



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 Intel, Intel Capital, Intel, Intel 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 coined as "Terms of Service" or "Agreement".
4. **Licensed Product:** This means products which may be specified under **Clause 1**.
5. **Buyer/ User:** The person who buys our Licensed Products or their authorized user 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. **Master:** It means the original version that has been issued to party as certified vendor/provider for the license agreement, for which you have purchased a Licensed Product or their plan(s).
8. **Purchase Price:** It means the purchase price of the option Plan./ Service specified in the invoice.

## 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 installations 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/this link](#).

## ZipCare Laptop Support for 3 Years

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

1. Assistance with setup and configuration of your laptop.
2. Setup of printer & networking devices with drivers.
3. Support with restoring your Windows Operating System to your laptop machine.
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 optimize the laptop speed.
7. Support for installation of third party application of user.

### 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 or the field.
3. It will include on-site technician visit for printer (within 10km radius of a nearby HP store).

## ZipCare Laptop Support for 5 Years

### Exclusions Under the Plan:

The plan detailed provides the following components:

1. **Phone software support and technical issues** - Offers remote user support for any users of unclassified/limited access email and financial 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 services support, the cost of that will be borne by the customer.

### Validity:

This plan is valid up to 5 years from the date of purchase.

\*Cost of parts & software 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. Setup of printer & networking devices with drivers.
3. Support with restoring your Windows Operating System to your laptop machine.
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 radius of 4 nearby towns only)
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 - claims cannot cover 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 user 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. Only 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 - Offers on-site and call support for any issue of unavailability of software, printer, hardware related issues
2. Hardware repair and replacement support - Customers are eligible for software support only for their newly purchased laptop. From 2020, 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 will 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. Software Reformatting
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. Physical software support and related issues - ZipCare cannot avail support for any sort of unavailability in software or any 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 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 user 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. Anti-virus 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. One-on-one software support

### Exclusions Under the Plan:

This plan shall not provide the following components:

1. **Third software support and related issues** - Customers cannot avail support for any sort of unauthorised/3rd party software related third party related issues
2. **Hardware repair and replacement support** - Customers are eligible for software support only for their newly purchased laptop. From onwards, 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 extra, 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. Third software support and related issues - Customers cannot avail 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 laptop from

## ZipCare Data Transfer

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

1. **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 has one-time validity and the validity expires once the service has been completed by the Support 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. Hardware system
3. Driver installation
4. System Optimisation

### Covered Under the Plan:

1. Only installation and support of software is covered under the plan
2. Hardware software support

### Exclusions Under the Plan:

The plan shall not provide the following components:

1. **Hardware software support and related issues** - Customers cannot avail support for any case of unavailability of hardware parts and related issues
2. **Hardware repair and replacement support** - Customers are eligible for software support only for their newly purchased laptop. From March, 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 cost 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 both software and/or consulting services like:

1. Operating system installation & configuration
2. Windows Recovery/fix on portable storage device\*
3. Operating system ("driver back up")
4. Antivirus/scan
5. Fire-strike device setup
6. Operating system configuration
7. Remote 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 service support the cost of that use to be borne by the customer
2. Third-party support and/or malwares - Claims cannot seek support for any work of third-party/other third-party not through direct means
3. Hardware repair and replacement support - Customers are eligible for software support only for their newly purchased laptop from Zipcare. This plan does not encompass any assistance or support for any hardware parts for laptop.

\*Storage device should 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. Only 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 Stamp. This plan does not include any assistance or support for any hardware parts of the laptop
2. Third software support and related issues - Customers cannot avail support for any third-party software or any software-related issues
3. Non-Stamp customers - Customers who have not bought new laptops from Stamp 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 pertains since 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's nature and specifications
  - c. Windows software
2. File and folder management
3. Windows Defender/ Firewall/ antivirus activation
4. Email configuration
5. Firewall software installation (the needed/ the purchased)
6. I/O 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 at the expense of the customer.
4. Installation of unauthorized application

## ZipCare Remote Setup for Laptop

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1. Setup service for Apple laptops (MacBooks) laptops from Apple

### Validity:

This plan is valid up to 1 month from the date of delivery of laptop and the validity expires once the service has been completed by the ZipCare technician.

