



A **TATA** Product

Terms & Conditions Protect Pro For Television



ZipCare Protect Pro

ZipCare Protect Pro

1. ZipCare program is owned and operated by Infiniti Retail Limited (“**IRL**” or “**Croma**”). Tata Digital Private Limited (“**Tata Digital**”) in collaboration with IRL is offering a ZipCare Protect Pro Plan for Television (“**Plan**”) to the Customers (*defined below*) under the “**ZipCare Program**”. The following terms and conditions along with the Word of Honour, constitute a legally binding agreement between You and Tata Digital (“**Service Contract**”) and govern the services provided under the Plan.
2. The Plan is the combination of Extended Warranty Cover with Accidental Damage and Liquid Damage coverage with multiple claims up to a single sum insured which is equal to the device invoice value.
3. The Plan covers
 - a. Accidental Damage & Liquid Damage for the Eligible Product for which the Plan is purchased. The customer shall bear a fixed charge (Processing Fee, *defined below*) of INR 1500 (Indian Rupees One Thousand Five Hundred Only) at the time-of-each Service Request (*defined below*).
 - b. Extended Warranty which is simply an extension of the Manufacturer Warranty/Guarantee (*defined below*) and replicates the terms of the Manufacturer Warranty/Guarantee against Covered Breakdowns (defined below). Extended Warranty Program Cover shall commence post expiry of the Manufacturer Warranty/ Guarantee, without interruptions.
4. Tata Digital in collaboration with IRL, will take care of Your Eligible Product by carrying out the repair works under the Plan. All You need to do is purchase the Plan from IRL at the time of purchase of the Eligible Product.
5. The Plan shall commence along with the Manufacturer Warranty/Guarantee.
6. The Plan covers the expenses relating to repairs & associated costs of the Covered Products, subject to these terms and conditions of the Service Contract.
7. In order to subscribe to this Plan, You shall be required to pay a Plan fees to IRL at the time of purchase of the Plan (“**Fees**”).
8. You can purchase the Plan from any of the following channels:
 - a. Tata Neu
 - b. Croma Stores
 - c. Croma’s website: www.croma.com
(together “**Sales Channels**”)

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9. Upon payment of Fees, You agree to be bound by the terms of this Service Contract. If You do not agree with the terms of this Service Contract, You have the right to cancel the Plan within 15 (fifteen) days from the date of payment of Fees.
10. In case of any breakdown of your product, please raise a Service Request via any of the following modes:
 - a. Call Centre – **1800 570 0947**
 - b. Email-id - **customersupport@zipcare.in**
 - c. By visiting nearest Croma stores

1. Definitions:

1. **“Act of God”** means an accident or event resulting from natural causes, without human intervention and one that could not have been prevented by reasonable foresight or care. For the purpose of this Plan, Act of God includes lightning, earthquake, storm, cyclone, typhoon, tempests, hurricanes, tornado, tsunami, flood, fire, riots, civil insurrection & inundation, volcanic eruption, epidemics, pandemics or other convulsions of nature.
2. **“Accidental Damage”** means any sudden, unintentional and unexpected damage to a Covered Product caused by an external means other than liquid that results in the Covered Product not being able to function in its intended manner of Normal Use.
3. **“Balanced Sum Assured”** means Sum Assured/ Fair Market Value (as applicable) minus the total cost of repairs under previous Service Requests, if any.
4. **“Beyond Economic Repair (BER)” or “Total Loss”** At the time-of-Service Request, if the repair estimate amount is more than 75% (seventy-five percent) of the Sum Assured or if the device is not repairable due to any reason.
5. **“Breakdown”** means any mechanical, electronic and/or electrical defects and/or failure of a Covered Product and Accidental Damage and Liquid Damage to the Covered Product, that causes it to not function in its intended manner.
6. **“Customer or You or Your”** means the person/entity who has purchased the Plan from the Sales Channels and whose name appears on the invoice.
7. **“Covered Breakdown”** means the Breakdown covered by the Manufacturer’s Warranty/Guarantee during the Manufacturer’s Warranty/Guarantee Period. The Covered Breakdown will vary for each Covered Product in accordance with the Manufacturer’s Warranty/ Guarantee for the said Covered Product.

