



A **TATA** Product

Terms & Conditions Protect Standard (Non-Croma)



ZipCare Protect Standard

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1. ZipCare program is owned and operated by Infiniti Retail Limited (“IRL” or “Croma”). IRL is offering an ZipCare Protect - Standard Plan to the Customers (“You”) under the “ZipCare Program”. The following terms and conditions constitute a legally binding agreement between You and IRL (“**Service Contract**”) and govern the services provided under ZipCare Protect - Standard Plan.
2. The ZipCare Protect - Standard Plan is a service that covers break down of Covered Products for a duration of 6 months / 1 year / 2 years after the expiry of Manufacturer Warranty/Guarantee. Breakdowns and/or parts not covered under the Manufacturer Warranty/Guarantee, will not be covered under ZipCare Protect- Standard Plan.
3. ZipCare Protect-Standard has three variants:
 - a. Variant 1 & Variant 2 are Co-Pay service i.e. the Customer shall bear 25% of the repair cost, per Service Request.
 - b. Variant 3 is a Fixed benefit plan i.e. upon occurrence of a Covered Breakdown, IRL shall pay 50% of the Sum Assured to the Customer in the form of Croma Gift Card. IRL shall not undertake repair of Covered Products under Variant 3.
4. IRL, will take care of your products by carrying out the repair works of your Products under ZipCare Protect - Standard Plan. All you need to do is purchase the ZipCare Protect - Standard Plan from IRL within 330 days from the date of purchase of the Eligible Product post successfully activating the plan as per point 4.6.
5. ZipCare Protect - Standard Plan shall commence post expiry of the original warranty/ guarantee provided by the manufacturer.
6. In order to subscribe to this ZipCare Protect - Standard Plan, You shall be required to pay a ZipCare Protect - Standard Plan fees to IRL at the time of purchase (“**Fees**”).
7. You can purchase ZipCare Protect - Standard Plan from any of the following channels:
 - a. Tata Neu
 - b. Croma Stores
 - c. Croma’s website: www.croma.com
(together “**Sales Channels**”)

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8. Upon payment of Fees, You agree to be bound by the terms of this Service Contract. If You do not agree with the terms of this Service Contract, You have the right to cancel the ZipCare Protect - Standard Plan within 30 days from the date of payment of Fees.
9. In case of any breakdown of your product, please raise a Service Request via any of the following modes:
 - a. Call Centre - **1800 570 0947**
 - b. Email-id - **customersupport@zipcare.in**
 - c. By visiting nearest Croma stores

1. Definitions:

1. **“Act of God”** 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 ZipCare Protect - Standard Plan, 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. **“Commercial usage”** means usage for the purpose of generating profit.
4. **“Co-Pay”** means 25% of the repair cost payable by a Customer for each Service request.
5. **“Customer or You or Your”** means the person / entity who has purchased the ZipCare Protect - Standard Plan 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 Commencement Date”** means the date on which the Manufacturer Warranty Period expires and the cover under ZipCare Protect - Standard Plan Commences.

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8. **“Cover Period”** means the uninterrupted period of 6 months / 1 year / 2 years from the Cover Commencement Date.
9. **“Covered Product”** means the Eligible Product covered under the ZipCare Protect - Standard Plan.
10. **“Eligible Product”** means any of the products mentioned in Table 1.
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 official 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 ZipCare Protect - Standard Plan, manage Service Request and associated customer care services. For the purpose of ZipCare Protect - Standard Plans offered under ZipCare Program.
16. **“Replacement Value”** means the amount mentioned in the Croma voucher or the value of replacement model which is up to the 75% of Balance Sum Assured for the product covered, whichever is lesser, subject to applicable deductible.
17. **“Service Request”** means request raised by Customer to repair the Covered Product.
18. **“Sum Assured”** means the total coverage amount under the ZipCare Protect - Standard Program and shall be equal to the Invoice Value of the Covered Product. Invoice value shall mean the price mentioned on the purchase invoice of the Covered Product excluding any payment card discount/bank discounts/or any other discounts.

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19. **“Balance Sum Assured”** means with respect to a Covered Product the Sum Assured minus the total cost of repairs incurred under previous Service Requests, if any.
20. **“Beyond Economic Repair (BER)”** means that at the time of Service Request, if the estimated repair amount is more than 75% of the Balance Sum Assured (‘Total Loss’) or if the device is not repairable due to any reason.
21. **“We or Us or Our”** means the issuer of ZipCare Protect - Standard Program i.e. IRL.

