Product Terms & Conditions

Terms & Conditions for Your CPP Fonesale Life Membership (Purchased through BPL)		
Tier	Device Range	MRP (Incl. Taxes)
Tier 1	Rs. 6000 to Rs. 10000	Rs. 649
Tier 2	Rs. 10001 to Rs.12000	Rs. 899
Tier 3	Rs. 12001 to Rs. 20000	Rs. 1099
Tier 4	Rs. 20001 to Rs. 30000	Rs. 1499
Tier 5	Rs. 30001 to Rs. 40000	Rs. 1999
Tier 6	Rs. 40001 to Rs. 50000	Rs. 2599
Tier 7	Rs. 50001 to Rs. 70000	Rs. 2999
Tier 8	Rs. 70001 and above	Rs. 3599
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Please read this document carefully. It sets out the information and terms and conditions of Your contract with CPP for the 'CPP FoneSafe Lite' 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 CPP FoneSafe Lite services and any subsequent changes thereto.

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 have financed Your CPP FoneSafe Lite Membership Fee)

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 and registered office is at A-370, 2 Floor, Kalkaji, New Delhi 110019.

Equipment - Your Mobile Phone or Tablet (including iPAD) purchased by You and financed

Equipment Damage - Screen Damage of Your Equipment.

F-Secure - F-Secure Corporation and (or) F-Secure Private Limited.

F-Secure SAFE - A comprehensive security solution relating to Your mobile phone or tablet (including iPAD), which is owned and provided by F-Secure.

Fee - Means the amount inclusive of applicable taxes (as shown in table above) that You pay towards 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

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

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

Mobile Phone - Your mobile or cellular phone

SIM Card - Means the Subscriber Identity Module card.

Period of Agreement - The twelve (12) month period from the Start Date.

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

Service - Shall have the meaning given to it in paragraph A below.

We, Us, Our - CPP.

Welcome Pack - Means 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

ZEES - Online streaming services of various contents offered by ZEE

CPP FoneSafe Lite service is provided by CPP Assistance Services Private Limited, whose corporate office address is Ground Floor Wing A, Golf View Corporate Tower-A, Golf Course Road, Sector 42, Gurgaon – 122002, Haryana in conjunction with its third party suppliers/ service providers.

Should You have any queries about these terms and conditions or Your Membership, You can contact Us by email at feedback@cppindia.com or by telephoning Us on 1860-258-3030 (between 11 am - 9pm, Monday - Sunday). You can also write to Us at the following address:

CPP Assistance Services (Pvt) Ltd

POBox No 826, Kalkaji Post Office,

New Delhi - 110019

A. Assistance Services

A1: F-Secure SAFE (Applicable for Mobile Phone or Tablet only)

You will be offered a comprehensive internet security solution for Your Equipment (mobile phone or tablet including iPAD), powered and owned by F-Secure, who is a third party supplier/service provider and will provide the benefits as mentioned below. F-Secure SAFE 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?

F-Secure SAFE protects Your Equipment and digital content there in with the features which include:

Safeguard Data: F-Secure SAFE provides the following features which ensure the safety of Your data in the Equipment:

- · Remote lock Allows the Equipment to be remotely locked through a secure website so that strangers cannot access personal information.
- $\bullet \ \ \text{Remote wipe-Allows erasing of information on the Equipment, so that information cannot}$ be used for fraudulent purposes. Contacts back-up and restore - Allows saving of contacts from Equipment so they can be
- easily restored as and when required. **Safeguard Phone:** F-Secure provides the following features which protect Your Equipment:

· Call and text blocker - Allows blocking of calls and text messages from specific phone

- SIM Card lock Instantly locks the phone in case the SIM Card is removed, thus preventing usage of Your Equipment using another SIM Card. Tracking and Recovery: F-Secure provides the following features which help in tracking and

recovery of Your lost / stolen Equipment:

- Remote locate Shows where the device is on a map.
- · Scream alarm Allows activation of a scream alarm to locate the Equipment Threat

Protection: F-Secure provides the following features which protect Your Equipment from threats: Virus and Malware protection - detects and removes viruses and other internet based

- threats without affecting Equipment performance.
- $Download\ protection\ -\ automatically\ scans\ downloaded\ applications\ and\ application\ updates\ for\ threats\ and\ removes\ them.$

· Automatic SD Card scan-allows automatic scanning of SD cards for threats when they are plugged into the Equipment.