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8. **“Cover Period”** means period between the Plan start date and the Plan end date as specified in the Word of Honour. The Plan starts from the date of invoice of the device for a minimum period of 3 (three) years and for a maximum period of 4 (four) years.
9. **“Covered Product”** means the Eligible Product covered under the Plan and as specified in the Word of Honour.
10. **“Eligible Product”** means Televisions.
11. **“Fair Market Value (FMV)”** Fair Market Value is defined as 75% (seventy-five percent) of the Sum Assured between 0-365 (zero-to-three hundred sixty five) days of device purchase date; 60% (sixty percent) of the Sum Assured between 366 to 730 (three hundred sixty six-to-seven hundred thirty) days of device purchase date; 45% (forty-five percent) of the Sum Assured between 731 to 1095 (seven hundred thirty one-to-one thousand ninety five) days of device purchase date and 30% (thirty percent) of the Sum Assured for 1096 (one thousand ninety six) days or more from the device purchase date. The Fair Market Value shall be calculated as per the depreciation grid below only for Accidental Damage & Liquid Damage coverage:

Timeline (days from the date of purchase of the Plan)	Fair Market Value (FMV)
0 - 365	75% of the Sum Assured
366 - 730	60% of the Sum Assured
731 - 1095	45% of the Sum Assured
1096+	30% of the Sum Assured

12. **“Liquid Damage”** means any unintentional damage caused to the Covered Product by an accidental spill of liquids in/on the Covered Product that results in it not being able to function in its intended manner of Normal Use.
13. **“Manufacturer Warranty/Guarantee”** means the original warranty given by the respective manufacturer in respect of an Eligible Product.

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14. **“Manufacturer’s Warranty/Guarantee Period”** means the uninterrupted period of the Manufacturer’s Warranty cover with a minimum period of 2 (two) years and a maximum period of 3 (three) years as stated in the original official Manufacturer’s Warranty certificate or publication.
15. **“Extended Warranty Cover”** means an uninterrupted extension of Manufacturer’s Warranty/ Guarantee terms by a continuous period of 1 (one) year, starting from the date of expiry of Manufacturer’s Warranty/ Guarantee with the cumulative period of Manufacturing Warranty/ Guarantee and Extended Warranty Cover not exceeding 4 (four) years from the date of purchase of the Plan, as per the Plan opted by You.
16. **“Normal Use”** means use of the Eligible Product in accordance with the manufacturer’s guidelines for the Eligible Product usage including but not limited to regular maintenance & upkeep of the Covered Product.
17. **“Original Equipment Manufacturer (OEM)”** means the original manufacturer involved in manufacture and production of the Covered Product.
18. **“Processing Fees”** refers to the fixed fee equal to INR 1500 (Indian Rupees One Thousand Five Hundred), payable by the Customer upon raising each Service Request under the Plan for Accidental Damage and Liquid Damage coverage.
19. **“Repair Assistance Service Provider”/ “RASP”** refers to an organization or company or person that shall repair Covered Products under the Plan, manage Service Request and associated customer care services. For the purpose of the Plans offered under the ZipCare Program, IRL shall be the exclusive RASP.
20. **“Replacement Value”** means the cost of replacement of the Covered Product or Balanced Sum Assured subject to applicable FMV /depreciation and deductible, if any whichever is lesser.
21. **“Service Request”** means each individual request raised by the Customer to repair the Covered Product.
22. **“Sum Assured”** means the total coverage amount under the Plan and shall be equal to the invoice value of the Covered Product. Invoice value shall mean the price mentioned on the purchase invoice of the Covered Product excluding any payment card discount/bank discounts/or any other discounts.
23. **“We or Us or Our”** means the issuer of the Plan i.e. Tata Digital.
24. **“Word of Honour”** means a certificate issued by RASP to a Customer to confirm his/her membership under the Plan.

