

Product Terms & Conditions
Terms & Conditions of Your 'CPP Asset Secure' Membership
(Purchased and/or Financed through BFL)

Please read this document carefully. It sets out the information and terms and conditions of Your contract with Us for the 'CPP Asset Secure' Membership services.

Please read this document carefully and store it in a safe place

Definitions

Where the following words are used in these terms and conditions, they will have the meanings shown below:

Abroad - In a country other than India.

Agreement - These terms and conditions of the Asset Secure services and any subsequent changes thereto.

Appliance - New appliance(s) purchased by You and/or financed from BFL (Refer Annexure I,II for CPP Asset Secure Membership benefits as applicable to You).

BFL - Bajaj Finance Limited, whose corporate office is at 4th Floor, Bajaj Finserv Corporate Office, Off Pune Ahmednagar Road, Viman Nagar, Pune - 411014, Maharashtra (and from whom You may have financed Your Appliance and / or CPP Asset Secure Membership Fee).

Breakdown - a) For electrical and mechanical items, Breakdown shall mean the mechanical and/or electrical failure of a physical object that causes it to not function in its intended manner. b) For furniture, Breakdown shall mean mechanical operational or structural failure of frames, springs, joints, welds, mechanisms (including inclining, reclining, heating and vibrating), motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications.

Card - Your credit, debit, prepaid, cash and other similar cards.

Card Loss - Loss by You or theft from You of a Card.

Constructive Total Loss [CTL] - An Appliance will be considered to be a constructive total loss if the cost of repair of the Appliance exceeds 75% of the Covered Amount of the Appliance.

Covered Amount - The invoice value/purchase price of the Appliance specified on the Invoice of certified/authorised Vendor/Retailer of the Appliance financed from BFL.

Covered Event - Breakdown of the Appliance as defined under the "Coverage" clause post expiry of Manufacturer's Warranty.

Cover Period - The period which shall always be after expiry of standard Manufacturer's Warranty and as per the tenure mentioned in Your welcome pack.

CPP - CPP Assistance Services Private Limited, whose corporate office address is at Ground Floor, Wing - A, Golf View Corporate Tower-A, Golf Course Road, Sector - 42, Gurgaon - 122002, Haryana, India and registered office is at A-370, 2 Floor, Kalkaji, New Delhi 110019.

Deductible - The amount which shall be borne by the customer in respect of each and every claim made under this EWS. CPP's liability to make any payment under the EWS is in excess of the Deductible.

EWS - Extended warranty service for the Appliance, the terms and conditions of which have been set out in this document.

EWS Service Providers - Our underwriters or network of third party service providers with whom CPP has contracted to facilitate EWS.

Fee - The amount inclusive of applicable taxes, and printed in Your Welcome Pack sent to You electronically, that You pay for availing Service when You purchase Your Membership. CPP reserves the right to revise its Fee at any point of time.

Home - The place where You permanently reside; which You have given Us as Your address while registering for the Membership.

IMEI - International Mobile Equipment Identity

Manufacturer's Warranty - means the period of time for which the standard warranty provided by the manufacturer for the Appliance shall be effective/available.

Market Value - Cost of replacement of the Appliance as new at the time of damage less due allowance for betterment, wear and tear and/or depreciation or the value which can be realized from the market for such damaged Appliance, whichever is lower.

Member|Customer - The person who has purchased and who has called CPP to register for the Membership.

Membership - Your right to use the Service for which You pay the Fee, subject to these Terms & Conditions or as agreed with You from time-to-time.

Normal Operating Condition - Ability of the Appliance to perform its specified function subject to the acceptable level of change in performance due to ageing or climatic conditions. The acceptable level of change for this purpose will be as per the respective manufacturers' specifications.

Period of Agreement - Period of one (1), two (2) or three (3) years, as the case may be, from the Start Date for which You have paid the Fee.

Service - Shall have the meaning given to it in Paragraph A below read in conjunction with Annexure 1 at the end of this Agreement (which specifies the benefits as applicable to You and will be provided to You for the Membership purchased by You).

SIM Card - Subscriber Identity Module card.

Start Date - The date on which the Membership commences as set out in your Welcome Pack which we send to You electronically.

TVS-E - TVS-Electronics Limited

WardWiz - WardWiz India Solutions Private Limited.

We, Us, Our - CPP.

Welcome Pack - The Welcome pack You get or We send to You electronically when You have purchased the Service containing these terms and conditions and other information relevant to the Service.

Year - A period of twelve (12) consecutive months.

You, Your - The Member.