For deriving benefit from the F-Secure SAFE, You must adhere to the following specific terms and conditions:

- 1. You are governed by and must comply with the specific License Agreement and terms and conditions (EULA) of F-Secure as applicable to You.
- The supported platforms for Mobile/Tab are Android 4.0 or later, iOS 8 or later $\boldsymbol{\delta}$ Windows Phone 8.
- You must download the F-Secure SAFE application on Your Mobile/Tab and provide the information required to install and run the F-Secure application on Your device
- 4. F-Secure SAFE is provided by F-Secure and F-Secure may at its discretion, add, modify or remove the product features during the Agreement Period for which We cannot be held

A2: ZEE5 All Access Annual Subscription

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 ZEES 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 All Access Annual Subscription, 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 All Access Annual Subscription is available at https://www.ZEES.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 ZEES All Access Annual subscription on the supported devices. For details please visit https://www.ZEE5.com/termsofuse
- $Internet\ service\ charges\ applicable\ as\ per\ the\ plan\ availed\ by\ You\ from\ You\ telecom\ service\ provider\ shall\ be\ applicable\ while\ accessing\ the\ ZEE5\ All\ Access\ Annual\ subscription.$
- Content available on ZEE5 All Access Annual Subscription 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 ZEES at support.in@ZEES.com for further details or enquiries regarding Your subscription.

Our role in relation to ZEES All Access Annual Subscription 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.

A3: Loss Reporting Service - SIM Blocking

If You lose Your Equipment, We will help You with the notifications that You need to make to block Your SIM Card.

A4: Identifier (IMEI) and SIM Registration Service

If You register Your Equipment IMEI number and SIM Card number with Us, We will hold them safe should You ever need these details.

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) years.

Term of Membership

- 1. CPP FoneSafe Lite Membership is valid only if it is purchased within fifteen (15) days of purchase of new Equipment
- Membership is available to the person whose name appears in the Welcome Pack only and is non-transferable.
- You must provide Us with full and accurate information in connection with Your request for the CPP FoneSafe Lite services
- Your Membership begins on the Start Date and continues for the period of 12 months in return for payment of the Fee.
- Advance payment of the Fees is the essence of the commencement of Our Agreement with You. You must repay BFL the full amount paid by BFL to CPP on your behalf for purchase of Your CPP FoneSafe Lite 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 FoneSafe Lite Membership Fees.
- You must report the Equipment Screen Damage to Us by telephone / email within twenty-four (24) hours of discovering the Damage.
- 7. In case of Mobile Phone or Tablet, You must install the F-Secure SAFE on Your Equipment and must have a working data connection. In addition to compliance with the terms and conditions specified herein, You must comply with the specific License Agreement and terms and conditions of F-Secure for use of F-Secure SAFE. They are available for review at www.fsecure.com It is hereby clarified that F-Secure SAFE is the property of F-Secure and F-Secure will always remain responsible and liable for any services / claims arising from the use of FSecure SAFE 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 F-Secure SAFE and ZEES where We are acting as facilitator may be added, modified, or removed during the Period of Agreement without this advance notice period of forty-five (45) days.

Limitations

- It is hereby clarified that F-Secure SAFE is the property of F-Secure and F-Secure will always remain responsible and liable for any services / claims arising from their use by You. You are governed by and must comply with the specific License Agreement and terms and conditions (EULA) of F-Secure as applicable to You. Our role in relation to distribution of F-Secure SAFE 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 F-Secure SAFE.
- 2. 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 A2). 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.
- 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 by You or if are unable to provide the Services to You for reasons beyond Our control or even after reasonable efforts made by Us.

- 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.
- 2. 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

 $1. \ \ You have a right to cancel Your Membership at any time during the period of agreement. If$

You exercise this right to cancel then Your Membership will be cancelled immediately and any payment of Membership Fees made by You (or BFL on Your behalf) will be refunded to You (or BFL) as the case may be, as per the terms agreed with BFL.

The refund of Membership Fee will be as per the following refund grid:

Within 30 days: Rs. 100 will be deducted and balance membership fees will be refunded After 30 days: No refund of membership fees

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 thirty (30) days from the Start Date.

- 2. 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
- 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
- You damage or do not return the replacement mobile phone provided to You within the stipulated period; and/or
- · You have at any time:
- given Us false or materially incomplete information in relation to Your Membership; or committed a material breach of the terms and conditions of Your Membership.

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.

Complaints

If at any time You want to tell Us about a problem with Your Membership please call Us on 1860-258-3030 (between $11\,am-9pm$, Monday-Sunday) or You can write to the Complaints Manager at:

CPP Assistance Services (Pvt) Ltd 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, <u>You hereby expressly accord Your consent</u> 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 11am-9pm, Monday-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 BFLto 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 email addresses).

Wemaypass Yourpersonalinformation Ourapproved 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 that 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 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 BFLto 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 take the Membership, We pass Your personal details to Our approved suppliers/ service providers to provide some of the 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 Our business partners. When We do this We may need to tell Our business partners/ 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 Our business partners/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, <u>please let Us know when You register</u>, 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 – 9pm, Monday – Sunday) or You can also write to Our grievance officer at:

CPP Assistance Services (Pvt) Ltd P O Box No 826,

Kalkaji Post Office, New Delhi - 110019

Our grievance officer will do his best to expeditiously redress any issues/grievance that You may have within a period of thirty (30) days from the date of receiving Your grievance.