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2. CONDITIONS OF ZIPCARE PROTECT PRO PLAN FOR TELEVISIONS:

1. You must be 18 (eighteen) years of age at the time of purchase of the Plan.
2. The Plan is available for Eligible Products and is available only in select cities in India as determined by RASP.
3. The Plan is applicable on Your address of purchase of the Covered Product or in case of change in such address, only if such address is serviceable ("Service Address"), as confirmed by RASP.
4. The Plan is applicable to Eligible Products purchased as new. The Plan will not cover any products purchased as 'second hand' or 'refurbished'.
5. The Plan can be purchased for all Eligible Products that carry a minimum Manufacturer Warranty/Guarantee of 24 (twenty-four) months. Manufacturer's Warranty must begin on the date of purchase of the Eligible Product.
6. The Plan is only applicable for Eligible Products and Tata Digital reserves the right to reject any Service Request under the Plan if the Covered Product has been repaired by any unauthorised third party, prior to You purchasing the Plan or raising any Service Request under the Plan.

3. TERM OF ZIPCARE PROTECT PRO FOR TELEVISIONS (EXTENDED WARRANTY AND ACCIDENTAL DAMAGE AND LIQUID DAMAGE) PLAN

1. The tenure of the Plan is 36 (thirty-six) Months or 48 (forty-eight) months starting from the device invoice date.
 - a. The tenure of respective coverages under the 36 (thirty-six) months Plan is as follows:
 - A) Accidental Damage and Liquid Damage coverage for 3 (three) Years from the date of purchase of device.
 - B) Extended Warranty Cover for 1 (one) Year which starts immediately after expiry of 24 (Twenty-Four) months of the Manufacturer Warranty.
2. The Tenure of respective coverages under the 48 (forty-eight) months Plan is as follows:
 - A) Accidental Damage and Liquid Damage coverage for 4 (four) Years from the date of purchase of device.
 - B) Extended Warranty Cover for 1 (one) Year which starts immediately after the expiry of 36 (thirty-six) months of the Manufacturer Warranty.

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4. KEY FEATURES:

4.1 What is covered under the ZipCare Protect Pro Plan for Televisions?

1. The Plan covers Accidental Damage and/or Liquid Damages to the Covered Product subject to payment of Processing Fees.
2. The Plan covers Breakdowns of the Covered Product, to the extent such Breakdown is a Covered Breakdown.
3. The Plan covers the following components of a Covered Product:
 - A) Cost of parts.
 - B) Cost of labour.
 - C) Cost of delivering the service at home or cost of transporting the Covered Product for repair.
4. You can make multiple Service Request during the Cover Period with the total claim value under the Plan for Extended Warranty Cover and Accidental Damage and Liquid Damage, together not exceeding the Sum Assured.

4.2 What is not covered under ZipCare Protect Pro Plan for Television?

1. The specific exclusions as listed under the section 4.8 'List of Exclusion' below shall not be covered under the Plan.

4.3 Replacement or Payment of Balanced Sum Assured, as Applicable under ZipCare Protect Pro Plan for Televisions

1. Replacement of the Covered Product or payment of Balanced Sum Assured under the Plan:
 - A) Replacement of the Covered Product or the payment of Balanced Sum Assured shall be carried out by RASP as per the terms and conditions of this Service Contract.
 - B) A Covered Product is not eligible for replacement, where the Replacement Value is higher than the Balanced Sum Assured subject to applicable FMV/depreciation and deductible, if any.
 - C) A Covered Product becomes eligible for replacement upon the occurrence of either of the following conditions:
 - a. Total Loss/ Beyond Economic Repair; or
 - b. If under a Service Request, the Covered Product cannot be repaired within specific turnaround timelines ('TAT'), the applicable TAT is 28 (twenty-eight) calendar days. TAT will be calculated from the date of pickup of the Covered Product to the date of delivery of the Covered Product to the Customer.
 - D) Upon occurrence of either of the scenarios above, RASP will replace the Covered Product with another product of the same or similar make and model, with equal features and functionality with the price of the replacement product up to the value of the Balanced Sum Assured derived after deduction of cost of inspection and cost of transportation incurred by RASP from Balanced Sum Assured, on or before the replacement and communicated to the Customer subject to applicable FMV/ depreciation and deductible, if any.

