

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. "Standard Terms and Conditions" shall mean this document and any and all schedules or annexures attached to it or incorporated in it by reference and shall include any modifications published in writing by the organisation in this regard.
- 1.2. "Organisation" refers to the organisation namely "**SPX SMART PROTECT IN PRIVATE LIMITED**" and includes any individual or entity specifically authorised by the organisation.
- 1.3. "Customer" refers to person who have made the appropriate payment according to Schedule A for the activation of plan till the validity of plan. The term customer may also be referred to as 'You', 'Your' and 'Customer' in this Customer T&C.
- 1.4. "Policy" refers to these Standard Terms and conditions read with the appropriate plan adopted as per Schedule A after the necessary payments, documentations and verifications thereof. Further the Policy shall include any terms or conditions which are made available by the organisation from time to time through any other mode including the online modes.
- 1.5. "Documentations" shall mean to include all kind of preparation of documents which are necessary for the specific facts and circumstances and includes the preparations for presentation before any concerned authority of law or the court of law as applicable to the case.
- 1.6. "Plan" refers to the service or the bundle of services as applicable to the customer. The term Plan shall also be used to determine the duration as well as the Nature of Service which can be availed during the tenure of the applicable plan. These Plans may also be subjected to the maximum limits, deductibles, exclusions, conditions, and other terms specifically mentioned in that regard. The term Plan(s) may also mean to include the products/ services package offered by the organisation from time to time, which products/services may have add-on components or features as per the conditions specified by the organisation from time to time.
- 1.7. "Joint Plan": means any Plan that is taken for two or more members at the same time where the two members are related to each other by way any of the following:
 - 1.7.1. Spouse
 - 1.7.2. Siblings
 - 1.7.3. Parent – Child
 - 1.7.4. Grandparent – Grandchild

Note: This is subject to all the members fulfilling all the necessary conditions jointly, severally and individually.
- 1.8. "Eligible Device" means the electronic devices having the valid Product ID in reference to which the Plan is activated by the organisation after verification and documentations; in accordance with these Standard Terms and Conditions and the Schedules thereof.
- 1.9. "Product ID" refers to unique identification in relation to the eligible devices which can secure the necessary verification of the device. The term product ID in relation to the mobile phones may refer to the IMEI numbers or any other applicable unique identification.
- 1.10. "Fee" shall mean the amounts charged by the Organisation in accordance with the Schedule A from time to time for the Plan(s) opted by the Customer for the respective duration of the plan. The Plan Fee may be inclusive of all the applicable taxes.
- 1.11. "Deductible" refers to a specified amount of money that shall be payable by the customer for getting any specific service as may be defined in the Schedule A or may be communicated from time to time. Further it includes the amount which are required to be deducted from the value to be given to the customer; due to the available circumstances and as per the latest policies of the organisation from time to time.
- 1.12. "Applicable Laws" or "Laws" includes all applicable statutes, enactments, acts of legislative or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, court or recognized stock exchange of competent jurisdiction.
- 1.13. "Term or Duration or Tenure" shall mean a period of time as defined thereafter in the same sentence or in case the start is not defined then the same will be considered from the date of payment and similarly in case the end of the same is not defined then the same will be considered till the expiration of the applicable plan.
- 1.14. "Effective Date" shall mean the date as on which the specific clause for which the effective date is mentioned, should be considered as operative and the effects of such clause shall be applicable only after that date and not before such date. In case, the context doesn't suggest any effective date, then the date of this payment will be considered as effective date.
- 1.15. "Eligibility" shall mean each eligible person as described in the Schedule-A, who is registered with the organisation, and for whom a plan fees is paid, shall become a customer on the effective date.
- 1.16. "Channel Partner" means any third-party Outlet or entity affiliated with the Organisation who is authorised to describe / sell / provide the plans to the customers or the necessary services thereof and may be considered as a point of contact with the organisation in the applicable circumstances.
- 1.17. "Service Centre" means the Authorised Service Centre as applicable to the eligible device in relation to which the plan is adopted or the Authorised Service Centre

according to the policies of the Organisation used for carrying out Repair/Replacement or providing the necessary Reports thereof.

- 1.18. "Force Majeure" shall mean circumstances including (without any limitation) any act of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, acts of terrorism, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, and explosions, any change/repudiation of act, rules, regulations, bye-laws, policies or any reason beyond the control of the organisation effecting the performance of the obligations.
- 1.19. "Confidential Information" means written (including electronic form) and verbally communicated information which by (i) its inherent nature, (ii) the circumstances of its disclosure, or (iii) its markings or legends, the receiving Party should reasonably understand to be proprietary and confidential to the disclosing Party whether it is Personal Information/Data or commercial in nature.
- 1.20. "Personal Information/Data" shall mean and include such personal and financial information of the Customer relating to his/her data /or documents, in any medium including financial information such as bank account or credit card or debit card or other payment instrument details, identification document details including passport, PAN card details, driving license, etc.
- 1.21. "We", "Us", and "Our" is used for reference to Organisation unless the context requires the otherwise. "You" and "Your" is used for reference to the Customer unless the context requires the otherwise.