ZEE - ZEE Entertainment Enterprises Limited

ZEE5 - Online streaming services of various contents offered by ZEE

The Service is provided by CPP in conjunction with its third party suppliers/service providers. Should You have any queries about this Agreement or Your Membership, You can contact Us by email at feedback@cppindia.com or by telephoning Us on 1860-258- 3030 (between 11 AM and 9 PM, from Monday to Sunday). You can also write to Us at the following address:

CPP Assistance Services Private Limited

P O Box No 826, Kalkaji Post Office,

New Delhi - 110019

A. Services of CPP Asset Secure Membership

(Please refer Annexure I,II of this Agreement for the benefits as applicable to You for the Membership purchased by You):

A1: Extended Warranty Service (EWS)

A1.1 Coverage

To provide EWS to You, CPP at the inception of this Membership, will contract with EWS Service Providers and through them, will facilitate the repair or replacement in respect of the Appliance caused by a Breakdown arising out of manufacturing defect and/or due to poor workmanship of the service personnel of the authorized workshop during the Cover Period subject to the terms and conditions, exceptions and limitation mentioned herein or endorsed hereupon in future.

Maximum Liability: The maximum amount payable by Us under this EWS in respect of any one (1) Appliance in any one (1) Cover Period will not individually or in the aggregate exceed Covered Amount defined above or the Market Value [whichever is less] of respective Appliance.

A1.2 Special Conditions

1. The Appliance has been purchased by the You within fifteen (15) days prior to purchasing CPP Asset Secure Membership.
2. The Manufacturer's Warranty for the Appliance is still effective/available on the date CPP Asset Secure has been purchased.
3. The Covered Amount in respect of each Appliance must be equal to the invoice value/ selling price as declared by You.
4. The Covered Amount shall stand reduced by the amount of loss that has been claimed by You for any one (1) or more Appliances and cannot be reinstated.

5. In the event of a total loss/CTL settlement of claim or exhaustion of Covered Amount of the Appliance due to payment of partial loss claims, the cover shall cease immediately for that said particular Appliance and You shall not be entitled to any refund of Service Fee.
6. The Appliance is manufactured in India or is legally imported in India and sold through stores supported by an invoice and Manufacturer's Warranty.
7. The Appliance is purchased new from the manufacturers' authorized dealer/ distributor and is supported by Manufacturer's Warranty of not less than twelve (12) months and not exceeding five (5) years.
8. The Appliance must be repaired at the authorized service centers as approved by CPP or its third party service providers or sub-contractors.
9. The Appliance is for domestic and personal use only. Cover is not valid on Appliance(s) intended for commercial, rental or profit generation purposes.
10. The Appliance is used in accordance with the manufacturer's guidelines for the Appliance usage including but not limited to regular maintenance and upkeep of the Appliance.
11. Manufacturer's Warranty remains valid throughout its validity period.

