



A TATA Product

# Terms & Conditions

## ZipCare Maintain Setup Service



# Terms of Service

1. **Agreement Between Parties:** It is an agreement for the licensed products which contains the terms and conditions of which have been abstracted in this document.
2. **We, Us, Us, It:** It means and includes either Oracle, Oracle Cloud Managed Services, our affiliates, associates and service provider.
3. **Terms of Service:** It shall mean and include the terms which are specified in the document which may be referred as "Terms of Service" or "Agreement".
4. **Licensed Product:** It means products which may be specified under clause 1.
5. **My User:** The person who buys our (ORACLE) products shall (ORACLE) that person shall be referred hereinafter as user/customer.
6. **Service Plan:** It shall mean and include one or more plans which are specified under clause 1.
7. **Oracle:** It means the original source that has been used to partly or entirely create/develop for the licensed products, for which you have purchased a (ORACLE) maintenance shall (ORACLE).
8. **Purchase Price:** It means the purchase price of the option plan./ services specified in the license.

## Introduction and Details of the Plan

This comprises of a software service plan for your laptop's health and operational performance. This plan will support in increasing the laptop's disk utilization if there frequent software downloads due to virus or other malware. It will additionally keep your data secure against operational loss or corruption.

The details about the service offered are elaborated under [here/here/here](#)

## ZipCare Laptop Support for 3 Years

### Software Services Which are Offered Under the Plan:

1. Assistance with setup and configuration of your laptop.
2. Formatting of printer & networking devices with drivers.
3. Support with restoring your Windows Operating System to new laptop models.
4. Back up / Transfer of data from various hardware.
5. Virus & Malware Removal Assistance, diagnosis & removal of virus & malware.
6. Reg removal and defragmentation of drives to optimise the laptop speed.
7. Support for installation of third party applications of users.

### Covered Under the Plan:

1. It will include unlimited remote assistance for any laptop software support services mentioned above.
2. It will include unlimited on-site assistance for any laptop software support services mentioned above at any of our store service centre.
3. It will include on-site technician visit for printer (within the radius of a nearby service store).

## ZipCare Laptop Support for 3 Years

### Exclusions Under the Plan:

This plan does not provide the following components:

1. **Phone software support and installation issues** - This plan does not provide support for any issues of software installation or software-related issues.
2. **Hardware repair and replacement support** - Customers are eligible for software support only for their newly purchased laptop from ZipCare. This plan does not incorporate any assistance or support for any hardware parts for laptop.
3. **Cost of software** - Any software required to be purchased while availing the software support, the cost of that software to be borne by the customer.

### Validity:

This plan is valid for a 3-year period from the date of purchase.

\*Cost of software to be borne by the customer

## ZipCare Laptop Support for 1 Year

### Software Services Which are Offered Under the Plan:

1. Assistance with setup and configuration of your laptop.
2. Setting up of printer & networking devices with drivers.
3. Support with restoring your Windows Operating System to new laptop models.
4. Back up / Transfer of data from various hardware.
5. Virus & Malware Removal Assistance, diagnosis & removal of virus & malware.
6. Reg removal and defragmentation of drives to optimise the laptop speed.

### Covered Under the Plan:

1. Technicians visit will be given at home for 1 year\* (\*within the value of a yearly income cap)
2. Unlimited remote assistance will be given for any laptop software support services.
3. 24 hours in-store support.

### Exclusions Under the Plan:

This plan shall not provide the following components:

1. Physical hardware support and replacement - (Items covered will support for any case of UNAUTHORIZED PHYSICAL SOFTWARE related issues)

## ZipCare Laptop Support for 1 Year

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- 1. Hardware repair and replacement support - Customers are eligible for software support only for their newly purchased laptop. Note: this plan does not incorporate any assistance or support for any hardware parts for laptop.
- 2. Cost of software - Any software required to be purchased while availing the customer support, the cost of that will to be borne by the customer.

### Validity:

This plan will be applicable for 1 year only.

## ZipCare Printer Setup

### Software Services Which are Offered Under the Plan:

1. Printer setup
2. Working with devices
3. Troubleshoot printing

### Covered Under the Plan:

1. Any installation and support of related devices is covered under the plan.
2. One-time software support

### Exclusions Under the Plan:

This plan shall not provide the following components:

1. **Printed software support and related issues** - This plan cannot cover support for any form of UNAUTHORIZED SERIALS OR SOFTWARE related issues
2. **Hardware repair and replacement support** - Customers are eligible for software support only for their newly purchased laptop. Thus, under this plan does not incorporate any assistance or support for any hardware parts for laptop.
3. **Cost of software** - Any software required to be purchased while availing the services support, the cost of that software to be borne by the customer.