2. SCOPE

- 2.1. These Standard terms and conditions shall govern the transaction between the Organisation and the party whose name appears on the Welcome cum Acknowledgement Letter ("Customer") in relation to the Plan(s) provided by the Organisation.
- 2.2. These Standard terms and conditions define the framework and the respective obligations of the parties. Specific terms and conditions relating to the specific Plan(s) that has been availed by the Customer supplementing or derogating from these general terms and conditions may also be agreed to in the Plan Terms in writing which shall be annexed to these Terms.
- 2.3. The Customer acknowledges the receipt of the Terms and the Plan Terms, as applicable and agrees to be fully bound by these. In the event, the Customer activates the services by sharing device details or applies / avails of any benefit under any of the Plan or lodges a claim within the term of the Plan, the Customer shall be deemed to have accepted these Terms and conditions unconditionally.
- 2.4. The Organisation shall provide the services according to the selected plan and paid

by the customer and the same shall be valid only for the tenure as defined in the Schedule-A.

- 2.5. The Organisation agrees to provide coverage to all expenses to the Customer as outlined in the Schedule A and subject to the conditions and limits specified.
- 2.6. The Customer has and hereby consents to the use of Personal Information by the Organisation for the purposes of providing the various services under the Plan(s) and the Organisation hereby acknowledges the privacy and the confidentiality of Customer's Personal Information so collected by the Organisation by itself or on its behalf and shall take all reasonable steps to protect it and maintain its confidentiality. The Customer also hereby consents to the Personal Information being disclosed by the Organisation to any third party or Channel Partner of the Organisation who will be either providing the add-on insurance or other benefit and/or services on each of the Plan(s) for the purposes of fulfilment of the services or if required by law.
- 2.7. The Customer expressly and without limitation, consents to the Organisation or its channel partners recording phone calls between the Customer and the Organisation on the helpline numbers provided by the Organisation from time to time in order to (i) provide a record of the instructions received from the Customer and to share the same with the Channel Partners, if required, (ii) allow itself or its channel partners to monitor quality standards, (iii) training purposes, and (iv) meet legal and regulatory requirements.
- 2.8. The Customer acknowledges that the Organisation has sole right to vary the features/benefits under the Plan(s) or the amount or rate of the Plan Fee or part thereof, from time to time.
- 2.9. The Customer hereby consents to receiving period SMS / email or any other communication from the Organisation of information pertaining to its product features / services or any amendments thereof.
- 2.10. This plan shall apply and strictly limited to Covered Events and understanding as per the Schedule A and shall be only construed with the conditions as applicable or occurring in India at the time making payment for the Plans. Any event which requires coverage after the date of plan, shall be wholly dependent upon the discretion of the Organisation and shall not incur any right to the customer for the same.
- 2.11. The Plan shall mean to include the Events occurs in India only and not outside INDIA, in case the services involving facts and circumstances outside India in any manner, then the same will not be applicable unless a specific Plan which includes the concerned services covering events outside India are taken prior to the happening of that events and circumstances.
- 2.12. Any Covered Events which occur or arise due to any prior events to the effective date of a plan will be considered excluded and no benefits will apply and the same

shall be available only as per the discretion of the organisation after due verification and analysis and may be applied in full or in part thereof.

- 2.13. The Plan may be renewed after the payment by the customer of the Renewal Charges as stated under Schedule A with the prior discretionary approval of the organisation. Further, the Renewal of the Plan may require the re-assessment of the facts and circumstances of the Customer by the Organisation as per the discretion of the Organisation and the same will necessarily require the documentation and support by the customer to the Organisation as required by the Organisation at that point of time.
- 2.14. The Plan shall be deemed to be lapsed in case of non-payment on or before the expiration of the plan and any or all kind of rights arising out of the plan to the customer shall lapse without harming any right to the Organisation.
- 2.15. Mere payment by the customer shall not infer any rights on the part of the customer and shall only be valid after issuance of approved acknowledgement by the Organisation in that regard.
- 2.16. The Organisation shall not be responsible for the part payments made by the customer and shall be at the discretion of the organisation whether any benefit can be provided to the payer in this regard.
- 2.17. The organisation shall maintain whatever authority needed to make changes whenever in the terms and conditions, approaches, with next to no notification, if any changes are expected to be made in accordance with changes in the applicable regulations and structures by the regulatory or government authorities or by the Court of Law. Assuming any of these circumstances renders any part of these terms and conditions to be invalid, void, or under any condition unenforceable, that part will be considered severable and won't influence the legitimacy and enforceability of balance part of these terms and conditions.
- 2.18. The Organisation shall not be considered liable for any deferral or inability to the commitments under any circumstances emerges from any reason which is beyond the sensible control of the organisation.