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- E) Where it is not possible to replace a Covered Product, You will be provided with a Croma gift card up to the value of the Balanced Sum Assured derived after deduction of cost of inspection and cost of transportation incurred by RASP from Balanced Sum Assured, on or before the replacement and communicated to the Customer subject to applicable FMV/ depreciation and deductible, if any.
- F) On replacement or issuance of Croma gift card (as applicable), the Plan will terminate and the Covered Product will become the property of RASP.

4.4 Cancellation & Refund

1. You shall have the option to cancel the Plan within 15 (Fifteen) days from the date of purchase of the same, subject to You not having availed any Service or reported any Service Request under the Plan. You can cancel the Plan by visiting any Croma stores or Croma.com or by contacting Croma's customer care number 1800 570 0947 or email at: customersupport@zipcare.in
2. The Plan will automatically be cancelled once the purchase order of the Covered Product is cancelled or returned by You within 15 (fifteen) days from the purchase of Plan. Upon cancellation of the Plan within the aforementioned cancellation period of 15 (fifteen) days, the total Fee paid by You towards the Plan will be refunded to You.

4.5 Gift

1. Transfer of the Plan is allowed in cases of gifting, where You may have purchased the Eligible Product in Your name, however the end user of the Eligible Product is someone else.

4.6 Service Request

1. RASP shall be the point of contact for a Service Request.
2. You can raise multiple Service Requests during the Cover Period provided that maximum liability of all Service Requests put together is limited to the Sum Assured. If your Covered Product is not functioning normally, please check the settings on Your Covered Product and ensure they are configured correctly.
3. Please read this Service Contract carefully to check whether the damage is covered under this Plan.
4. If You believe that the Breakdown/damage is covered under this Plan, please call on 1800 570 0947 or email at customersupport@zipcare.in or by visiting www.croma.com or contacting nearest Croma store within 7 (seven) days of the occurrence of such damage and raise a Service Request.

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4.7 Service Modes

1. At Home Repair: RASP will repair the product at Your home. Where the Covered Product is not repairable at home, We, through our RASP will arrange for a pickup of the Covered Product from Your home, arrange for the repair and delivery of repaired product back to Your home.
2. Pick-up & Drop: We through our RASP will arrange for a pickup of the Covered Product from Your home, arrange for the repair and delivery of repaired product back to Your home.
3. Mail-In: Locations where Pick-up and Drop service is not available, We through our RASP will arrange for a courier pick-up, arrange for the repair and delivery of repaired product back to You.
4. Carry-In services: You can bring the Covered Product for repairs to the nearest Croma Store.

4.8 List Of Exclusions

Sr. No.	Exclusions
1.	Consumable plastic parts, accessories, software issues, data loss etc. Any loss or damage to any consumable items, attachments or accessories related to the Covered Product such as any SIM card, memory card, protective cases, stylus, software (including programs, data and user settings), modem, scanner, printer, earphones, adapter, keyboard, mouse or charger are not covered
2.	Theft or burglary
3.	Unauthorized repairs during manufacturing warranty
4.	Damage caused by unauthorized modification, alteration, adjustment, repair, service or installation by unauthorized personnel
5.	Loss or damage or replacement of any accessory or consumable item including but not limited to batteries, bulbs, plugs, cables, ribbons, belts, tapes, fuses, filters, toner or software
6.	Defect due to normal wear and tear
7.	Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modifications

