

Micromax Accidental Damage Protection Service Plan for Smart Phones

This document provides **Description, Terms and Conditions** under which Services shall be delivered under this Accidental Damage Protection Service Plan. We recommend You to read and store it safely for future reference and use.

1. Definitions

- 1.1. "We", "Us" or "Our" refers to Micromax Informatics Limited, a Company incorporated in India having Corporate Identity Number (CIN) U00000DL2000PLC104823
- 1.2. "The Service Plan" and "The Plan" refers to this Micromax Accidental Damage Protection Service Plan
- 1.3. "You" and "Your" refers to the buyer of this plan whose name is clearly mentioned on the Purchase Invoice
- 1.4. "Product" or "Equipment" refers to the product in relation to this plan
- 1.5. "Carry in" means to take service, You will have to carry the product to Our Authorized Service Centre and Collect it back after Repairs.
- 1.6. "Accidental Damage Protection Service Plan" or "ADP" shall mean protection against "Damage to your Product caused due to Physical or Liquid Spillage" in a product during "normal operating conditions" after Your Product has suffered an Accident.
- 1.7. "Breakdown" or "Malfunction" or "Defect" means sudden and unforeseen failure of parts and/or components of the equipment or product necessitating repairs and the covered "Breakdown" or "Malfunction" or "Defect" shall mean "Electrical" and/or "Mechanical" breakdown to the equipment or product during "Normal Use" for which repairs are needed under Normal Operating Condition.
- 1.8. "Normal Operating Condition" means ability to perform its specified function subject to the acceptable level of change in performance due to ageing or climatic conditions under 'Normal Working Conditions'.
- 1.9. "Normal Working Conditions" means ambient & environmental conditions including but not limited to temperature, humidity, voltage levels, quality of power, reasonable care while using the product as recommended by us
- 1.10. "Internal Spare Parts" shall include Mainboard (Motherboard), Processor (CPU), LED Display Modules, Touch Panel, Speakers, Ringers, Antenna, Ports etc. i.e. all internal parts which are standard to Your Product except those categorised under as excluded
- 1.11. "Registration" shall mean the acknowledgement of the information You have shared with Us to establish a relationship between
 - 1.11.1. the Owner of the Product i.e. You,
 - 1.11.2. this Service Plan and;
 - 1.11.3. the Product in respect of which this Service Plan has been purchased by You

2. Eligibility of Products under the Service Plan

- 2.1. This Plan is for the products that are purchased new and is bought along with the Product Purchase.
- 2.2. The Plans cover all Models of Smartphones unless specified which are covered under Our warranty and are in full working condition at the time of commencement of this service plan;
- 2.3. Any Pre-existing defects or damages on the commencement date are excluded and must be either repaired during Warranty Period or Paid for separately
- 2.4. Defects or Damages which are within Our Standard Warranty period.
- 2.5. Products that are mishandled or whose parts are replaced by an unauthorized service provider or whose Serial Number plate containing Make, Model, Unit Serial number or IMEI No. etc. is defaced, modified, ruined or removed are not eligible for services under this plan.
- 2.6. Products should be for Domestic and Personal use only and not be used for commercial, rental or Profit Generation purposes excluding products for normal office use.
- 2.7. Products which are Refurbished or Pre-owned or without Warranty are not covered.

3. Product Registration is mandatory and must be done immediately and not later than 3 Business Days of receiving the product or the Service Plan as the case may be. Please ensure that You have a confirmatory acknowledgement from Us.

