



A **TATA** Product

# Terms & Conditions ZipCare All in One



# ZipCare All in One

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## ZipCare All in One

1. The Zipcare All in One Program (the 'Program') is offered by Infiniti Retail Limited ('IRL' or 'Croma') and Tata Digital Private Limited ('Tata Digital') in collaboration. ZipCare All in One plan provides a wide range of services that includes repairs and maintenance for your covered product.
2. The ZipCare All in One program coverage consists of the following two plans:
  - a. Extended Warranty Plan
  - b. Maintenance Services Plan
3. ZipCare All in One Plan Terms & Conditions comprise of the following:

Section A- Terms & Conditions applicable to Extended Warranty  
Section B- Terms & Conditions applicable to Maintenance Services  
Section C- General Terms & Conditions applicable to both Extended Warranty and Maintenance Services.
4. You can purchase ZipCare All in One Program from any of the following channels:
  - a. Tata Neu
  - b. Croma Stores;
  - c. Croma's website: **www.croma.com** (together "Sales Channels")

## Section A

1. Tata Digital Private Limited ("Tata Digital") in collaboration with IRL is offering an Extended Warranty plan to the Customers ("You") under the "ZipCare All in One Program". The following terms and conditions along with the Word of Honour, constitute a legally binding agreement between the You and Tata Digital ("Service Contract") and govern the services offered and provided by Tata Digital for Extended Warranty under ZipCare All in One Program.
2. The Extended Warranty Plan is simply an extension of the Manufacturer Warranty/Guarantee and replicates the terms of Manufacturer Warranty/Guarantee against Covered Breakdowns.

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3. Tata Digital in collaboration with IRL, will take care of your products by carrying out the repair works of your Covered Products. For Extended Warranty all you need to do is purchase the ZipCare All in One Program from IRL at the time of purchase of the Eligible Product or within 11 months from the date of purchase of the Eligible Product.
4. Extended Warranty Plan covers the expenses relating to repairs & associated costs of the Covered Products, subject to these terms and conditions of the Service Contract.
5. Extended Warranty Program shall commence post expiry of the original warranty/guarantee provided by the manufacturer.
6. In order to subscribe to this ZipCare All in One Program, you shall be required to pay a ZipCare All in One Program fees to IRL at the time of purchase ('Fees').
7. Upon payment of Fees, you agree to be bound by the terms of this Service Contract and Maintenance Services Terms. If You do not agree with the terms of this Service Contract and Maintenance Services Terms, you have the right to cancel the ZipCare All in One Program within 30 days from the date of payment of Fees.
8. In case of any breakdown of your product, please raise a Service Request via any of the following modes:
  - a. Call Centre - 186026627662 / 04046517910
  - b. Email-id - [customersupport@croma.com](mailto:customersupport@croma.com)
  - c. By visiting nearest Croma stores

## 1. Definitions:

1. **“Act of God”** 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 Extended Warranty, Act of God includes lightning, earthquake, storm, cyclone, typhoon, tempest, hurricane, tornado, tsunami, flood, fire, riots, civil insurrection, & inundation, volcanic eruption, epidemics, pandemics or other convulsions of nature.
2. **“Breakdown”** means the mechanical, electronic and/or electrical defects and/or failure of a Covered Product, that cause it to not function in its intended manner.
3. **“Word Of Honour”** means a certificate issued by RASP to a Customer to confirm his/her membership under the ZipCare All in One Program.