2. CONDITIONS OF ZIPCARE PROTECT - STANDARD PLAN COVER:

1. You must be of 18 years of age at the time of purchase of ZipCare Protect - Standard Plan.
2. ZipCare Protect - Standard Plan is available for Eligible Products and is available only in select cities in India as determined by Repair Assistance Service Provider.
3. ZipCare Protect - Standard 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. ZipCare Protect - Standard Plan is applicable to Eligible Products purchased as new. ZipCare Protect - Standard Plan will not cover any products purchased as ‘second hand’ or ‘refurbished’.
5. ZipCare Protect - Standard 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. ZipCare Protect - Standard Plan covers Breakdowns for the duration of the Cover Period. Breakdowns and/or parts not covered under the Manufacturer Warranty/Guarantee, will not be covered under ZipCare Protect - Standard Plan.
7. ZipCare Protect - Standard Plan is only applicable for Eligible Products and IRL reserves the right to reject any Service Request under ZipCare Protect - Standard Plan cover if the Covered Product has been repaired by any unauthorised third party, prior to You purchasing the ZipCare Protect - Standard Plan or raising any Service Request under the ZipCare Protect - Standard Plan.

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3. TERM OF ZIPCARE PROTECT - STANDARD PLAN;

1. The sum total of Manufacturer Warranty/Guarantee cover, and the Cover Period of ZipCare Protect - Standard Plan shall always be less than or equal to 4 years.

4. KEY FEATURES:

4.1 What is covered under ZipCare Protect - Standard Plan?

- (A) ZipCare Protect - Standard Plan - Variants 1 & 2 is a Co Pay service:
1. ZipCare Protect - Standard Plan- Variants 1 & 2 cover the following components of a Covered Breakdown:
 - a. Cost of parts – Only original brand /genuine (genuine parts will only be covered if it has the same repair warranty as original brand authorised parts) parts would be considered for claims. The reimbursement of the spare parts will be on the cost price of the parts as received from original equipment manufacturer or any authorized spare part partner (Cost of parts to be mentioned in the job sheet) as per below table
 - b. Cost of labour
 - c. Cost of delivering the service at home or cost of transporting -Average Transportation cost of all the claims where transportation is required should not cross INR 1000 (Incl. of GST)
 - d. Remote inspection charges and remote services/ repairs.
 2. ZipCare Protect- Standard Plan variant Standard V1 & variant Standard V2 are Co-Pay service i.e. the Customer shall bear 25% of the repair cost, per Service Request.

Product variant	Product Category
Standard V1	Air Conditioners
Standard V1	Air Purifier

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Product variant	Product Category
Standard V1	Audio Systems
Standard V1	Cookware
Standard V1	Cooling & Heating Appliances
Standard V1	Dishwashers
Standard V1	Dryers
Standard V1	DVD/VCD/Content
Standard V1	Home Theatre
Standard V1	Microwaves
Standard V1	Ovens & Cookers
Standard V1	Personal Assistant Speaker
Standard V1	Portable BT Speakers/MP3 Players
Standard V1	Projectors
Standard V1	Refrigerators
Standard V1	Speakers
Standard V1	Subscription & Streaming Devices
Standard V1	TV LCD
Standard V1	Washing Machines
Standard V1	Water Purifiers

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Product variant	Product Category
Standard V2	Desktops
Standard V2	Gaming Consoles and Accessories
Standard V2	Gaming Laptops
Standard V2	Mobile Computing
Standard V2	Printers & Office Solutions
Standard V2	Monitors
Standard V2	E-Readers
&	
Smart Phones (OS Based)	Tablets & Detachables

(B) ZipCare Protect - Standard Plan- Variant 3 is a Fixed benefit plan i.e., upon occurrence of a Covered Breakdown, IRL shall pay 50% of the Sum Assured to the Customer in the form of Croma Gift Card. IRL shall not undertake repair of Covered Products under Variant Standard V3.

Eligible Products under Standard V3	
Earphones/Headphones	Kitchen Appliances
Fans	Networking
Health & Personal Care	Phones Fixed
Home Appliances	Power
Phones Mobile (Non Smart Mobile phones)	

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4.2 What is not covered under ZipCare Protect - Standard Plan?

1. The Breakdowns not covered under Manufacturer Warranty/Guarantee and the specific exclusions as listed under the section 4.8 'List of Exclusion' below, shall not be covered under the ZipCare Protect - Standard Plan.