4. You are solely responsible to correctness and accuracy of the details shared with us including but not limited to Information and supporting documents about Yourself, Address, Contact Numbers, email IDs, Product details including Make, Model, IMEI number or the unique identifier of the product, Date of Purchase, Purchase Price and the Services sought to be registered by You.
5. We will carry out the Registration or Activation of the Service Plan solely on the basis of such information shared by You. We reserve Exclusive Rights to seek reasonable Proofs to verify the submitted details.
6. Whenever Your Product suffers an Accidental damage covered under the Service Plan, You must inform Us immediately and no later than 2 days at Our Customer Care / Service Helpdesk by Phone or email or through Our Website or App.
 - 6.1. To avail the services, You will need to provide the Proof of Registration, Proof of Purchase of Your Product / Service Plan, Your Identification Card and any other document which might be required by Us to deliver Services to You. We recommend You keep these documents readily available at the time of requesting or taking service.
7. The coverages under this service plan starts from the day of receiving Your Product when it is purchased new and expires within One Year of the date of Purchase or a Maximum of Two Claims availed by You whose cumulated value does not exceed the Purchase Price of Your Product; whichever is earlier
8. The plan covers the cost of labour and the all Internal Parts to repair Your Product to bring it back to its working condition. All other Costs under Exclusions will be borne by you.
9. The repair is subject to You paying Service Order / Excess Charges for every claim of 5% of the Claim Value or Rs.500/-; whichever is higher. These charges are payable at the time of availing the Services.
10. Your Responsibilities: You, as a customer have a few responsibilities including but not limited to
 - 10.1. To buy and seek registration of only the correct plan based on services You need, period of coverage, product category, product type, price category etc. and informing Us immediately as soon as You come to know that You have bought an incorrect plan by error.
 - 10.2. To Register the Service Plan immediately and not later than 3 Business days from the date of purchase of this plan.
 - 10.3. Retaining and providing the proof of entitlement at the time of availing the service, which are the invoice and delivery receipt of the Product (with Your name, serial number, IMEI No. where applicable and product type), the invoice, the registration certificate of this plan, Your Photo ID issued by the Govt., etc.
 - 10.4. To keep Your Product well maintained and operate under operating conditions specified by us
 - 10.5. To secure and be fully responsible for all activities that occur under Your ID and Password. We will use the information provided by You, only for rendering services under this plan.
 - 10.6. To backing up of any settings, data, information etc. stored on the Product prior to us for support.
 - 10.7. To contact Us only for the services that are covered under the service plan. Service requests outside the service plan coverage are liable to be charged extra at actual
 - 10.8. To take all reasonable steps for safeguarding the product against defects, accident, loss or damage.
11. Exclusions: This plan does not cover the following
 - 11.1. The product that are outside the eligibility criteria set-in in this document
 - 11.2. Installation, repair, upgrade or any other related service to an unlicensed or unauthorized software / hardware
 - 11.3. Product performance, service support, damages or losses caused due to an Operating system (OS), Anti-virus (AV), Application software (AS), Firmware (FW) etc. and effect due to either of them such OS, AV, AS or FW bundled or licensed or supplied by any party other than uUs for free or for a consideration and whether or not working under their terms of use, conditions and legal disclaimers
 - 11.4. Data Back-up, Virus, Malware or similar threats, Configuration, user solvable issues, training, servicing, etc.
 - 11.5. Use of Parts, Consumables and upgrades not approved by Us
 - 11.6. Any exclusions as in the Standard Warranty Policy unless specifically mentioned as included in this Service Plan Document
 - 11.7. Cosmetic parts and Consumables like Body Casings, Plastic Moulded Parts, Chargers, Power Adapters, Batteries, Front / Back Covers, Bezels, any parts or components which are consumed during usage including those whose life is defined in terms of specific period or in specific quantity of performance / Output etc.

- 11.8. Accessories and External parts like Bluetooth devices, Headsets, Ear Phones, Ear Plugs, Connectors, Data, Stylus, Memory Cards, Power Banks, Ports, etc. used in or with the Product
- 11.9. Damage or Defect or loss caused by events that occur outside India
- 11.10. Defects of Damages caused due to normal wear and tear
- 11.11. The defects or malfunctions resulting from exposure to dirt, sand, fire, shock, battery leakage, unauthorized repair, theft, burglary, misplacement, mysterious disappearance of the product in full or parts, abusive usage, reckless / careless handling, willful or intentional damage, abuse or misuse of the product, fire, incorrect voltage, poor environmental operating conditions, infestation by household pets / rats / cockroaches or any other animals or insects, Force Majeure etc.
- 11.12. Defects and Damages caused during Transit or Transportation
- 11.13. Damage to the cosmetic parts or any other damage that does not affect normal working of Your product
- 11.14. Damage or injury to a property or person arising out of using the product

12. Limitations of Liability

- 12.1. We are responsible for repair or replacement of the Damaged Product during the Period of this Service Plan.
- 12.2. If the product is beyond economical repairs, We may at Our sole discretion offer to replace the faulty product with another product of similar specifications of same or similar model or offer You compensation of liquidated damages whose value will be limited to :

Period between Date of Registration of Claim to the Date of Product Purchase	Rate of Depreciation	Depreciated Value
Within 3 months	15%	85%
Between 4 th to 6 th months	25%	75%
Between 7 th to 12 th months	45%	65%