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4. **“Commercial usage”** means usage for the purpose of generating profit.
5. **“Customer or You or Your”** means the person/entity who has purchased the ZipCare All in One Program from Sales Channels and whose name appears on invoice.
6. **“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.
7. **“Cover Period”** means period between the Cover start date and the Cover end date as specified in the Word Of Honour.
8. **“Covered Product”** means the Eligible Product covered under Extended Warranty and as specified in the Word Of Honour.
9. **“Eligible Product”** means any of the following products: Air Conditioners, Refrigerators, Washing Machines.
10. **“Extended Warranty cover”** means an extension of Manufacturer’s Warranty/Guarantee terms by a continuous period 2 years for Washing Machines; and 4 years for Air Conditioners, Refrigerators, Washing Machines, starting from the date of expiry of Manufacturer’s Warranty/Guarantee as per the plan opted by you.
11. **“Manufacturer Warranty/Guarantee”** means the original warranty given by the respective manufacturer in respect of an Eligible Product.
12. **“Manufacturer’s Warranty/Guarantee Period”** means the uninterrupted period of the Manufacturer’s warranty cover as stated on the original Manufacturer’s warranty certificate or publication.
13. **“Normal Use”** means use of the Eligible Product in accordance with the manufacturers guidelines for Product usage including but not limited to regular maintenance & upkeep of the Covered Product.
14. **“Original Equipment Manufacturer (OEM)”** means the original manufacturer involved in manufacture and production of the Covered Product.
15. **“Repair Assistance Service Provider (RASP)”** refers to an organization, or company or person that shall repair products covered under the Extended Warranty Plan, manage Service Request and associated customer care services. For the purpose of Extended Warranty Plans offered under ZipCare All in One Program, IRL shall be the exclusive RASP.

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16. **“Replacement Value”** means the cost of replacement of the Covered Product or the value of replacement model, whichever is lesser.
17. **“Service Request”** means request raised by Customer to repair the Covered Product under the Extended Warranty Plan.
18. **“Sum Assured”** means the total coverage amount under the Extended Warranty and shall always 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.
19. **“We or Us or Our”** for the purpose of Extended Warranty Plan means Tata Digital.

## 2. Conditions of Extended Warranty Cover:

1. You must be of 18 years of age at the time of purchase of Extended Warranty.
2. Extended Warranty Plan is available for Eligible Products and is available only in select cities in India as determined by Repair Assistance Service Provider.
3. Extended Warranty 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 Repair Assistance Service Provider.
4. Extended Warranty Plan is applicable to Eligible Products purchased as new. Extended Warranty Plan will not cover any products purchased as ‘second hand’ or ‘refurbished’.
5. Extended Warranty Plan can be purchased for all Eligible Products that carry a minimum Manufacturer Warranty/Guarantee of 12 months. Manufacturer’s Warranty must begin on the date of purchase of the Eligible Product.
6. Extended Warranty Plan replicates the terms of the Manufacturer Warranty/Guarantee against Covered Breakdowns for a duration as per Extended Warranty cover starting from the expiry of the Manufacturer Warranty/Guaranty Period. Breakdowns and/or parts not covered under the Manufacturer Warranty/Guarantee, will not be covered under Extended Warranty Plan.

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7. Extended Warranty Plan is only applicable for Eligible Products and Tata Digital reserves the right to reject any Service Request under Extended Warranty Cover if the Covered Product has been repaired by any unauthorized third party, prior to You purchasing the ZipCare All in One Program or raising any Service Request under the ZipCare All in One Program.

## 3. Term of Extended Warranty:

1. The sum total of Manufacturer Warranty/Guarantee Cover, and Extended Warranty Plan shall always be equal to 5 years.

## 4. Key Features:

### 4.1 What is covered under Extended Warranty Plan?

1. Extended Warranty Plan covers Breakdowns of the Covered Product, to the extent such Breakdown is covered under the Manufacturer's Warranty.
2. Extended Warranty covers the following components of a Covered Breakdown:
  - a. Cost of parts
  - b. Cost of labour
  - c. Cost of delivering the service at home or cost of transporting the product for repairs.
3. Damage due to power surge is covered.
4. Where the Covered Product is used for Commercial Use or is in the name of a company, such products will be covered provided that the Commercial Use does not void the Manufacturer's Warranty.
5. Gas refilling for Air Conditioners & Refrigerators is covered, once a year, only in case of admissible Service Request. Standalone request for gas refill will not be covered.

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## 4.2 What is not covered under Extended Warranty Plan?

1. The Breakdowns not covered under Manufacturer Warranty/Guarantee and the specific exclusions as listed under the section 4 'List of Exclusion' below, shall not be covered under the Extended Warranty Plan.