A1.3 Exclusions

CPP and its EWS Service Providers are not liable for and no indemnity will be provided in respect of any loss to the Appliance arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Any claim falling beyond the Cover Period.
2. No Deductible is applicable.
3. Loss or damage arising out of the Appliance not being used in accordance with manufacturer's general instructions/guidelines.
4. Loss or damage for which the manufacturer of the Appliance is responsible under a guarantee and/or warranty/conditions.
5. Loss or damage arising out of improper use of the Appliance
6. Loss or damage arising out of modification or alteration of any nature made in the electrical circuitry and/or physical/structural construction of the Appliance.
7. Where repair work is carried out by persons/agency that are not authorized by the manufacturer or by CPP.
8. Superficial and inconsequential aspects such as noises, vibrations, warpage, oil seepage and sensations that do not lead to dismal performance of the Appliance.
9. Loss or damage to accessories used in connection with the Appliance that were not supplied at the time of purchase of the Appliance by You.
10. Replacement of any consumable item of the Appliance, including but not limited to batteries, bulbs, plugs, cables, ribbons, belts, tapes, fuses, filters, toner or software.
11. Defects or faults that were not covered under the Manufacturer's Warranty.
12. Loss or damage due to or consequent upon wear and tear and/or gradual deterioration of the Appliance.
13. Loss or damage arising out of improper or abnormal electrical/gas/water supply or signal connection to the Appliance.
14. The cost of transporting the Appliance to and/or from the place of repair.
15. Loss or damage caused by or arising out of the wilful acts or wilful gross negligence or fraudulent acts by You and/or Your family and/or Your employees
16. Your consequential losses of any kind.
17. Your legal liability of any kind excluding repair or replacement costs incurred by You in respect of the Appliance by a Breakdown arising out of manufacturing defect and/or due to poor workmanship of the service personnel of the authorized workshop
18. Failure of parts which are subject to recall by manufacturer of the Appliance.
19. The cost of repairing, restoring or reconfiguring computer software or any system programs.
20. Any cost incurred with periodic maintenance of the Appliance, including parts replaced in course of such maintenance operations.
21. Loss or damage due to corrosion, rust, denting, scratching, blockages or dust.
22. Where the original serial number is removed, obliterated or altered from the Appliance.
23. Loss or damage arising out of improper storage or transportation of the Appliance.
24. The cost of installation of the Appliances and/or any optional attachment to the Appliance.
25. Loss or damage due to use of non-genuine parts, accessories and/or consumables.
26. Where there is a change of ownership of the Appliance.
27. Mechanical and/or electrical breakdown caused by overloading, strain, over- running, freezing, excessive pressure, short-circuiting, heating.
28. Service/maintenance calls which do not involve malfunction or defects in the Appliance due to workmanship or material used by manufacturer.
29. Damages caused by services performed by service personnel of the non-authorized persons or repairer workshops.
30. Where the Appliance is subject to commercial, rental or profit generation purposes except in cases of domestic/residential rental property.
31. Loss or damage arising out of any external cause, including but not limited to fire, theft, explosion, water damage, acts of God perils, riots/strike/malicious damage, act of terrorism, corrosion, rust, denting, scratching, animal/insect damage, entry of foreign bodies etc.
32. Accidental damage both internal and external
33. Any circumstance, fact or matter of which You were or ought reasonably to have been aware prior to the commencement of the Cover Period.
34. Ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
35. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
36. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of any government or public local authority.
37. Any loss or damage that arises when the CPP Asset Secure is not in force due to any reason whatsoever.
38. Exclusion specific to furniture which is Appliance:
 - Loss or damage caused by stains howsoever caused.
 - Maintenance, damage caused by normal or ordinary wear-and-tear, including but not limited to scuffing, scrapes, or other surface abrasions, including surface scratches on leather or fabrics.
 - Damage to mattresses, wicker and rattan furniture, nubuck, suede or exotic leathers, split-grain leather hides used in seat cushions, back cushions, or arm areas.
 - Components and mechanisms integrated into furniture, including but not limited to adjustable bed frames, sinks, plumbing, robotics, TV lifts, electronics, USB ports, electrical outlets, electrical appliances, fireplaces, clocks.
 - Fading, colour loss, or colour change and/or cracking and peeling of leather or vinyl.
 - Loss of foam and/or inner spring resiliency (including any impressions or deformation).
 - Repairs carried out by persons not authorized by the company/manufacturer.
 - Checking, cracking, bubbling, or peeling of the finish.
 - Chips, scratches, and/or breakage of glass or any brittle material used in manufacturing or mirrors, loss of silvering on mirrors.
 - Any loss or defects covered under any warranty/guarantee/ other insurance policies.
 - Damage caused by fire, smoke, flood or other natural disaster, theft or vandalism.
 - Damage caused by structural problems or appliance malfunctions such as, but not limited to, leaks from air conditioners, skylights, roofs, water heaters, or water pipes.
 - Furniture that is used for commercial, institutional or rental purposes.
 - Furniture that has been mishandled, neglected, or abused other than intended use as specified by the manufacturer.
 - Furniture sold "as is" or floor samples.
 - Furniture showing signs of infestation, including but not limited to insects, rodents,

termites and cockroaches.

- The effects of weather conditions upon the Appliance such as but not limited to sunlight, wind, weather, rusting, radiation, corrosion.

A1.4 Extended Warranty Service Claim Settlement How to Claim -

If Your covered Product does not work:

1. Check the Appliance user manual/handbook to make sure the controls are properly set and check the fuse in the plug.
2. Check whether You are covered under the terms and conditions of this Agreement.
3. Contact Us and We will connect You to the EWS Service Providers' Helpdesk 1800-2665-900 within seven (7) days of the occurrence of the Appliance Breakdown and We will make the appropriate arrangement's to resolve the problem. If the Appliance is portable, You may be asked to take it to the nearest repair center.

In the event of a loss, the basis of loss settlement shall be as follows:

1. Where an Appliance can reasonably be repaired or reinstated at a cost less than the replacement cost, CPP through EWS Service Providers will facilitate for repair or restore the Appliance to its Normal Operating Condition. No depreciation will be deducted.
2. In the case of a total loss/Constructive Total Loss [CTL] CPP may, at its discretion, either replace the Appliance with a new equivalent model with similar specification not exceeding the Covered Amount for the Appliance or settle the claim in any other manner for the value not exceeding the Covered Amount. No depreciation will be deducted.
3. Claims subsequent to the payment of partial loss claim(s) shall be considered as a Constructive Total Loss [CTL] if the cost of repairs exceeds the remaining Covered Amount after payment of the partial loss claim.
4. In the event of settlement of Total Loss / CTL, this coverage under EWS will prematurely terminate with no refund of fee and the Appliance will become Our property.
5. EWS Service Providers may at their option repair, reinstate or replace the Appliance damaged or destroyed, or any part thereof through any repairer/dealer or the manufacturer of respective Appliance instead of paying the amount of loss or damage.
6. EWS Service Providers shall be entitled to retain any defective part replaced under the EWS.

On receipt of the final survey report or the additional survey report, as the case may be, and on receipt of all required information/documents that are relevant and necessary for the claim, the EWS Service Providers shall, within a period of thirty (30) days, offer a settlement of the claim to You.