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8.	Damage resulting from power outage, power surges or drips, fluctuating voltage, inadequate or improper voltage or current as well as mechanical or electrical breakdown caused by overloading, strain, overrunning, freezing, excessive pressure, short-circuiting, heating. And Damage to the product caused by it undergoing any heating process or any process involving the application of heat or fire
9.	Battery blast and burns, Damage/failure caused before or during transportation or improper storage or transportation including cost of transporting the product to and/or from the place of repair and Damage due to battery bulging or battery leakage or low battery backup or charging issues or heating issues is not covered
10.	Service of product on which the manufacturer's label or logo, rating label or serial number have been defaced or removed or have been modified is not covered
11.	No cover for consequential losses/ legal liability of any kind
12.	Loss or damage arising out of any external cause, including but not limited to fire, theft, explosion, acts of God perils, riots/strike/malicious damage- act of terrorism, corrosion, rust, , animal/insect damage, entry of foreign bodies etc
13.	Loss or damage due to misplacement, misuse, reckless, abusive, wilful or intentional conduct associated with handling and use of the Covered Product
14.	Loss or damage for which the manufacturer of the product is responsible under a guarantee and/or warranty/conditions
15.	Inconsequential aspects such as noises, vibrations, warpage, oil seepage and sensations that do not lead to dismal performance of the product
16.	Loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the Customer and/or Customer's family and/or Customer's employees. Failure of parts which are subject to recall by manufacturer of the product
17.	The cost of repairing, restoring or reconfiguring computer software.
18.	Loss or damage due to corrosion, rust, blockages or dust
19.	Use of batteries, charger and / or accessories not approved by the manufacturer, incorrect electrical leads or connection

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20.	Loss or damage due to use of non-genuine parts
21.	Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
22.	War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of any government or public local authority
23.	Any loss or damage that arises when the Zipcare Protect Pro Cover is not in force due to any reason whatsoever
24.	Any claim falling beyond the Cover Period
25.	Loss or damage arising out of modification or alteration of any nature made in the electrical circuitry and/or physical/structural construction of the Product
26.	Where repair work is carried out by persons/agency that are not authorized by the manufacturer
27.	Loss or damage to the Covered Product due to unauthorised accessories used in connection with the Product that were not supplied at the time of purchase of the product by the Customer
28.	Apple brand products are excluded
29.	Loss or damage due to or consequent upon wear and tear and/or gradual deterioration of the Covered Product
30.	Loss or damage arising out of improper or abnormal electrical/gas/water supply or signal connection to the product
31.	The cost of repairing, restoring or reconfiguring software
32.	The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
33.	Cosmetic damage to the Covered Product including but not limited to scratches, dents, damages to paint work and broken plastic on ports, provided the said damages do not affect normal functionality of the Covered Product

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34.	Costs if no fault is found with the Eligible Product
35.	Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty
36.	No PMS (Preventive Maintenance Service) coverage would be provided
37.	Mechanical and/or electrical breakdown caused by overloading, strain, overrunning, freezing, excessive pressure, short-circuiting or heating of the Insured Asset will not be covered
38.	Products which are used for Commercial purposes/work/hire/rental purposes
39.	Any circumstance, fact or matter of which the original insured was or ought reasonably to have been aware prior to the commencement of the Policy Period
40.	Any loss of data stored in the Covered Product, or costs related to re-creation of such stored data

5. GENERAL TERMS AND CONDITIONS:

5.1 Customer Representation, Obligations & Covenants

1. You hereby represent that:
 - a. You have the legal capacity and You agree to comply with the terms of the Service Contact.
 - b. You are not under the age of 18 (eighteen).
 - c. The information and documents provided by You for the purpose of the Plan is true, accurate, current, complete and not misleading.you will maintain the accuracy of such information and promptly notify Tata Digital of any change.
 - d. You will maintain the accuracy of such information and promptly notify Tata Digital of any change.
 - e. You will comply with the applicable law, as may be relevant for the purposes of this Plan.