3. COVERAGE LIMIT OR LIABILITY

- 3.1. The maximum liability of the Organisation under the plan shall not exceed in aggregate beyond the limits specified in the Schedule A.
- 3.2. No Interest of any nature is due or payable by the organisation in any manner whatsoever.

4. CLAIMS PROCESS

- 4.1. The Customer must notify the Organisation promptly within two days of discovering the loss or damage for making any claim.
- 4.2. The Customer shall forward to the Organisation the claim form, eligible device,

its original receipts of purchase, all the documents related to device, plan and necessary reports verifying the circumstances, acknowledgement from the police (if available) or any other proof whether written or otherwise to support the Claim within seven (7) days from the date of notification of a Claim as stated in above clause.

- 4.3. The original charger and charging cable of the Device need to be returned in working condition along with the original Device while availing the benefits of Plan. The original charger and charging cable should be in working condition, without any body damages or missing parts. In case the Customer fails to provide the original box, charger and other accessories for the Device under the conditions specified above, then the value of benefits shall be reduced by a value calculated by the organisation or at least 15% of the original Invoice Value.
- 4.4. The IMEI of the Device matches the IMEI of eligible Device at the time of handover. Further, the Screen lock is not active (all forms of screen locks like pattern, pin, password, fingerprint, face recognition, smart Lock, etc. need to be deactivated). In case any need by the organisation, the customer agrees to provide necessary details and support to access the device or any information thereof.
- 4.5. The Organisation will register claims within two days of receipt of all documents from the Customer and send the list of further documents to be provided by the customer.
- 4.6. The Customer shall cooperate fully with the Organisation during the claims investigation process and further cooperate with the Surveyor / Investigator if appointed. The Organisation reserves the right to investigate and appoint legal counsel to handle the claim.
- 4.7. The customer shall forward to the Organisation such documents within seven (7) days from the date of receipt of intimation of registration of claim by the Organisation. It is pertinent to note that all the documents, affidavits, information and evidence, which are required to be provided by the Customer under the Claim Form, would be provided at the expense of the Organisation as per applicable structure of the organisation in the form and nature required in the Claim Form.
- 4.8. All communications by the Organisation's employees/ partner employees/ representatives with the customer will be done at the registered email address/mobile number. In case the customer is non contactable then a total of 3 attempts will be made. If the customer is still non contactable an email will be sent to the customer for action within 48 hours. In case the customer fails to respond within the timeline then the Organisation reserves the right to close the claim.
- 4.9. Pickup Methods:
 - 4.9.1. In case of area covered by logistics partner: Post successful verification of documents, pickup will be scheduled from customer within 24 hours. Two physical/calling attempts will be made to pickup the device. In case these

attempts have failed then an email will be sent to customer requesting pickup to be scheduled within 48 hours. In case the pickup is not successful, the Organisation reserves the right to close the case.

- 4.9.2. In case of available nearest Channel Partner: In case where; either the area is not covered by any logistic partner or the organisation considers that the eligible device needs to be made available at the nearest Channel Partner, then after the necessary communication by the organisation, the Customer will need to furnish the eligible device at such location within 72 hours.
- 4.9.3. In case of area not covered by logistics partner and non-availability of nearest Channel Partner: For area not covered by logistics partners, the Organisation will inform the customer about the location for sending the device and the Customer will need to make available the device at such location within 72 hours. All cases where the device not received within 72 hours will be closed by the Organisation without further intimation
- 4.9.4. In other cases: where the organisation finds it reasonable in any manner whatsoever and the customer reaches any office or point of contact of the Organisation within 72 hours, the Organisation may consider the same to be valid pickup and proceed for the claim process.

5. DUTIES OF THE CUSTOMER

The Customer have the following duties amongst other covenants of these terms and conditions:

- 5.1. The Customer shall comply with the Terms and Conditions of the Plan (as applicable). This also applies to terms and conditions set out herein and any others which may be added to the Terms and/or the Plan Terms and communicated to the Customer at a later date;
- 5.2. The Customer shall provide the Organisation with full and accurate information in connection with the coverage, as applicable;
- 5.3. The Customer shall act in a bona fide manner to make a claim;
- 5.4. The Customer need to verify that the matter is covered under the selected plan and submit a written notice of claim and cooperate with us in the investigation of any claim.
- 5.5. The Customer shall authorize us and any other person or firm (as approved and authorised by us) to obtain pertinent device, records or documents for the necessary presentations and dealings thereof.
- 5.6. The Customer is over the age of 18 years and a resident of India before any applicable date and the Total Fee up to the date of claim has been paid.
- 5.7. The Customer assures the organisation that the Customer is the sole, absolute and lawful owner of the Eligible Device and the device has been used by the customer in accordance with the applicable laws of the land.