## 4.3 Replacement

1. Replacement of Covered Product shall be carried out by RASP as per the terms and conditions of this Service Contract.
2. A Covered Product is not eligible for replacement, where the Replacement Value is higher than the balance Sum Assured ( i.e. Sum Assured minus the total cost of repairs incurred under previous Service Requests).
3. A Covered Product becomes eligible for replacement upon occurrence of either of the following conditions:
  - a. If under any Service Request, the estimated cost of repair is more than 70% of the balance Sum Assured.
  - b. If under a Service Request, the Covered Product cannot be repaired within specific turnaround timelines ('TAT'). Applicable. Eligible Products, is 14 calendar days.
4. Where a Covered Product is eligible for replacement, RASP will replace the product with another product of same or similar make and model, with equal features and functionality.
5. Where it is not possible to replace a Covered Device, Tata Digital at its sole discretion may authorize RASP to provide You with a Croma Gift Card equal to the balance Sum Assured value.
6. On replacement or issuance of Croma Gift Card, the Extended Warranty Plan will terminate and your product becomes the property of RASP.

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## 4.4 List Of Exclusions

Sr. No.	Exclusions
1.	Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty.
2.	Accessories used in or with the Eligible Product or Prototypes unless specifically mentioned as covered. Loss or damage to the Eligible Product due to use of accessories that were not supplied at the time of purchase of the Eligible Product is not covered.
3.	Replacement of any consumable item or accessory unless specifically mentioned as covered. These include, but are not limited to: plugs, fuses, batteries, light bulbs, light covers, cables, filters, attachments, belts, toner, ribbons, drums, tapes or software, and add-on options incorporated in an Eligible Product for which the Service Contract was purchased
4.	Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and de-scaling unless specifically mentioned as covered.
5.	Cost of removal or re-installation of the Eligible Product unless specifically mentioned as covered.
6.	Problems or defects not covered under the original Manufacturer's Warranty/ Guarantee.
7.	Batteries, internal or external to the Eligible Product unless specifically mentioned as covered.
8.	Destruction, loss of functionalities or breakdowns caused by computer virus or cyber attack.
9.	Recalls or modifications to the Eligible Product.
10.	Costs arising as a result of failure to follow the manufacturer's instructions.
11.	Costs arising from incorrect installation, modification or maintenance.
12.	Costs if no fault is found with the Eligible Product.
13.	Costs arising from being unable to use the Eligible Product or from damage which results from the Breakdown of the Eligible Product.



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14.	Use of batteries, charger and / or accessories not approved by the manufacturer, incorrect electrical leads or connection.
15.	Failure due to damage from external causes including third party actions, fire, theft, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, hail, earthquake, flood, water, acts of god or consequential loss of any nature, unless specifically mentioned as covered.
16.	Any claims series shall not be covered by this Policy. A claims series event is defined as several equal or similar claims due to the same cause, including but not limited to the same fault, negligent act, error or omission in design or supervision.
17.	Eligible Products with a serial number that have been altered, defaced or removed, or have been modified to alter their functionality or capability without the written permission of manufacturer.
18.	Non-operating and cosmetic damage to the Eligible Product, such as damage to paintwork, Eligible Product finish, dents or scratches.
19.	Normal wear and tear of items not integral to the functioning of the Eligible Product.
20.	Damage caused by unauthorized repair, including abuse, misuse, sand, dust, negligence, corrosion, battery leakage, animal or insect infestation or intrusion.
21.	Reception or transmission problems resulting from external causes.
22.	Damage/failure caused before or during Eligible Product delivery unless specifically mentioned as covered.
23.	The cost of repairing, restoring or reconfiguring computer software.
24.	Tata Digital will not be responsible for any consequential or incidental damages arising from the use or loss of use of the Eligible Product.
25.	Loss or damage to Eligible Product due to moisture where there is no physical ingress of water and loss.
26.	War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
27.	Loss or damage directly or indirectly caused by ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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28.	Loss or damage caused by pollution or contamination.
29.	Any circumstance, fact or matter of which the Customer was or ought reasonably to have been aware prior to the commencement of the Extended Warranty is not covered.
30.	Apple brand products are excluded.

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## 5. Service Modes:

1. At Home Repair: Our 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 for select products: 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. Remote Assistance: We through our RASP will arrange for repair assistance for the Covered Product through remote channels i.e. Tele-calling/Video Call.
5. The cost of courier/shipping (if Applicable) will be borne by us except in cases where the Service Contract is considered void by virtue of section "What is Not Covered". In such cases, the cost of shipping will be borne by You.