## ZipCare Printer Setup

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### Validity:

This plan will be applicable for one time only and the one-time validity and the validity expires once the service has been completed by the ZipCare Technician.



# ZipCare Laptop Servicing

## Software Services Which are Offered Under the Plan:

1. Remote check-up
2. Virus removal
3. Security/optimization
4. Email Management
5. Optimizing System Settings

## Covered Under the Plan:

1. Only installation and support of software is covered under the plan
2. One-time software support

## Exclusions Under the Plan:

This plan shall not provide the following components:

1. **Hardware software support and related issues** - Hardware support and support for any parts of unmanufactured or untested parts related issues
2. **Hardware repair and replacement support** - Customers are eligible for software support only for their newly purchased laptop from Zipcar. This plan does not encompass any assistance or support for any hardware (parts for laptop)
3. **Cost of software** - Any software required to be purchased while availing the services support the cost of that cost to be borne by the customer

## ZipCare Laptop Servicing

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### Validity:

This plan will be applicable for one time only and the one-time validity and the validity expires once the service has been completed by the ZipCare Technician.

## ZipCare Antivirus Support

### Software Services Which are Offered Under the Plan:

1. Virus removal
2. Malware installation\*
3. Malware removal
4. Software updates

### Covered Under the Plan:

1. Any installation and support of software is covered under the plan
2. Detection, diagnosis & removal of virus & malware
3. Any other software support

### Exclusions Under the Plan:

This plan shall not provide the following components:

1. **Hardware support and replacement issues** - ZipCare cannot avail support for any sort of unavailability in hardware related issues
2. **Hardware repair and replacement support** - Customers are eligible for software support only for their newly purchased ZipCare Plans. Hence, this plan does not incorporate any assistance or support for any hardware (parts for laptop)
3. **Cost of software** - Any software required to be purchased while availing the services support the cost of that use to be borne by the customer

## ZipCare Antivirus Support

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### Validity:

This plan will be applicable for one time only and the one-time validity and the validity expires once the service has been completed by the ZipCare Technician.

\*Antivirus license fee is not included in the plan.

## ZipCare Data Transfer

### Software Services Which are Offered Under the Plan:

1. Data Backup & Transfer
2. Creating Backup Files
3. Data Migration
4. Restoring Factory Settings

### Covered Under the Plan:

1. Data Backup / Transfer of data from various hardware.
2. Create Backup Files on portable storage device
3. Restore data migration.
4. Beyond all the data transfer, the customer will be charged a fee, based on a rate card where rates are defined according to the amount of data to be transferred.

### Exclusions Under the Plan:

The plan shall not provide the following components:

1. Install software, support and related issues - This does not cover support for any sort of UNAUTHORIZED THIRD PARTY SOFTWARE related issues.
2. Hardware repair and replacement support - Customers are eligible for software support only for their newly purchased ZipCare items.

## ZipCare Data Transfer

**Scope:** This plan does not incorporate any assistance or support for any hardware parts or setup.

- **Cost of software:** Any software required to be purchased while using the service support the cost of that use to be borne by the customer.

### **Validity:**

This plan will be applicable for one-time only and the one-time validity and the validity expires once the service has been completed by the System Technician.

\*Storage device needs to be provided by customer

## ZipCare OS Setup

### Software Services Which are Offered Under the Plan:

1. Operating system installation & configuration
2. Initial configuration
3. Driver installation
4. System Optimisation

### Covered Under the Plan:

1. Help installation and support of software is covered under the plan
2. On-site software support

### Exclusions Under the Plan:

This plan shall not provide the following components:

1. **Hardware software support and installation issues** - Customers cannot avail support for any case of unavailability of hardware or software related issues
2. **Hardware repair and replacement support** - Customers are eligible for software support only for their newly purchased laptop. Note: This plan does not incorporate any assistance or support for any hardware (parts for laptop)
3. **Cost of software** - Any software required to be purchased while availing the services support the cost of that software to be borne by the customer

## ZipCare OS Setup

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### Validity:

This plan will be applicable for one-time only and the one-time validity and the validity expires once the service has been completed by the ZipCare Technician.