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2. You hereby understand and acknowledge that:
 - a. If You receive a benefit under a Service Request, as contemplated under these terms & conditions of the Service Contract and it is later discovered that the Service Request was dishonest, fraudulent or false, Tata Digital shall have the right to and will take steps to recover the costs associated with the Service Request from You.
 - b. It shall be Your responsibility to properly maintain, store and use the Covered Product according to the manufacturer instructions and take all reasonable steps as may be prescribed by the manufacturer.
 - c. It shall be Your responsibility to de-install all add-ons and/or accessories from the Covered Product and maintain backup copy of all software and data stored in the Covered Product, before providing the same to RASP for services.
 - d. RASP on behalf of Tata Digital may engage third parties for the fulfilment of the services under the Plan.
3. You hereby undertake to:
 - a. Strictly comply with the terms & conditions contained in this Service Contract.
 - b. Pay the Processing Fee of INR 1500/- (Indian Rupees One Thousand Five Hundred Only) to initiate each Service Request for Accidental Damage and/ or Liquid Damage. Any delay in payment of Processing Fee will delay the service accordingly.
 - c. Cooperate with Tata Digital's representatives/ Repair Assistance Service Providers and provide a copy of the complete set of requisite documents, as may be required from time to time, including at the time-of-Service Request. If the serial/IMEI number of the Covered Product has changed due to repairs or replacement by the manufacturer/retailer, please provide us with a copy of the swap letter that clearly mentions the current and old serial/IMEI number of the product.
 - d. Correctly select the right Plan for Your product based on condition, price and purchase location.
 - e. Report and raise the Service Request with our RASP, within 7 (seven) calendar days of its occurrence beyond which such request may be liable to be rejected.
 - f. Provide RASP full access to the Covered Product in order to effect necessary adjustments and repairs.

5.2 Privacy Policy and Data

1. We care about data privacy and security. Please review our Privacy Notice <https://www.tatadigital.com/privacy-policy>
2. By choosing to avail the services offered under the Plan, You hereby:
 - a. Agree to be bound by our Privacy Notice and the service-specific terms, which are incorporated into this Service Contract.
 - b. Consent to the collection, use, and disclosure of Your personal data by Tata Digital with their authorized third-party agents, Repair Assistance Service Providers, insurer (if any), affiliates, suppliers, vendors for the purpose of providing You the requisite services under the Plan or as may be required under applicable law.
 - c. Consent to Tata Digital or its Repair Assistance Service Partners recording phone calls between You and service provider on the helpline number set out in under Service Request section (4.(iv)) above, in order for Tata Digital to inter alia (i) provide a record of the instructions received from You and to share the same with our authorized service partners, if required, (ii) to monitor quality standards, (iii) training purposes, and (iv) meet legal and regulatory requirements.

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- d. Consent to receiving periodic communications from Tata Digital and/or its Repair Assistance Service Partners, pertaining to information regarding our offers, product features & services.

5.3 Tata Digital's Service Assurance

1. In the event Your Covered Product undergoes Breakdown or damage (Accidental and/or Liquid), Tata Digital through its RASP will undertake to get Your Covered Product repaired.
2. Subject to the other terms and conditions mentioned in the Service Contract, Tata Digital provides committed timelines for repairs of Covered Products. However, where the delay in repairs is due to:
 - a. Delay from Your end in providing access to the Covered Product to us/our representatives/our RASP when we request You to provide such access for repairs; any delay in providing access to the Covered Product will extend the commitment by the delayed period.
 - b. Delay by You in providing the Processing Fee amount to the RASP to initiate Your Service Request for Accidental Damage and/ or Liquid Damage.
 - c. Delay by You in providing the correct documentation to us on time when we request You for it; any delay in handing over the correct documentation to us will extend the commitment by the delayed period.
 - d. Delay in Your response, beyond reasonable time, to our request(s) for any relevant information regarding the Covered Product or to any other information sought by us to process Your Service Request quickly; any delay in responding to us in a timely manner will extend the commitment by the delayed period.
 - e. Delay in repairs is due to global events where supply of spare parts is impacted due to large-scale disruptions, committed TAT will also extend.