## 6. Other Terms & Conditions:

### 6.1 Customer Representation, Obligations & Covenants

- 1 You hereby represent that:
  - a. you have the legal capacity, and you agree to comply with the terms & conditions of this Service Contract;
  - b. you are not under the age of 18;
  - c. the information and documents provided by you for the purpose of Extended Warranty Plan is true, accurate, current, complete, and not misleading;
  - 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 Extended Warranty.

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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, 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 Extended Warranty Plan.
  
3. You hereby undertake to:
  - a. Strictly comply with the terms & conditions contained in this Service Contract.
  - b. Cooperate with Tata Digital's representatives/RASP 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.
  - c. Report and raise the service request with our RASP, within 7 calendar days of its occurrence beyond which such request may be liable to be rejected.
  - d. Provide Repair Assistance Service Provider full access to the Covered Product in order to effect necessary adjustments and repairs.

## 6.2 Privacy Policy and Data

1. We care about data privacy and security. Please review our Privacy Notice <https://www.tatadigital.com/privacy-policy>

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2. By choosing to avail the services offered under Extended Warranty 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), affiliate, suppliers, vendors for the purpose of providing You the requisite services under Extended Warranty Plan or as may be required under applicable law.
  - c. consent to Tata Digital or RASP recording phone calls between You and RASP on the helpline number set out in under Service Request section C, 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.
  - d. consent to receiving periodic communications from Tata Digital and/or its RASP, pertaining to information regarding our offers, product features & services.

## 6.3 Tata Digital's Service Assurance

1. In the event your Covered Product undergoes a Covered Breakdown, Tata Digital through its RASP will undertake to get your product repaired.
2. Every time your Covered Product breaks down, Tata Digital through its RASP will get it repaired as per the terms herein. Your product's Extended Warranty cover will continue for the remaining period of your Extended Warranty Plan term and for an amount equivalent to the balance Sum Assured.
3. Subject to the other terms and conditions mentioned in this document, Tata Digital provides committed timelines for repairs of Covered Products. However, where the delay in repairs is due to:
  - a. Delay in you 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 in you 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.
  - c. 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.
  - d. Delay in repairs is due to global events where supply of spare parts is impacted due to large-scale disruptions, committed TAT will not be applicable.

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## 6.4 Miscellaneous

1. Any marketing brochures, banners or material are meant purely for educating customers about the features and terms of Extended Warranty Plan and they have no commercial value.
2. This Service Contract is the complete and exclusive agreement between the provider of Extended Warranty i.e. Tata Digital Private Limited and Customer relating to the subject matter hereof. Any statements or representations made by resellers, distributors, customer service providers, RASP or others that are inconsistent with this agreement shall not be binding upon us. Any additional services (such as the Maintenance 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 assume 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 Extended Warranty is offered and valid only in the Republic of India. This Extended Warranty may not be available in all jurisdictions and is not available where prohibited by law.
4. We reserve the right to make changes or modifications to these terms & conditions 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 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 by your continued use of the services provided under the Extended Warranty, after the date such revised terms and conditions are posted.

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## Section B

1. The preventive maintenance ('Maintenance Services Plan') under the ZipCare All in One Plan is offered and operated by Infiniti Retail Ltd ("IRL or Croma"). The following terms and conditions, constitute a legally binding agreement between the Customer ("You") and IRL ("Maintenance Services Terms").
2. Maintenance Services Plan shall commence post expiry of the original warranty/guarantee provided by the manufacturer.

### 1. Definitions:

1. **"Act of God"** refers 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 preventive maintenance, Act of God includes lightning, earthquake, storm, cyclone, typhoon, tempest, hurricane, tornado, tsunami, flood & inundation, volcanic eruption, epidemics, pandemics, or other convulsions of nature.
2. **"Assistance Service Provider (ASP)"** refers to an organization, or company or person that IRL has deemed qualified to perform maintenance for the products covered under the Plan.
3. **"Basic Function Check"** means inspection of the basic functionality of components of the Covered Product.
4. **"Commercial Use"** means usage of the plan for purpose of generating profit and in a commercial environment.
5. **"Consumables"** means components required for the upkeep of the Covered Product which needs to be replenished from time to time as maintained in the table
6. **"Customer or You or Your"** means the person/entity who has purchased the ZipCare All in One from Sales Channels and whose name appears on the invoice.
7. **"Cover Period"** means the period between the Cover start date and the Cover end date
8. **"Cover start date"** means the date commencing after the expiry of Manufacturer Warranty/Guarantee.