A1.5 Your Responsibility, Duties and Obligations: Save as more specifically provided for elsewhere in this Agreement, it is a condition precedent to CPP's liability under this EWS that, upon the happening of any event giving rise to or likely to give rise to a claim under this EWS:

1. You will be required to provide Us or EWS Service Providers with a copy of the complete set of requisite documents at the time of claim that includes:
 - Invoice of the Appliance;
 - Any documents provided by authorized service centre or CPP authorised partner fulfilling the repair request (as requested by Us);
 - ID proof (PAN is mandatory);
 - Cancelled cheque copy; and
 - Any other document as required by Us (or EWS Service Providers) and communicated to You as part of the claim process.
2. You shall immediately and in any event within seven (7) days, give notice of the same to Us or EWS Service Providers in writing or calling at our Extended Warranty Help Desk 1800-2665-900 for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief.
3. You shall not abandon the Appliance, nor take any steps to rectify/remedy the damage before the same has been approved by EWS Service Providers.
4. You shall within fourteen (14) days deliver to Us or EWS Service Providers its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount of indemnification.
5. You shall expeditiously provide Us or EWS Service Providers with all the information, assistance, records and documentation that We or EWS Service Providers might reasonably require
6. You shall allow EWS Service Providers to inspect the Appliance or any other material items related to the claim as per the 'Right to Inspect' clause.
7. You agree to submit all applicable salvage/residuals either in terms of defective parts or such applicable equivalent price on all Your repair claims to EWS Service Providers.

Non-fulfilment of any of the above conditions may result in the EWS being considered as void and all claims made against EWS can be rejected by Us or EWS Service Providers.

A1.6 General Conditions:

1. Due Observance: The due observance of and compliance with the terms, provisions, warranties and conditions of this EWS insofar as they relate to anything to be done or complied with by You shall be a condition precedent to any liability of CPP under this EWS.
2. Reasonable Care: You shall: (a) take all reasonable steps to safeguard the Appliance against any Covered Event; (b) take all reasonable steps to prevent a claim from arising under this EWS; and (c) act prudently.
3. Right to Inspect: If required by EWS Service Providers, their representatives and appointees, including a loss assessor or a surveyor or third party appointed in that behalf, shall in case of any loss/damage or any circumstances that have given rise to a claim under the EWS be permitted at all reasonable times to examine into the circumstances of such loss/damage. You shall, on being required to do so by EWS Service Providers, produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in Your possession and furnish copies of or extracts from them as may be required by EWS Service Providers so far as they relate to such claims or will in any way assist them to ascertain in the correctness thereof or Our liability under the EWS.
4. Contribution: If, at the time of any claim, there is, or but for the existence of this EWS, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of You applicable to such claim/Appliance, then We or EWS Service Providers shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
5. Fraud: If You or any one acting on Your behalf shall make or advance any claim under the EWS be in any respect fraudulent, or if any false declaration/mis-representation/ false statements be made or used in support thereof or if any fraudulent means or devices are used to obtain any benefits under the EWS or if the loss or damage be occasioned by the wilful act, or with Your connivance, all benefits under the EWS shall be void and all claims or payments thereunder shall be forfeited.
6. Automatic Termination: The EWS for the Appliance shall terminate immediately in the event of admissible claim and settlement of 100% of the Covered Amount.

A2: Multi-lingual Feature-Related Assistance Helpline

As part of CPP Asset Secure Membership, You get exclusive access to a multi-lingual assistance helpline service that helps You understand the features of Your home appliances in detail. Our expert advisor will understand Your query and explain all aspects of the relevant features and working of Your appliances in a language that You are familiar with. The assistance helpline can help resolve feature related queries across many brands. You may call at our helpline number for all CPP Asset Secure customers, from Monday to Sunday between 11 AM and 9 PM.

A3: WardWiz Internet Security (Applicable for Desktops or Laptops only) (This feature is not applicable for LED (Panel only))

You will be offered a comprehensive internet security solution for Your desktop/ laptop, powered and owned by WardWiz, who is a third party supplier/service provider and will provide the benefits as mentioned below. WardWiz Internet Security key will be provided to You through the Welcome Pack sent to You electronically or through text message (SMS) to the mobile number provided by You to BFL.

What is provided?