- 12.2.1. Replacement of the Product or Payment of Liquidated Damages shall constitute full and final settlement of Your claim on Us and that this service plan shall stand terminated automatically.
- 12.2.2. The replaced product i.e. Your old & defective product shall become Our property.
- 12.2.3. Our Cumulative Liability will not exceed Settlement of a maximum Two Claims whose total value shall not exceed the Value of Original Purchase Price of the Product
- 12.3. Deductions may be made for accessories, missing & unreturned parts, consumables and other damages that are not covered under the service plan
- 12.4. We shall under no circumstances be liable to the end user or You or any third party for any damages including but not limited to the use or loss of use of the product, loss or recovery of data or any software programs or applications or business, revenue or profits or any other direct, indirect, special, incidental, consequential or non-consequential damages whether or not foreseeable and whether or not based on breach of services, contract or negligence in connection with the sale of the product even if We or one of Our commercial affiliates have been advised of the possibility of such damages.
- 12.5. All services whether expressed or implied under this plan, shall be limited in duration to the service period set forth under this plan and that no services, whether expressed or implied, will apply after expiry of such period. Except as stated above, no other services of any kind, express or implied, will be extended beyond the services as referenced above. We expressly disclaim any services whether express or implied that the spare parts used in repair of product hereunder are of merchantable quality or fit for a particular purpose, and disclaim any other services provided by statute, common law or course of dealing, usage or trade not expressly provided herein.
- 12.6. Your refusal to bear the Service Order / Excess Charges or the depreciation amount shall absolve us of Our obligations to repair or replace the product or to pay liquidated damages and the Service Plan will be treated as automatically cancelled with no further intimation or refund due from us.

13. Cancellation and Termination: In addition to the other terms and conditions, this plan can be cancelled and terminated under the following conditions:
 - 13.1. If Your product does not qualify the eligibility criteria, You may request to cancel & terminate this service plan within 3 Business days of its purchase after which no refund or cancellation is permitted. In such a case, You will be entitled to full refund of the service fee paid by You. To cancel Your plan under above conditions, please return this certificate along with a notice of cancellation to the sales dealer from where You purchased this plan or write to Us through email or Our website and We will assist You with the smooth process to complete the cancellation and refund process.
 - 13.2. Unregistered or inactivated Service Plans are treated as automatically cancelled with no service obligation or refund due from Us. Please contact Us in case You need any help.
 - 13.3. This plan automatically terminates on the last day of validity of the service plan or when One Claim is availed; whichever is earlier. All service requests reported and logged with proper case ID / call login reference number within validity period will be honored by Us for repair / replacement.
 - 13.4. This plan will be treated as automatically cancelled with or without notice in the event of fraud, attempted fraud, theft or loss of the product, You as a customer not fulfilling Your responsibilities or non-disclosure of any changes that affects this plan and no refund of plan fee will be due to Our end.
 - 13.5. Termination due to Transfer: This plan cannot be transferred to a new owner or entity and will be treated as automatically terminated without any refund or notice.

14. Force Majeure: We shall not be liable whatsoever for any failure or delay in the performance under this Service Plan in full or in parts when such failure or delay happens due an "Event of Force Majeure" which means an obligation occurring during or due to including but not limited to:
 - 14.1. Act of God including but not limited to fires, explosions, earthquakes, drought, hurricane, thunderstorms, rains, tidal waves, floods etc.
 - 14.2. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo, Rebellion, revolution, insurrection, or military or usurped power, or civil war, Riot, commotion, strikes, go slows, lock outs or disorder, Acts or threats of terrorism, sabotage, vandalism etc.;
 - 14.3. Ionizing or Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - 14.4. Pressure waves caused by aircrafts or any other aerial devices travelling at Sonic or Supersonic speeds;
 - 14.5. Reasons which are beyond reasonable anticipation & control

15. General & Other Terms
 - 15.1. All terms, conditions, their applicability, Our liability to service or refund and any other obligation is only for those Products & Services that are duly registered by Us.
 - 15.2. A waiver of any right under this plan is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the plan or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the plan are cumulative and do not exclude rights provided by law.
 - 15.3. The services are managed and administered by solely by Us in collaboration and assistance from Infinity Assurance Solutions Private Limited
 - 15.4. A person who is not a party to the service plan shall not have any rights under or in connection with it.
 - 15.5. In case of any provision(s) under this service plan are declared to be invalid due to any reason, such provision(s) shall be severed from this plan and that the other provision(s) shall continue to in full force and effect.
 - 15.6. Under this service plan, Our role, responsibility and risk is limited to providing Repair or replacement as defined and limited within the scope, responsibilities, coverages, exclusions, inclusions, limitations of liability, legal

requirements etc. No other risk has been assumed to have been transferred to Us other than those specifically covered under this plan and that We have not assigned to ourselves or agreed to any rights of subrogation

15.7. This plan constitutes the entire agreement between You and Us i.e. both the parties and supersedes any prior agreement.

16. Governing Laws and Dispute Resolution

This Service Plan, its validity, all definitions, performances, the terms and conditions shall be governed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.