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9. **"Cover end date"** means the date on which the Maintenance Services cover period is expired.
10. **"Covered Product"** means the Eligible Product covered under the ZipCare All in One Program.
11. **"Deep Clean"** means complete cleaning process that removes dirt, gunk, grime and/or unpleasant odor of the Covered Product.
12. **"Eligible Product"** means Washing Machine, Refrigerator, Air Conditioners for which the ZipCare Comprehensive Plan has been purchased.
13. **"Manufacturer Warranty/Guarantee"** means the original warranty given by the respective manufacturer in respect of an Eligible Product.
14. **"Maintenance Services cover period"** means a continuous period 2 years for Washing Machines; and 4 years for Air Conditioners, Refrigerators, Washing Machines, starting from the date of expiry of Manufacturer's Warranty/ Guarantee as per the plan opted by you.
15. **"Manufacturer's Warranty/Guarantee Period"** means the uninterrupted period of the Manufacturer's warranty cover as stated on the original official Manufacturer's warranty certificate or publication.
16. **"Normal Use"** means the use of the Eligible Product in accordance with the manufacturer's guidelines for product usage including but not limited to regular maintenance and upkeep of the Covered Product.
17. **"Original Equipment Manufacturer (OEM)"** means the original manufacturer involved in the manufacture and production of the Covered Product.
18. **"Maintenance Request"** means a request raised by You to avail Maintenance Service for the Covered Product.
19. **"We or Us or Our"** for the purpose of Maintenance Services means IRL or Croma.



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## 2. Conditions of Preventive Maintenance:

1. You must be of 18 years of age at the time of purchase of Maintenance Services Plan.
2. Maintenance Services Plan is available for Eligible Products and is available only in select cities in India.
3. Maintenance Services 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 Assistance Service Provider.
4. Maintenance Services Plan covers preventive maintenance after the expiry of Manufacturer’s Warranty/Guarantee Period and will be active for the Maintenance Services cover period.

## 3. Key Features:

### 3.1 What is covered under Maintenance Services Plan?

1. Preventive maintenance for eligible products covers the cost of labour for following:
  - a. Basic Function
  - b. Deep Cleaning - Check twice a year
  - c. Cost of Gas Charging – Two times (only for refrigerator and air conditioners)

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2. Please refer below table for applicable coverage as per product category:

Eligible Covered Product	Refrigerator	Washing Machine	Air Conditioner
Count of Service	Twice a year	Twice a year	Proactively Twice a year & more on request raised
Service offered	Deep Clean Gas charging if required	Deep Clean	Wet Service 2 Gas charging
Preventive Maintenance with consumables that is required	Cleaning Blind Zones	Cleaning Blind Zones	
	Complete internal cleaning of the unit. Along with Deodorizer for the 1st year	Complete internal cleaning of the unit using Descaling agent	Cleaning of Filters, Coils, Blades, Drain Tray, Louvers
	Cleaning of coils, gasket & filter	Cleaning of lint filter, detergent holder & gasket, drain pipe	Cleaning of Outdoor unit if accessible

### 3.2 What is not covered under Maintenance Services Plan?

1. Preventive maintenance is not applicable for products under Manufacturer warranty.

### 3.3 List of Exclusions

- Any other device with which the plan was not purchased.
- Any consumables that are not mentioned as per the coverage table mentioned above.
- Cost of logistics i.e. where for maintenance it is required to be taken to the service center.
- Cost of removal or re-installation of the Eligible Product unless specifically mentioned as covered.

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5. Costs arising as a result of failure to follow the manufacturer's instructions.
6. Costs arising from being unable to use the Eligible Product or from damage which results from the Breakdown of the Eligible Product.
7. Eligible Products with a serial number that have been altered, defaced or removed, or have been modified to alter their functionality or capability without the written permission of manufacturer.
8. Non-operating and cosmetic damage to the Eligible Product, such as damage to paintwork, Eligible Product finish, dents or scratches.