WardWiz Internet Security, being a German product, ensures compliance with global

standards. German technology in itself is a trademark for high quality and it protects Your digital content in Your Computer with real-time protection against malware, hackers, identity theft harmful and unsavory web sites. The features include:

1. Proactive - Heuristic scan ensures Your system is protected as it analysis the behaviour of the applications running at the background.
2. User Friendly - Eye pleasant and user friendly interface is the unique combination built by WardWiz which is very simple to use.
3. Cost Effective - WardWiz is a cost effective solution which provides the multiple tools and utilities.
4. System Efficiency - Reduce random access memory (RAM) consumption and reduces processor heating and helps to improve shelf life of personal computer (PC) components.
5. Flawless encryption - Uses AES 256 which is the most advanced method of encryption and decryption.
6. For deriving benefit from WardWiz Internet Security, You must adhere to the following specific terms and conditions:
 - You are governed by and must comply with the specific license agreement and terms and conditions of WardWiz as applicable to You. They are available for review at www.WardWiz.in.
 - The supported platforms are Windows XP, Windows 7, Windows 8, Windows 8.1 , Windows 10; 32 or 64 bits.
 - Your computer (desktop/laptop) must have available disk space of 800 MB.
 - You must ensure that Your computer is equipped with at least 2GB RAM.
 - You must download the WardWiz Internet Security application on Your computer and provide the information required to install and run the WardWiz application on Your computer.
 - WardWiz Internet Security is provided by WardWiz and WardWiz may at its discretion, add, modify or remove the product features during the Period of this Agreement for which We cannot be held liable in any manner.

A4: Identifier (IMEI) and SIM Registration and Blocking Service (This feature is not applicable for LED (Panel only))

If You register Your mobile IMEI number and SIM Card number with Us, We will hold them safe should You ever need these details. If You lose Your Mobile, We will help You with the notifications that You need to make to block Your SIM Card.

A5: Preventive Maintenance Visit (This feature is not applicable for LED (Panel only))

As part of this benefit, You will be provided with one free home visit per appliance per year of a technician over the Period of Agreement for preventive maintenance service (labour cost only) of Your Appliance, for which we have tied up with TVS-E who is our third party supplier/service provider and will provide this service.

For deriving this benefit, You are governed by and must adhere to the following specific terms and conditions:

- To avail this benefit, please call Us on the helpline number 1860- 258-3030 and Our customer service agent will assist You with the same.
- Preventive Maintenance Visit will be provided in India in the cities under coverage network of TVS-E. Its network development of new cities is in progress. A current list of pin codes where this service is provided is available on our website <https://in.cppgroup.com/>.
- This benefit is governed by the terms & conditions of TVS-E, as provided to You by TVS-E at the time of usage of this benefit.
- TVS-E will only cover the cost of labour for providing the preventive maintenance service. In case of breakdown of the Appliance, any additional cost of material or spare parts and the cost of obtaining such material or spare parts will be borne by You.
- This offer is not an instrument for payment and shall be used only for the purpose of availing the preventive maintenance service of Your Appliance.

Our role in relation to preventive maintenance visit shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from its use.

A6: ZEE5 All Access Annual Subscription (This feature is not applicable for LED (Panel only))

As a part of this benefit, You will be provided with ZEE5 All Access Annual subscription offered by ZEE, an online portal service with various contents, by way of streaming over the internet on mobile and similar handheld devices, and by the way of mobile applications. With this You can watch Live TV channels, originals, movies, TV shows with quality streaming and a premium experience.

For deriving this benefit, You are provided with a unique ZEE5 redemption code in the Pack and You are governed by and must adhere to the following specific terms and conditions:

- Your access to and use of the ZEE5 All Access Annual subscription is subject to Terms of Use, Privacy Policy and all applicable laws, rules, and regulations.
- This subscription is issued and governed by the terms & conditions of ZEE5, as may be amended from time to time. For detailed terms & conditions, please visit <https://www.ZEE5.com/termsofuse>
- You consent to the terms of Privacy Policy of ZEE5 available at <https://www.ZEE5.com/privacypolicy> and agree to the use of Your Personal Information in the manner as provided under this Privacy Policy.
- The redemption code is valid for a period of 3 months from the date of purchase of Membership
- This offer is not an instrument for payment and shall be used only for the purpose of availing ZEE5 All Access Annual subscription on the supported devices. For details please visit <https://www.ZEE5.com/termsofuse>
- Internet service charges applicable as per the plan availed by You from Your telecom service provider shall be applicable while accessing the ZEE5 All Access Annual subscription.
- Content available on ZEE5 shall be subject to change at the discretion of ZEE at any time. The content available to view will vary by geographic location. ZEE may use technology to assess your geographic location.
- Please contact ZEE5 at support.in@ZEE5.com for further details or enquiries regarding Your subscription.

Our role in relation to ZEE5 shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from its use.

A7: Card Loss Reporting Service

If You lose Your Card, You can report a Card Loss to Us at our 24x7 emergency helpline number 6000 4000 (pre-fix STD code) or 1800 419 4000 (Toll-free) and We will contact the Issuers on Your behalf and ask them to cancel or block Your Card.

B: General conditions

Please read this section carefully as it contains important information.

Eligibility

The Service is only available to residents of India who are over the age of eighteen (18).