## ZipCare Laptop Setup

### Software Services Which are Offered Under the Plan:

It includes basic software servicing services like:

1. Operating system installation & configuration
2. Windows Recovery/ file on portable storage device\*
3. Operating system ("Windows back up")
4. Antivirus/anti
5. One-time device setup
6. Operating system configuration
7. Device training & demo
8. Software installation
9. Mail box setup
10. Data migration\*

### Covered Under the Plan:

1. This is applicable for home and non-home customers.
2. Only the installation and support of software is covered in this plan.

## ZipCare Laptop Setup

### Exclusions Under the Plan:

This plan does not include the following components:

1. Cost of software - Any software required to be purchased while using the services support the cost of that use to be borne by the customer
2. Printed software support and installation issues - Does not include support for any form of unauthorised or illegal software that causes system issues
3. Hardware repair and replacement support - Customers are eligible for software support only for their newly purchased laptop from Zipcare. This plan does not incorporate any assistance or support for any hardware parts for laptop.

\*Hardware storage devices to be provided by customer

### Validity:

This plan will be applicable for one time only and has one-time validity, and the validity expires once the service has been completed by the Zipcare Technician.

## ZipCare Free Pc Setup

### Software Services Which are Offered Under the Plan:

1. One-time remote setup
2. Operating system configuration
3. Remote training & demos
4. Software installation

### Covered Under the Plan:

1. One-time software support
2. Help installation and support of software is covered under the plan

### Exclusions Under the Plan:

This plan shall not provide the following components:

1. Hardware repair and replacement support - Customers are eligible for software support only for their newly purchased laptops from Zipcar. This plan does not include any assistance or support for any hardware parts for laptop
2. Third software support and related issues - Customers cannot seek support for any 3rd party software or related issues
3. Non-Zipcar customers - Customers who have not bought new laptops from Zipcar stores or website will not be eligible to avail the service

## ZipCare Free Pc Setup

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1. Cost of software - Any software required to be purchased while availing the services support are to be borne by the customer

### Validity:

1. This plan has one-time validity and the validity period starts from the service has been performed by the Engineers / Technicians.

## ZipCare Remote Setup for Laptop

### Covered Under the Plan:

1. Remote and installation including:
  - a. Installation and sign in
  - b. Finding an issue/feature and specifications
  - c. Windows software
2. File and folder management
3. Windows Defender/ Firewall/ antivirus activation
4. Email configuration
5. Firewall software installation (pre-installed/ pre-purchased)
6. PC Performance

### Not Covered Under the Plan:

The plan shall not provide the following components:

1. Hardware repair and replacement support - Customers are eligible for software support only for their newly purchased laptop from Zipcare. This plan does not include any assistance or support for any hardware parts for laptop.
2. Physical software support and installation issues - Customers cannot avail support for any software/hardware related issues. Non-remote related issues.
3. Cost of software - Any software required to be purchased while availing the services support are to be borne by the customer.
4. Installation of unauthorized application

## ZipCare Remote Setup for Laptop

1. [View service for Apple laptops \(MacBooks\) laptops from Apple](#)

### Validity:

This plan is valid up to 90 days from the date of delivery of laptop and the validity expires once the service has been completed by the ZipCare Technician.

### Additional Terms Governing the Service Plans

Notwithstanding anything which was mentioned hereinabove, the Service Plans shall be subject to the following terms:

1. Service on which any of the Service Plans will be used should be in proper working condition and must function properly.
2. Though we would take all required and necessary steps to transfer the data successfully with there might be some situation beyond our power and control such as power failure during transfer, hard-disk failure during transfer, data transfer cancelled, cable malfunction, user involvement in the process or misunderstanding by the user, or any other operation or function conducted by the user or the user during the transfer process.
3. We shall in no situation be held liable in any way for partial or complete loss of any value informed data which might be deleted due to the anti-virus operation or the user device.
4. Notwithstanding anything mentioned hereinabove, we shall not be held liable in any way for to any loss which includes the removal, loss, removal, deletion, partial or complete loss of data during the process of such removal of data from one device to another as may be agreed under any of the above stated Service Plans.
5. Any process which requires hard or pen drive and such hard or pen drive is transferred or provided to any person including transfer of data file which might in turn result in loss of data either partially or completely, that in such a scenario we shall not be liable for restoring the original data.
6. Any use of pen drive which comprises of the necessary file shall not be used for storing any other data or for any other purpose.