## 4. Service Modes:

At Home- Maintenance service: ASP will service the product at your home. Where the Covered Product is not serviceable at home, ASP will arrange for a pickup of the Covered Product from your home, arrange for the service and delivery of serviced product back to your home.

## 5. Other Terms And Conditions:

### 5.1 Customer Representation, Obligations and Covenants

1. You hereby represent that:
  - a. You have the legal capacity, and You agree to comply with these terms and conditions;
  - b. You are not under the age of 18;
  - c. The information and documents provided by You for the purpose of the Maintenance Services Plan is true, accurate, current, complete, and not misleading;
  - d. You will maintain the accuracy of such information and promptly notify IRL of any change.
  - e. You will comply with the applicable law, as may be relevant for the purposes of the Maintenance Services Plan.

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2. You hereby understand and acknowledge that:
  - a. If You receive a benefit under a Maintenance Request, as contemplated under these terms and conditions, and it is later discovered that the Maintenance Request was dishonest, fraudulent, or false, IRL shall have the right to recover the costs associated with the Maintenance Request from You.
  - b. It shall be Your responsibility to properly maintain, store and use the Covered Product according to the manufacturer's 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.
  - d. IRL may engage third parties whom IRL authorizes including Assistance Service Partners for the fulfilment of the services under preventive maintenance.
  
3. You hereby undertake to:
  - a. Strictly comply with the terms and conditions contained in these Maintenance Service Terms
  - b. Cooperate with Our representatives/Assistance Service Providers and provide a copy of the complete set of requisite documents, as may be required by Us from time to time, including at the time-of-Maintenance Request. If the serial 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 number of the Covered Product.
  - c. Provide IRL's representative/Assistance Service Provider full access to the Covered Product in order to provide necessary maintenance services.

## 5.2 Privacy Policy and Data

1. We care about data privacy and security. Please review our Privacy Notice available at [www.croma.com](http://www.croma.com).
2. By choosing to avail the services offered under the Maintenance Services Plan, You hereby:
  - a. Agree to be bound by Our Privacy Notice and the service-specific terms, which are incorporated into these Maintenance Services Terms.
  - b. Consent to the collection, use, and disclosure of Your personal data by IRL with their authorized third-party agents, Assistance Service Providers, insurer (if any), affiliates, suppliers, vendors for the purpose of providing You the requisite services under the Maintenance Services Plan or as may be required under applicable law.

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- c. Consent to IRL or its Assistance Service Providers recording phone calls between You and service provider on the helpline number set out in under Maintenance Request section 3.3 above, in order for IRL 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.
- d. Consent to receiving periodic communications from IRL and/or its Assistance Service Providers, pertaining to information regarding Our offers, product features and services.

## 5.3 Miscellaneous

- 1. Any marketing brochures, banners, or material is meant purely for educating You about the features and terms of the Maintenance Services Plan and they have no commercial value.
- 2. These Maintenance Services Terms are the complete and exclusive agreement between the issuer of the Maintenance Services Plan i.e. IRL and You relating to the subject matter hereof. Any statements or representations made by resellers, distributors, customer service providers Assistance Service Providers, or others that are inconsistent with these Maintenance Services Terms shall not be binding upon Us.
- 3. This Maintenance Services Plan is offered and valid only in the Republic of India. This Maintenance Services Plan may not be available in all jurisdictions and is not available where prohibited by law.
- 4. We reserve the right to make changes or modifications to these terms and conditions at any time and for any reason. We will alert You about any changes by updating the “Last updated” date of the Maintenance Services Terms and You waive any right to receive specific notice of each such change. It is Your responsibility to periodically review these terms and conditions 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 and conditions by Your continued use of the services provided under the Plan, after the date such revised terms and conditions are posted.