Term of Membership

1. CPP Asset Secure Membership is valid only if it is purchased within fifteen (15) days of purchase of new Appliance. Membership is available to the person whose name appears in the Welcome Pack only and is non-transferable.
2. You must provide Us with full and accurate information in connection with Your request for the CPP Asset Secure Membership.
3. You must report lost or stolen Cards to us by telephone within twenty-four (24) hours of discovering the Card Loss. We will then contact on Your behalf to Your Card Issuer to get Your Cards blocked. For this purpose, You hereby authorize Us to contact Your Card Issuer.
4. Your Membership begins on the Start Date and continues for the period of the Agreement in return for payment of the Fee.
5. Advance payment of the Fee is the essence of the commencement of Our Agreement with You. In case Your Fees is funded by BFL, then You must repay BFL the full amount paid by BFL to CPP on Your behalf for purchase of Your CPP Asset Secure Membership. CPP shall

have the right to cancel Your Membership without any notice to You if You fail to repay BFL any amount paid by BFL towards Your CPP Asset Secure Membership Fee.

- In case of desktop/laptop, You must install the WardWiz Internet Security on Your desktop/laptop. In addition to compliance with the terms and conditions specified herein, You must comply with the specific License Agreement and terms and conditions of WardWiz for use of WardWiz Internet Security. They are available for review at www.WardWiz.in. It is hereby clarified that WardWiz Internet Security is the property of WardWiz and WardWiz will always remain responsible and liable for any services / claims arising from the use of WardWiz Internet Security by You.
- Any change or new addition to Your Service shall be intimated to You at least forty-five (45) days in advance and such change shall become applicable to You from the date of such intimation. However, it is clarified that the features of WardWiz Internet Security, TVS-E and ZEE5 may be added, modified, replaced or removed during the period of the Agreement without this advance notice period of forty five (45) days.

Limitations

- It is hereby clarified that EWS as described in Sections A1 is facilitated by CPP and for this purpose, We have contracted with EWS Service Providers to provide the EWS to You and their decision on EWS will be binding on You, with no recourse to CPP and for which CPP cannot be held liable.
- It is hereby clarified that WardWiz Internet Security is the property of WardWiz and WardWiz will always remain responsible and liable for any services/ claims arising from the use of WardWiz Internet Security by You as set out in Section A3. You are governed by and must comply with the specific License Agreement and terms and conditions (EULA) of WardWiz as applicable to You. Our role in relation to distribution of WardWiz Internet Security to You shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from the use of WardWiz Internet Security.
- It is hereby clarified that TVS-E (Section A5) will always remain responsible and liable for any services / claims arising from the use of preventive maintenance visit by You. You will be governed by the specific Terms and Conditions of TVS-E as applicable to you by TVS-E at the time of usage of TVS-E. Our role in relation to this service provided to You shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from the use of this service. Note that the preventive maintenance service set out in Section A5 of this Agreement will not be available abroad, and within India, this service will be available in the cities under the coverage network of our third party service providers.
- It is hereby clarified that ZEE will always remain responsible and liable for any services / claims arising from the use of ZEE5 All Access Annual Subscription (Section A6). You will be governed by the specific Terms and Conditions of ZEE as applicable to you at the time of usage. Our role in relation to this service provided to You shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from the use of this service.
- In the event of theft or loss of Cards, You have to immediately call us to report the loss of the Cards. In case You have not shared the details of a particular Card with us and request the same to be blocked, We shall attempt to get that Card blocked with Your Card Issuer with the help of other details provided by You on a best effort basis. In the event that Your input is required in the form of confidential personal information number (PIN) or a telephone identification number (TIN) (which cannot be disclosed to a third party) by Your Card Issuer, We will assist You by conferring You on the telephone call with the Issuer in order for You to provide such PIN/TIN for authentication purposes.
- We cannot be held responsible for any loss, damage or fraud (direct or indirect) which might occur to You due to wrong submission of any information to Us or if We or our third party service providers are unable to provide the Service to You for reasons beyond Our control or even after reasonable efforts made by Us. In no event shall CPP or its third party service providers be liable to you or any third party for any indirect, consequential, exemplary, incidental, special, or punitive damages, including lost business/revenue/profit/goodwill or damages arising from Your use or unavailability of this Service in any manner whether or not We or our third party service providers have been warned of the possibility of such damages or could have reasonably foreseen such damages.

Payment

- You (or BFL) must pay the Fee to Us on the date it is due and/or You must re-pay BFL the full amount paid by BFL to Us on Your behalf for Your Membership.
- CPP reserves the right to revise its Fee at any point of time but it will not change for Your existing Membership.