4.3 Replacement: Applicable under ZipCare Protect - Standard - Variants 1 & 2 only

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 becomes eligible for replacement if under any Service Request, the Covered Product is deemed as BER.
3. Where a Covered Product is eligible for replacement, the RASP will replace the product with another product of same or similar make and model, with equal features and functionality.
4. In case replacement of the Covered Product with a product of same make and model with equal functionalities and features is not available, then, the customer will be given a Croma Gift Card of value equivalent to Replacement Value as per the depreciated amount i.e. 75% of the device value if there has been no cost incurred If there has been repair carried out than Depreciation will be offered post deducting the cost incurred on the previous repair.
5. On replacement or issuance of Croma Gift Card, the ZipCare Protect - Standard Plan will terminate.

4.4 Cancellation & Refund

1. You shall have the option to cancel the ZipCare Protect - Standard Plan within 30 (Thirty) days from the date of purchase of the same, subject to You not having availed any Service or reported any Service Request under the ZipCare Protect - Standard Plan cover. You can cancel the ZipCare Protect - Standard Plan by visiting any Croma stores or Croma.com or by contacting Croma's customer care number 1800 570 0947 or email at: customersupport@zipcare.in .
2. If the ZipCare Protect - Standard Plan is purchased along with the Covered Product, i.e., on the same date, the ZipCare Protect - Standard Plan 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 Protect - Standard Plan.
3. Upon cancellation of the ZipCare Protect - Standard Plan within the aforementioned cancellation period, the total Fee paid by You towards the ZipCare Protect - Standard Plan will be refunded to You.

4.5 Gift

1. Transfer of ZipCare Protect - Standard Plan 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.

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4.6 Process of Plan Activation

1. Select the correct category, brand & price of the product.
2. Purchase the plan.
3. Post purchase communication will be shared via email, sms or whatsapp along with link to activate the plan.
4. You are required to activate the plan by capturing the relevant details of the device for activation – Device purchase date, manufacturer warranty term, Invoice value, make and model, GST Invoice copy.

Failing to follow any of the above process will result in the plans being inactive will not be able to proceed with service request. The device and the plan must be linked within 15 days from the date of purchase of the plan. If the linking doesn't happen in the specified period, the plan will be cancelled, and the plan amount will be refunded.

4.7 Service Request

1. IRL shall be the point of contact for any Service Requests.
2. You will be asked to share the invoice copy of the product purchased at the point of claim. You can raise multiple service requests during the ZipCare Protect - Standard Plan cover for Variants 1 & 2. Provided that maximum liability of all Service Requests put together is limited to the Sum Assured.
3. You can only raise only one service requests during the ZipCare Protect - Standard Plan cover for Variants 3.
4. If your Covered Product is not functioning normally, please check the settings on Your Covered Product and ensure they are configured correctly.
5. Please read this Service Contract carefully to check whether the Breakdown is covered under this ZipCare Protect - Standard Plan.
6. If you believe the Breakdown is covered under this ZipCare Protect - Standard Plan, please call on 1800 570 0947 or email at customersupport@zipcare.in or by visiting www.croma.com or contacting nearest Croma store within 7 days of the occurrence of such Covered Breakdown and raise a Service Request.

4.8 Service Modes

(A) Service Modes available under ZipCare Protect- Standard Variants 1 & 2

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.

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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. Carry-In services: You can bring the Covered Product for repairs at nearest Croma Store
 5. Remote Assistance: We through our RASP will arrange for repair assistance for the Covered Product through remote channels i.e. Tele-calling/Video Call.
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.
- (B) Service Modes available under ZipCare Protect - Standard Variants 3:
1. Remote Assistance: We through our RASP will arrange for repair assistance for the Covered Product through remote channels i.e. Tele-calling/Video Call.

4.9 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.

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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 Products and associated costs (parts and labour)
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.
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 plan. 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.

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20.	Damage caused by unauthorized repair, including abuse, misuse, sand, dust, negligence, corrosion, battery leakage, animal or insect infestation or intrusion, rust, denting, scratching, blockages
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.	IRL 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.
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 ZipCare Protect - Standard is not covered
30.	Apple brand products are excluded
31.	Breakdowns not covered under Manufacturer Warranty/Guarantee
32.	Loss or damage arising out of improper use of the Covered Asset
33.	Loss or damage arising out of modification/alteration of any nature made in the electrical circuitry and/or physical construction of the Covered Asset
34 .	Loss or damage arising out of improper or abnormal electrical/gas/water supply or signal connection to the Covered Asset.
35.	Loss or damage caused by or arising out of the wilful acts or wilful gross negligence or fraudulent acts