## Zippin Maintain – Mobile Setup

### SERVICES WHICH ARE OFFERED UNDER THE PLAN:

Services which are offered under the plan:

1. Initialing & initial setup
2. Items of hardware
3. Basic training on device features
4. Content transfer assistance
5. Installation & updates setup
6. Assistance on data backup & transfer or formatting, all those (limited to Android, Windows One, One to One, One to Android)
7. Initial account creation\*
8. Browser installation through Chrome, Mozilla, etc.
9. Connectivity: Setup with other devices like smartphones, Bluetooth speaker etc. (limited)
10. Advance training on essential features

### COVERED UNDER THE PLAN:

1. Set up assistance
2. Data transfer assistance\*
3. Set up essentials

### SERVICES WHICH ARE OFFERED UNDER THE PLAN:

The plan will not provide the following components:

1. Microsoft software support and related issues – Clients cannot avail support for any sorts of issues/problems/bugs & errors, SOFTWARE related issues.
2. Hardware repair and replacement support – Customers are eligible for software support only for their newly purchased laptops from Zippin. This plan does not incorporate any assistance or support for any hardware parts for laptop.

## ZipCare Remote Setup for Laptop

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1. Cost of software – Any software required to be purchased while using the service support the cost of that are 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 Software.



# Zigcare Maintain – Premium Laptop Setup

## SERVICES WHICH ARE OFFERED UNDER THE PLAN:

It includes best-in-class services like:

1. Best Setup and installation.
2. Anti-theft utility.
3. Data Transfer from old device (Migration & Time Saver).
4. Connected Support: Tying your Mac and your Apple devices in sync.
5. Utilities to apply Mac OS Migration on Mac.
6. Best Windows Apple Migrated Apps Office, Apple stores, Downloads, Apps, Numbers, Photos (etc, Login etc & more)
7. Working on Mac OS (Features & Essential Features).
8. Install / Upgrade / Downgrade OS as per customer need.
9. Best Mac Speed: Installing & enable needed software for your Mac OS™ (Mac Windows can't run)
10. Connected Support: Tying your Mac and your Apple devices (Apple TV, Apple Watch, iPad, Office & more)
11. Drive protection with software.
12. Security: Always Activity Monitor to power running apps in background. Malware support by monitoring & cleaning the system and installing software during your session™. Emptying cache, updating apps & software.

## COVERED UNDER THE PLAN:

1. Unlimited hours & remote support™.
2. 8 hours with during your session to select critical files.
3. Connected Support: Tying your Mac and your Apple devices.
4. Transfer the old setup.
5. Only the installation and support of software is covered in this plan.

## NOT COVERED UNDER THE PLAN

This plan will not provide the following components:

1. Hardware repair and replacement support – Customers are eligible for software support only for their newly purchased devices.

## ZipCare Remote Setup for Laptop

**What covers:** This plan does not include any assistance or support for any hardware parts for mobile

1. Included software support and related issues – Customer cannot avail support for any software/hardware related issues not included under this plan.
2. Cost of software/apps – Any software/apps required to be purchased while availing the service support are to be borne by the customer.
3. Installation of unauthorized application.

### VALIDITY:

This plan is valid upto 1 year from the date of purchase.

## How to Avail the Zipcar Maintain Setup Service

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1. Call us at 800-833-5347 or write to us at [customersupport@zipcar.com](mailto:customersupport@zipcar.com)
2. Schedule an appointment with Zipcar Team.
3. Our expert technicians will connect remotely or visit your device to provide service.  
Following service applications you'll get the full set of post-transaction.