## ZipCare Remote Setup for Laptop

1. The hardware provided through the Service that is connected to the Internet shall be compatible on licensed software only. No use of software or other programs shall be a greater version than the licensed through any of the Service Plans. In case there is a pre-existing copied software in the device on which any of the Service is being done which may result in any issue, we will not be able to provide any support. It would be your responsibility to provide a clean device to our technicians to install software.
2. Whenever possible we may provide remote services however one should still have a broadband connectivity for the device which will be a part of the Service. It is recommended to a customer if the customer requests for home visit from the technicians, you/customer shall be responsible to purchase a separate plan for home visit at the guest cost. The home visit plan shall charge some cost and above the regular per purchased by the government/customer.
3. You shall be responsible at all times to maintain the credentials (username, password, mobile number for SMS) for all the original software licenses or for the device. We shall not be held accountable for any issue that may arise including failure to access the software/device due to loss of credentials.

### Limitation of Liability:

Notwithstanding anything which is stated in the Terms of Use, the total aggregate liability of the ZipCare under this Agreement whether it is a hardware (which including its support) or software (including its support or license or warranty) shall be limited to the replacement, restoration or otherwise for any consequential damages, indirect, special, punitive or other such loss or damage, including but not limited to those such as and/or resulting from loss of data, loss of profits, loss of business, business interruption, non-disclosure of information, disruption of product line, pure economic loss and/or similar losses however arising in connection with the Service, or in connection with the performance or non-performance of the Agreement that submitted to the cost paid which is applicable, purchased/warranty Service Plan.

This limitation of liability cannot in any way be waived or removed by any person. This limitation of liability will be applicable even though you/we have advised through / its representative of the possibility of any such damage or loss if such possibility was reasonably foreseeable.

## ZipCare Remote Setup for Laptop

### Your Responsibility:

You shall at every given time hold responsible to keep the two drive calls without temper with any time for setting up the operating system. If it is seen that the two drive is corrupted with software corruption or loaded with some other software, or it shows signs that drive is bad or vulnerable, we would only be able to reset from our end the drive Windows version. ("format" version which may be different from the original version installed version in the laptop under the concerned plan. Any status otherwise shall not be entertained in any way)

We must backup all data prior to handing over your device/s for sending the hardware. We is not responsible including but not limited for loss, destruction, damage, corruption, recovery, storage or backup of data.

### Modification, Termination & Assignment:

We/Zipcare shall at all point in time have right to modify the terms of service of any service plans including but not shall not be limited to additional terms any plan whether partially or completely and shall not be required to seek any permission or inform any user for the same.

All the plans are cannot be assigned to nature and shall be specific to the device for which it is purchased. The details of the device shall be mentioned the invoice while purchasing the service plans.

Zipcare shall have the right to terminate the services in case the serial number of the laptop or each other device does not match with the serial number as they be specified on the device. In all such instances customer shall not get any compensation or credit against such terminations.

### Miscellaneous:

1. We may in some certain cases or dispute or subsequent the services or part of services provided under any ZipCare terminate all their activities without any prior notice to any user.



## ZipCare Remote Setup for Laptop

1. This Form of Use Agreement is an integrated contract in itself and constitutes the entire agreement between Zipcare and Customer/Client relating to the subject matter hereof. Except any statements or representations which is made by, towards, from or others that are inconsistent with this agreement that they shall not be binding upon Zipcare. The terms of amendment or modification shall be binding, valid and enforceable made in writing and signed by an authorized representative of Zipcare.
2. We shall not be held accountable for delay in furnishing or being to furnish service if such delay is caused by any factors which they be caused by all externalities (such as pandemic, epidemic, riotous, terrorist, governmental action or any other cause beyond Zipcare's control).
3. If any of the provisions of these Terms of Service shall be regarded as invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
4. The marketing brochures are made specifically for advertising purposes about the conditions and terms of ZipCare's MANUFACTURED FOR ZIPCARE and they have no commercial value.
5. Any disputes which might arise in connection with the ZipCare's MANUFACTURED FOR ZIPCARE shall be governed or regulated by the laws of India. The courts of Mumbai shall have the exclusive jurisdiction over disputes arising hereunder.
6. All the rights are reserved with Zipcare.
7. The ZipCare's MANUFACTURED FOR ZIPCARE is intended only when the terms and conditions of them either from creation of the items above both when the item is bought from and Zipcare shall have right to include or exclude any amount/region from the purchase of manufactured items, without seeking any approval from the users.





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