5.4 Miscellaneous:

1. Any marketing brochures, banners or material are meant purely for educating customers about the features and terms of the Plan and they have no commercial value.
2. This Service Contract is the complete and exclusive agreement between issuer of the Plan i.e. Tata Digital Private Limited and the Customer relating to the subject matter hereof. Any additional services offered or made available by resellers, distributors, customer service providers, RASP or others, shall not be binding upon us. Tata Digital neither endorses nor makes any warranties, guarantees or assumes responsibility, whether express or implied, in connection with the merchantability or fitness of these additional services and You hereby undertake to not hold Tata Digital liable for any loss/harm incurred by You on account of You availing such additional services from the resellers, distributors, customer service providers, RASP or other such third parties.
3. This Plan is offered and valid only in the Republic of India. This Plan may not be available in all jurisdictions and is not available where prohibited by law.

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4. We reserve the right to make changes or modifications to these terms & conditions of the Service Contract at any time and for any reason. We will alert You about any changes by updating the “Last updated” date of the Service Contract and You waive any right to receive specific notice of each such change. It is Your responsibility to periodically review these terms & conditions of the Service Contract to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised terms & conditions of the Service Contract by Your continued use of the services provided under the Plan, after the date such revised terms and conditions of the Service Contract are posted.

5.5 Termination:

1. Any condition, act or omission of the Customer that voids the Manufacturer Warranty/Guarantee shall also result in termination of the Plan.
2. Tata Digital will terminate the Service Contract if the Customer at any time:
 - a. Is in violation of applicable law as may be relevant to the use of the Plan;
 - b. Has breached the Service Contract terms, or has failed to act in good faith, openly, honestly and in a bona fide manner towards Tata Digital or the Repair Assistance Service Provider.

5.6 Governing Law:

This Service Contract and the terms contained herein are governed by and will be construed in accordance with the laws of India, without regard to its conflict of law principles. Courts at Mumbai shall have exclusive jurisdiction to hear any disputes arising under or in connection with this Service Contract.

5.7 Dispute Resolution- Arbitration:

1. To expedite resolution and control the cost of any dispute, controversy or claim related to this Service Contract, brought by either You or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute informally for at least 90 (ninety) days before referring the dispute to the court of law.

5.8 Limitation of Liability

1. In no event will we or our directors, employees, RASP or agents be liable to You or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data or other damages arising from Your use of the Plan.
2. Tata Digital disclaims all implied warranties of merchantability, fitness for a particular purpose and non-infringement. Tata Digital's total liability under the Service Contract shall not exceed the total Fee paid by the Customer towards purchase of Plan.

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5.9 Indemnification

You agree to defend, indemnify and hold Tata Digital and its Repair Assistance Service Provider(s) harmless, including their respective subsidiaries, affiliates and all their respective officers, agents, partners and employees, from and against any loss, damage, liability, claim or demand, including reasonable attorney's fees and expenses, made by any third party due to or arising out of:

1. Any wrongful act or omission attributable to You in relation to the usage of the Plan;
2. Any wilful misconduct, gross negligence or fraud committed by You;
3. Breach of this Service Contract;
4. Any breach of Your representations, obligations and covenants set forth in this Service Contract;
5. Your violation of the rights of a third party, including but not limited to intellectual property rights; or any overt harmful act toward any of our employees, representatives or agents, in each case, with who You connected for the purpose of the Plan. Notwithstanding the foregoing, we reserve the right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify us and You agree to cooperate, at Your expense, with our defence of such claims. We will use reasonable efforts to notify You of any such claim, action or proceeding which is subject to this indemnification upon becoming aware of it.



A TATA Product



1800 570 0947



customersupport@zipcare.in