## Additional Terms Governing the Service Plans

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

1. You shall have the option to cancel the *Optimize Database Setup Service* within 30 (thirty) days from the date of purchase of the same, subject to the fee being waived. *Service* or requests for *Service* request under the *Optimize Database Setup Service*. You can cancel the *Optimize Database Setup Service* by contacting Oracle sales or by contacting Oracle's customer care upon cancellation of the *Optimize Database Setup Service* within the aforementioned cancellation period. The fee payable for the *Optimize Database Setup Service* Program will be refunded to you to your original mode of payment, subject to applicable restrictions, if any.
2. Oracle warrants any of the *Service Plan* will be used should be in proper working condition and must function properly.
3. Though we would take all required and necessary steps to transfer the data successfully, still there might be some situation beyond our control and control such as power failure during transfer, hardware failure during transfer, data transfer corruption, cable performance, line congestion in the process or interference by the user, or any other condition or factor mentioned by the user in the write-up during the transfer process.
4. We shall in no situation be held liable in any way for partial or complete loss of any data or information, which might be deleted due to the software operation or the new device.
5. Notwithstanding anything mentioned hereinabove, we shall not be held liable in any way due to any loss which includes the removal, loss, removal, deletion, partial or complete loss of data during the process of soft transfer of data from one device to another as may be specified under any of the above stated *Service Plans*.
6. Any process which requires flash or pen drive and such flash or pen drive is damaged or pinched due to any reason, resulting transfer of other files which might or return result in loss of data either partially or completely, that in such a scenario we shall not be liable for restoring the original data.
7. 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.
8. The *Service* provided through the *Service Plans* which are mentioned in the document shall be compatible on desktop software only. No sort of software or other program which is a pirated version shall be transferred through any of the *Service Plans*. It goes there is a pre-existing copied software on the device on which any of the *Service* is being done which may result in any issues, we will not be responsible to provide any support or resolve any issue arising due to or in connection to such pirated software.

## ZipCare Remote Setup for Laptop

- Wherever possible we may provide remote services however you should still have a broadband connection for the device which will be a part of the service to be conducted. In a scenario 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 given cost. The home visit plan shall charge extra over and above the original plan purchased by the you/customer.
- You shall be responsible at all times to maintain the credentials (password, username, mobile number for SMS alert) 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 or device due to loss of credentials.

### Limitation of Liability:

Notwithstanding anything which is stated in this Terms of use, the total aggregate liability of the ZipCare under this Agreement whether it is a contract which including in respect of the indemnity, shall including negligence or breach of statutory duty, negligence, misrepresentation, restitution or otherwise for any consequences (including, but not limited to direct, special, punitive or other such loss or damage, including but not limited to those such as profit resulting from loss of data, loss of profits, loss of business, business interruption, loss of business information, reputation or goodwill, loss, past, economic loss and/or similar losses, however arising in connection with the services, or in connection with the performance or contemplated performance of the Agreement shall be limited to the most paid which is required, you/customer shall waive them.

This limitation of liability cannot in any way be restricted, removed by any person. This limitation of liability will be applicable even though you/care has advised ZipCare / 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 seems where the drive is lost or vulnerable, we would only be able to reset from our end the latest Windows version. ("Latest" version which may be different from the original version installed version in the laptop under the concerned plan. Any terms otherwise specified for otherwise in any way.)

You 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:

ZipCare shall at all points in time have right to modify the terms of service of any service plans including but it shall not be limited to either increase any plan whether partially or completely, and shall not be required to seek any permission or indemnify any user for the same.

All the plans are cannot be assigned to nature user 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.

Users shall have the right to terminated the services in case the serial number of the laptop or each other device does not match with the serial number which be specified on the invoice. In all such scenarios customer shall not get any compensation or credit against such terminations.

### Miscellaneous:

1. We may in some events assign or delegate or subcontract the services or part of services provided under any ZipCare membership to our affiliates without any prior notice to any user.

## ZipCare Remote Setup for Laptop

1. This Terms of Use Agreement is an integrated contract in itself and exclusive agreement between Zipcare and Customer/Client relating to the subject matter herein. Any statements or representations which is made by, to or for the Customer, Client or others that are inconsistent with this Agreement shall be binding upon Zipcare. The parts of amendments or modification shall be binding, until and unless made in writing and signed by an authorized representative of Zipcare.
2. We shall not be held accountable for delay in furnishing or failing to furnish service if such delay is caused by factors which may be caused by all externalities, strikes, pandemic, epidemic, war, riot, terrorism, natural, 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 within the territorial limits of their nation from issuance of the license. Zipcare holds all the rights in the patent or copyright and Zipcare shall have right to include or exclude any new or revised reports from the purchase of manufactured units, without seeking any approval from the users.







A TATA Product



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