides how long the warranty lasts (section 4), not what it covers.

3. What we will do

If a covered fault appears during the Warranty Period, we will, at our choice:

1. **Repair** the device with quality parts, at no cost to you; or
2. **Replace** it with the same model, in the same or a better grade and the same storage, if a repair is not possible or not practical; or
3. **Refund** the price you paid for the device if we cannot repair or replace it.

We pay for shipping both ways on every approved claim. A repaired or replacement device is covered for the rest of the original Warranty Period, or 90 days from when we ship it back, whichever is longer.

4. How long it lasts

The Warranty Period depends on the grade of the device you bought. It starts on the date your order is delivered. The date in your carrier's tracking is the date we use.

Grade	Warranty Period
Fair, Good	90 days
Excellent, Premium	6 months
New, New Sealed	1 year

The grade is shown on your order confirmation and on the product page. If you are not sure, contact us.

5. What is not covered

This warranty does not cover:

- Accidental damage, such as drops, cracked screens, cracked back glass or dents
- Liquid damage, corrosion or oxidation
- Damage from misuse, abuse, extreme heat or cold, or an incompatible or faulty charger
- Devices that were opened, repaired or modified by anyone other than us or our approved repair partner, or that had parts replaced elsewhere
- Cosmetic wear that matches the grade you bought, or new scratches and marks that do not affect how the device works

- Normal battery ageing. Battery capacity drops slowly with use; that is expected and is not a fault. A faulty battery, as described in section 2, is covered
- Software problems, apps, viruses, jailbreaking, rooting, or unofficial software or firmware
- Loss or theft
- Problems with your carrier, network coverage, or a device your carrier has blocked for an unpaid account after delivery
- Accessories we did not supply, and cases or screen protectors

Accidental damage is what SmartCare+ is for. See section 9.

6. How to make a claim

1. **Contact us.** Email info@thesmartsource.ca or use the claim form at thesmartsource.ca/pages/warranty. Include your order number and a short description of the problem. Photos or a video help.
2. **We check it with you.** We may walk you through a few quick steps first. Many problems are fixed by a settings change or software update.
3. **Ship it.** If it needs to come in, we email you a prepaid shipping label. Pack the device safely and drop it off at the post office.
4. **We fix it and send it back.** Most repairs are done within a few business days of the device reaching us, plus shipping time. We email you at each step.

Before you ship: back up your data, then sign out of iCloud (turn off Find My) or your Google account, and remove the passcode or tell us how to unlock it. We cannot test or repair a locked device. We may need to reset the device during a repair, so data on it can be lost. Please remove your SIM card, memory card and case.

Contact us as soon as you notice the problem, and within the Warranty Period. A fault you report during the Warranty Period stays covered even if the repair finishes after it ends.

7. If the problem is not covered

If we inspect the device and find the problem is not covered, for example accidental or liquid damage, we will tell you why and send you a repair quote. Nothing is repaired or charged without your approval. If you decline, we ship the device back to you.

8. This warranty and our 14-day returns

You can return any device within 14 days of delivery under our Refund Policy. A 15% restocking fee applies to change-of-mind returns. If a device is defective, wrong or not as described, you get a full refund. After 14 days, this warranty takes over for faults. If a device arrives faulty, damaged or not as described, contact us right away and we will make it right.

9. This warranty and SmartCare+

SmartCare+ is our separate, optional protection plan for smartphones. This warranty covers faults that happen on their own. SmartCare+ adds accidental damage, such as cracked screens, drops and liquid, for one repair claim per year, with a set repair fee based on the phone's price. SmartCare+ is repairs only and has its own terms. You do not need SmartCare+ to use this warranty, and buying it does not change this warranty or its length. SmartCare+ is not currently sold for orders shipping to Québec. The warranty covers everyone, Québec included.

10. Is this insurance?

No. This warranty is a promise from SmartSource about the device we sold you. It is not an insurance policy.

11. Limits

To the extent the law allows, our responsibility under this warranty is to repair, replace or refund the device as described above, and we are not responsible for lost data, lost use of the device, or indirect losses. Some provinces, including Québec, do not allow these limits, so they may not apply to you. Nothing in this section limits your statutory rights or our responsibility where the law says it cannot be limited.

12. Where this warranty applies

This warranty covers devices bought from thesmartsource.ca and delivered to an address in Canada. We ship within Canada only for now.

13. Governing law

This warranty is governed by the laws of the Province of Ontario and the federal laws of Canada that apply there. If you live in another province, including Québec, you keep the protections your own province's consumer laws give you, and you may bring a claim in your province.

14. Contact

SmartSource
Based in the Greater Toronto Area, in Mississauga, Ontario
Email: info@thesmartsource.ca
Web: thesmartsource.ca/pages/help
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