# ZipCare All in One

## Section C

### General Terms & Conditions:

#### 1. Cancellation & Refund

- a. You shall have the option to cancel the ZipCare All in One program within 30 (Thirty) days from the date of purchase of the same, subject to You not having availed any Maintenance Service or reported any Service Request under the Program cover. You can cancel the ZipCare All in One program by visiting any Croma store or Croma.com or by contacting Croma's customer care.
- b. If the ZipCare All in One Program is purchased along with the Covered Product, i.e., on the same date, the ZipCare All in One program will be automatically cancelled once the purchase order of the Covered Product is cancelled or returned by You. Provided that the Covered Product is cancelled or returned by You within 30 days from the purchase of ZipCare All in One program.
- c. Upon cancellation of the ZipCare All in One program within the aforementioned cancellation period, the total Fee paid by You towards the ZipCare All in One program will be refunded to You.

#### 2. Gift

- a. Transfer of ZipCare All in One program is allowed in cases where You may have purchased the Eligible Product in Your name, however the end user of the Eligible Product is someone else.

#### 3. Service Request & Maintenance Request

- a. IRL shall be the point of contact for any Service Requests & Maintenance Requests.
- b. You can raise multiple Service Requests & Maintenance request during the ZipCare All in One Program cover period. Provided that maximum liability of all Service Requests put together is limited to the Sum Assured.
- c. If your Covered Product is not functioning normally, please check the settings on Your Covered Product and ensure they are configured correctly.
- d. Please read the Service Contract carefully to check whether the Breakdown is covered under the Extended Warranty Plan component of the ZipCare All in One Program.
- e. If you believe the Breakdown is covered under the Extended Warranty Plan component of the ZipCare All in One program, please call on 186026627662/04046517910 or email at customersupport@croma.com or by visiting www.croma.com or contacting nearest Croma store within 7 days of the occurrence of such Covered Breakdown and raise a Service Request.

# ZipCare All in One

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## 4. Termination

- a. Any condition, act or omission of the Customer that voids the Manufacturer Warranty/Guarantee shall also result in termination of ZipCare All in One program
- b. Tata Digital will terminate the Service Contract if the Customer at any time:
  - i. is in violation of applicable law as may be relevant to the use of Extended Warranty.
  - ii. 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 Repairs Assistance Service Provider.
- c. IRL will terminate the Service Contract if the Customer at any time
  - i. is in violation of applicable law as may be relevant to the use of Preventive maintenance Services.
  - ii. has breached the terms, or has failed to act in good faith, openly, honestly and in a bona fide manner towards IRL or the Assistance Service Provider.

## 5. Governing Law

- a. 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.

## 6. Dispute Resolution- Arbitration

- a. 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 ninety (90) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

# ZipCare All in One

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## 7. Limitation of Liability

- a. In no event will Tata Digital and/or IRL (including their directors, employees, ASP or agents) be liable to Customers 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 subscription to and/or use of the ZipCare All in One Program.
- b. Tata Digital and IRL disclaim all implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Tata Digital and IRL's total liability (jointly under ZipCare All in One Program and severally under Extended Warranty Plan and Maintenance Services Plan, respectively) shall not exceed the total Fee paid by the Customer towards purchase of ZipCare All in One Plan.

## 8. Indemnification

1. Customers agree to defend, indemnify, and hold Tata Digital, IRL and its ASP 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 attorneys' fees and expenses, made by any third party due to or arising out of:
  - a. any wrongful act or omission attributable to Customers in relation to the usage of the ZipCare All in One Plan;
  - b. any willful misconduct, gross negligence or fraud committed by Customers.
  - c. breach of the Service Contract.
  - d. Breach of Maintenance Services Terms.
  - e. any breach of Customers representations, obligations and covenants set forth in the Service Contract and/or Maintenance Services Terms. Customers' violation of the rights of a third party, including but not limited to intellectual property rights; or any overt harmful act toward any of Tata Digital and/or IRL and/or ASP's employees, representatives, or agents, in each case, with who Customer connected for the purpose of ZipCare All in One Program. Notwithstanding the foregoing, Tata Digital and/or IRL reserve the right, at Customers' expense, to assume the exclusive defense and control of any matter for which Customers are required to indemnify Tata Digital and/or IRL and/or ASP, and Customers agree to cooperate, at their expense, with Tata Digital and/or IRL defense of such claims. Tata Digital and/or IRL will use reasonable efforts to notify Customers of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.





*All in One*

A **TATA** Product



1800 570 0947



customersupport@zipcare.in