Cancelling Your Membership

- You have a right to cancel Your Membership at any time during the period of this Agreement. If You exercise this right to cancel, then Your Membership will be cancelled immediately and any payment made by You (or BFL on Your behalf) will be refunded to You (or BFL) as the case may be. The refund of Membership Fee will be as per the following refund grid:
 - Within fifteen (15) days: INR200 (Indian Rupees Two Hundred) will be deducted and balance Membership Fee will be refunded.
 - After fifteen (15) days: No refund of Membership Fee.
 - No refund of Fee shall be due on cancellation under any circumstances if You have used any of the features of the Service or if the cancellation notice is provided after fifteen (15) days from the Start Date.
- We will cancel Your Membership on written notice to You:
 - If We do not receive advance payment of the Fee from You (or BFL) on the date it is due; and/or
 - If You have failed to re-pay BFL the full amount paid by BFL to Us on Your behalf for Your Membership and We are informed by BFL to cancel Your Membership;
 - If You have at any time:
 - given Us false or materially incomplete information in relation to Your Membership; or
 - commit a material breach of the terms and conditions of Your Membership;
 - At Our discretion, by giving You a notice of fifteen (15) days. If We cancel Your Membership prior to the commencement of Cover Period due to any reason other than those mentioned in clause a), b) and c) above, CPP will refund 100% of the Membership fees to You. If We cancel Your Membership after commencement of Cover Period, CPP will refund 100% of the Membership fees provided the EWS service has not been used by You. Any claims reported to Us by You before such cancellation by Us shall be accepted and processed in accordance with the above terms and conditions.

Governing law and Jurisdiction

These terms and conditions are governed by and must be interpreted in line with the laws of the Republic of India. You and We agree that all the disputes/differences arising out of or in relation to this Agreement shall be referred to the exclusive jurisdiction of and settled only by the courts in Delhi.

You and We agree that terms and all other communications will be issued in English.

Dispute Resolution

- If any dispute or difference shall arise as to the fulfilment of any service offered under CPP Asset Secure (liability/claim being otherwise admitted by CPP), such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by CPP and You or if they cannot agree upon a single arbitrator within thirty (30) days of any party [CPP or You] invoking arbitration, the same shall be referred to a panel of three (3) arbitrators, comprising of two (2) arbitrators, one (1) each to be appointed by CPP or You, and the third arbitrator to be appointed by such appointed two (2) arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time-to-time. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be in Delhi.
- It is also hereby further expressly agreed and declared that if CPP shall disclaim/repudiate the liability to You for any claim, and such claim shall not, within thirty-six (36) calendar months from the date of such disclaimer have been made the subject matter of a suit or proceeding before a Court of law or any other competent statutory forum/

tribunal, then all benefits shall be forfeited and Your rights shall stand extinguished and the liability of CPP shall also stand discharged.

Complaints

If at any time You want to tell Us about a problem with Your Membership please call Us on 1860-258-3030 (between 11 AM and 9 PM, from Monday to Sunday) or You can write to the

Complaints Manager at:

CPP Assistance Services Private Limited
P O Box No 826, Kalkaji Post Office,
New Delhi - 110019

We will do our best to revert to Your query within 48 working hours. We will also do our best to send You communications as relevant from time to time to keep You informed on the progress.

If You think you are not getting a satisfactory response, You may escalate the matter to escalations@cppindia.com.

Recording calls

We record all telephone calls made to Us. We do this to:

- Provide a record of the instructions We have received from You;
- Allow Us to monitor quality standards;
- Help Us with staff training; and
- Meet legal requirements.

All communications and Membership documents will be in English unless otherwise agreed.

Your consent

By entering into this Agreement You hereby expressly accord Your consent and authorize Us to collect all the required data/information including any sensitive personal data or information from You under this Agreement. Prior to providing any information, You have an option not to provide the data or information sought under this Agreement by sending to Us a written notice to that effect.

By entering into this Agreement, You hereby expressly accord Your consent that for the better performance of this Agreement We may transfer Your data/information to any city within India or to a country outside India as mentioned herein. If We do transfer Your data within or outside India, We will make the appropriate checks to ensure that Your data is adequately protected.

Remember that upon request, You have a right to see and review all the personal information We hold about You and if found to be inaccurate or deficient shall be corrected or amended as feasible. If You would like to request this, please contact Our Customer Services Team on 1860-258-3030 (between 11 AM and 9 PM, from Monday to Sunday). Please note that there will be a separate administration charge for the provision of this information. Please note that We will not be responsible for the authenticity of the information provided by You to Us as required under this Agreement.

You have the right to withdraw the consent earlier provided by You with respect to providing Your data/information sought by Us anytime while availing the Services. Such withdrawal of the consent shall be intimated in writing to Us. However, in the event that You decide not to provide the data/information sought by Us or withdraw the consent earlier given by You, then We retain the right to not provide the services for which such data/information was sought.

Data Protection Notice

We will use the information You provide to:

- Manage Your Membership;
- Collect Fees when due; and
- Provide the Service to You.

We may ask BFL to tell Us about changes in Your address and other personal and financial details so that We can update Your records. This may include, but is not limited to, asking for information about changes to any of Your personal information (e.g. phone or fax numbers, or e-mail addresses).