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36.	Loss or damage arising out of improper storage or transportation of the covered Asset.
37.	The cost of installing any optional attachment to the Covered Asset.
38.	Loss or damage due to use of non-genuine parts and/or non-genuine oils.
39.	Cases where the Covered Asset is subject to rental or profit generation purposes.
40.	Any circumstance, fact or matter of which the original covered was or ought reasonably to have been aware prior to the commencement of the Plan Period.
41.	Any loss or damage that arises when the plan is not in force due to any reason whatsoever.
42.	Gas filling for AC/Refrigerators is excluded
43.	Item not bought from Croma Offline stores, Croma's website/application and from TATA Neu App/Website shall not be covered
44.	Where repair work is carried out by persons/agency that are not authorized by the IRL or RASP
45.	All Damage due to power surge shall not be covered across all Covered assets/products/appliances

5. GENERAL TERMS AND CONDITIONS:

5.1 Customer Representation, Obligations & Covenants

1. You hereby represent that:
 - a. you have the legal capacity, and you agree to comply with these terms & conditions.
 - b. you are not under the age of 18;
 - c. the information and documents provided by you for the purpose of ZipCare Protect - Standard 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 this ZipCare Protect - Standard Plan.

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

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the Service Request was dishonest, fraudulent, or false, IRL 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 IRL may engage third parties for the fulfilment of the services under ZipCare Protect - Standard Plan.
3. You hereby undertake to:
- a. Strictly comply with the terms & conditions contained in this Service Contract.
 - b. Cooperate with IRL's representatives/ Repair Assistance Service Providers and provide a copy of the complete set of requisite documents, as may be required from time to time, including at the time-of-Service Request. If the serial/IMEI number of the Covered Product has changed due to repairs or replacement by the manufacturer/retailer, please provide us with a copy of the swap letter that clearly mentions the current and old serial/IMEI number of the product.
 - c. Correctly select the right ZipCare Protect - Standard Plan for your product based on condition, price and purchase location.
 - d. 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.
 - e. Provide Repair Assistance Service Provider full access to the Covered Product in order to effect necessary adjustments and repairs.

5.2 Privacy Policy and Data

1. We care about data privacy and security. Please review our Privacy Notice <https://www.tatadigital.com/privacy-policy>
2. By choosing to avail the services offered under ZipCare Protect - Standard 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 IRL with their authorized third-party agents, Repair Assistance Service Providers, Insurer (if any), affiliates, suppliers, vendors for the purpose of providing You the requisite services under ZipCare Protect - Standard Plan or as may be required under applicable law.
 - c. consent to IRL or its Repair Assistance Service Partners recording phone calls between You and service provider on the helpline number set out in under Service Request section (4.6) 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 Repair Assistance Service Partners, pertaining to information regarding our offers, product features & services.

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5.3 IRL's Service Assurance

1. In the event your Covered Product undergoes a Covered Breakdown, IRL through its RASP will undertake to get your product repaired.
2. Every time your Covered Product breaks down, IRL through its RASP will get it repaired as per the terms herein and automatically restore your product's ZipCare Protect - Standard Plan protection cover for the remaining period of your ZipCare Protect - Standard Plan.

5.4 Miscellaneous:

1. Any marketing brochures, banners or material are meant purely for educating customers about the features and terms of ZipCare Protect - Standard Plan and they have no commercial value.
2. This Service Contract is the complete and exclusive agreement between issuer of ZipCare Protect - Standard Plan i.e. IRL and Customer relating to the subject matter hereof. Any statements or representations made by resellers, distributors, customer service providers, Repair Assistance Service Providers or others that are inconsistent with this agreement shall not be binding upon us.
3. This ZipCare Protect - Standard Plan is offered and valid only in the Republic of India. This ZipCare Protect - Standard 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 & 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 ZipCare Protect - Standard Plan, after the date such revised terms and conditions are posted.

5.5 Termination:

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

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5.6 Governing Law:

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

5.7 Dispute Resolution- Arbitration:

1. To expedite resolution and control the cost of any dispute, controversy, or claim related to this Service Contract, brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute informally for at least ninety (90) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.
2. If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute) will be finally and exclusively resolved by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each Party shall nominate and appoint a competent arbitrator. The two nominee arbitrators shall jointly appoint the third arbitrator who shall be the chairman of the arbitration panel.

5.8 Limitation of Liability

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

5.9 Indemnification

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

1. any wrongful act or omission attributable to you in relation to the usage of the ZipCare Protect - Standard Plan ;
2. any wilful misconduct, gross negligence or fraud committed by you;
3. breach of this Service Contract;

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4. any breach of your representations, obligations and covenants set forth in this Service Contract;
5. your violation of the rights of a third party, including but not limited to intellectual property rights; or any overt harmful act toward any of our employees, representatives or agents, in each case, with whom you connected for the purpose of ZipCare Protect - Standard Plan. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.



A **TATA** Product



1800 570 0947



customersupport@zipcare.in