We may pass Your personal information to Our approved suppliers/service providers, including Our group companies, for the purpose of sending correspondence to You and providing some of the features of the Service to You. They may contact You by post, landline telephone or, if You have previously agreed, by email or mobile phone. By taking out Your Membership and by giving Us Your address, phone number and email address, You agree that We and Our approved suppliers/service providers may contact You using these methods, unless You have told Us not to. If You do not want Your details to be used for these purposes, please let Us know in writing at any time.

How We protect Your data

We take data security very seriously and go to great lengths to ensure Your information is protected against unauthorised use of any kind. We have appropriate measures in place to safeguard the data We hold. Our Information and Data Security Systems at CPP Group Plc have been verified by accreditation in the form of ISO 27001 and PCI-DSS certificate for Information Security Management.

Our suppliers/service providers are vetted to ensure they comply with the necessary data protection protocol before they are approved.

We are continually reviewing and updating Our security procedures as new technologies become available. All areas of Our website where personal information is collected are secure and will display the 'padlock' symbol for reassurance. Where information is transferred it shall be encrypted using the latest encryption technology commercially available.

Please refer to Our data privacy policy on Our website <https://in.cppgroup.com/> for more details.

Who We may pass Your details to and how they would be used

Updating Your records

We may ask BFL to tell Us about changes in Your contact details/details specifically related to the Services (subject to any disclosure contract in this regard that You may have with BFL) so We can update Your Membership records.

Providing the Service

When You purchase the CPP Asset Secure Membership, We will pass Your personal details and details of Your Appliances to EWS Service Providers with whom we have contracted to provide the EWS to You as described in Sections A1. We will only pass to them the relevant amount of information required for them to be able to provide You EWS should You need it.

We may also pass Your personal details to Our approved suppliers/service providers to provide some of the other services described in Section A. We will only pass to them the minimum amount of information required for them to be able to identify You, should You need these services. Our suppliers will pass Your information (such as Your name, contact details, etc.) to third parties to enable them to assist You only in instances when You require help from them.

We may pass Your personal information to Our approved fulfilment and courier vendors so that We can send correspondence to You and provide some of the features of the Service to You.

Marketing and Market Research

To avoid contacting You unnecessarily about products or services You may already have, We will compare Your details with information on prospect files prepared by BFL. When We do this We may need to tell BFL/third party suppliers/service providers that You have subscribed for the Service or hold a product with Us and disclose enough personal data to allow BFL/Our third party suppliers/service providers to identify You on these files.

We and Our approved suppliers/service providers may also use Your personal information to contact You about goods and services that might interest You or invite You to take part in market research surveys. You may be contacted either by post, phone or e-mail for these purposes. If You would prefer this not to happen, please let Us know when You register, or call Us at any time if You change Your mind.

Grievance regarding Data Protection issues

If at any time You want to tell Us about a problem, discrepancy or grievance regarding Your personal data/information/details or the processing thereof, please call Our designated grievance officer Ms. Prachala Singh on 1860-258-3030 (between 11 AM and 9 PM, from Monday to Sunday) or You can also write to Our grievance officer at:

CPP Assistance Services Private Limited

Annexure I
List of benefits as applicable and provided to You for the Membership purchased by You.

Product Price Range	Product Term	Product	CPP ASSET SECURE FEATURES LIST					
			Multi-Lingual Assistance Helpline	Anti-Virus for laptop/ PC (WardWiz)	Single Call Card Blocking	Preventive Maintenance Visit	ZEE5 All Access Annual subscription	Extended Warranty
Approx perceived value (Rs.)			400	600	500	400	999	As Applicable
Rs. 0 - 70k	1 year	LED (Panel only)	✓	✗	✓	✗	✗	✓
		LED TVs	✓	✓	✓	✓	✗	✓
		All Others*	✓	✓	✓	✓	✗	✓
Rs. 70k - 5L	1 year	LED (Panel only)	✓	✗	✓	✗	✗	✓
		LED TVs	✓	✓	✓	✓	✓	✓
		All Others*	✓	✓	✓	✓	✗	✓
Rs. 0 - 70k	2 years	LED TVs	✓	✓	✓	✓	✗	✓
		All Others*	✓	✓	✓	✓	✗	✓
Rs. 70k - 5L	2 years	LED TVs	✓	✓	✓	✓	✓	✓
		All Others*	✓	✓	✓	✓	✗	✓
Rs. 0 - 70k	3 years	LED TVs	✓	✓	✓	✓	✗	✓
		All Others*	✓	✓	✓	✓	✗	✓
Rs. 70k - 5L	3 years	LED TVs	✓	✓	✓	✓	✓	✓
		All Others*	✓	✓	✓	✓	✗	✓

*For 'All Others', refer Annexure II for list of appliances

Annexure II
List of other appliances

Air - Conditioners	Refrigerator	Washing Machine	Home Theatre	Microwave Ovens	HandyCam	Vacuum Cleaner	Kitchen Appliances	Water Purifier
Phone	Laptop / Printer	DSLR	Digital Camera	LCD TVs	Air Coolers	Music System	Water Heater	Tablet