- 5.8. The Customer assures the organisation that device along with all its accessories, wherever applicable, under the Plan is genuine and is not counterfeit, free from any and all encumbrances, liens, attachments, disputes, legal flaws or any agreement of sale etc.
- 5.9. The Customer knows that the Plan is non-transferable.
- 5.10. The Customer knows that the transfer of ownership of the Device to another party will render the Plan & its benefits null and void.
- 5.11. The Customer shall take No legal action until there has been full compliance with all the terms of the Plan. No person or organization has any right under this Plan to bring us into any action to determine the liability of a customer.
- 5.12. Duty of care shall be over & above the conditions stated in the terms & conditions. This condition is paramount to the plan i.e. owner of the concerned device shall take care of device always as if uninsured and will have to behave in most diligent way and Lack of duty of care and non - diligent act or behaviour will amount to breach of duty of care, in such situation / circumstances claim may not be payable as per Duty of care.

6. EXCLUSIONS:

We do not provide coverage for:

- 6.1. Any matter not specifically listed Schedule A.
- 6.2. Pre-existing issues known to the Customer prior to the effective date of this Terms and Conditions; not disclosed to the organisation.
- 6.3. The Plans which are obtained by using any fraud, misrepresentation or any defaults.
- 6.4. Claims arising from illegal activities, intentional misconduct, or criminal actions by the Customer.
- 6.5. Matters in which the cost of providing the services is equal to or exceeds the plan mentioned in Schedule A.
- 6.6. Claims related to non-compliance with the terms and conditions.

7. TERMINATIONS AND EXPIRATIONS

- 7.1. The Plan shall be deemed to be terminated on the date of approval of the claim by the Organisation.
- 7.2. The Plan shall be deemed to be terminated on the Non-payment of fees and any amount paid before such date shall be considered as forfeited and non-refundable;
- 7.3. Discovery of fraud, material misrepresentation, intentional concealment or false statements or engaged in fraudulent conduct relating to the Plan; made by, or with knowledge of the customer in obtaining the Plan, in continuing the Plan or presenting a claim under the Plan; shall be considered as the case of Automatic Termination with forfeiture of the paid amounts; without any need of sending

Notices or any information thereof to the customer.

- 7.4. For actions by the customer that substantially change or increase the coverage; will result in Automatic Termination of the Plan.
- 7.5. The customer has acted in a manner that the customer knew or should have known; was in violation or breach of a term or condition of this Plan;
- 7.6. A written notice of termination at least ten (10) days before the effective date of the termination for any reason set forth above or considered necessary by the organisation.
- 7.7. The notice for termination may be accompanied by a refund of unearned plan fees only as per the discretion of the organisation and calculated by the organisation.
- 7.8. Any written notice will state the specific facts which constitute the grounds for termination or denied renewal and may be sent by mail to the Customer at the last address known to us by the required date.
- 7.9. Termination of this Agreement shall not affect the obligations of the parties that have been incurred prior to termination and the Organisation will promptly settle all your dues after making applicable deductions. Further, obligations relating to confidentiality and intellectual property shall continue on the customer till 1 year after termination/ expiry of the plan.

8. CHANGE OF PLAN PROVISIONS

- 8.1. The Fees is based on information we have received from you and other sources. You agree to cooperate with us in determining if this information is correct and complete. You agree that if this information changes, or is incorrect or incomplete, we may adjust your fees or terminate your Plan accordingly during the Plan period without any refund.
- 8.2. We will make any calculations or adjustments of your plan fees using the applicable rules, rates and forms as on the effective date of the change.
- 8.3. The Organisation is at liberty to apply the modifications to the plan or the fee as considered appropriate by the organisation by written communication from time to time.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. The Customer represents that he/she has completed the age of 18 years and is a resident of India. Further, the customer is in compliance with the applicable law as may be relevant for the Plan (s) which is availed by the Customer.
- 9.2. The Information provided by the Customer for the purposes of availing of the Plan(s) is and shall be true and accurate.

10. INDEMNIFICATIONS

- 10.1. The Customer hereby agrees to defend, indemnify and hold the organisation and

channel partners along with the officers, directors, employees and subcontractors harmless from any and all losses, damages, liabilities, verdicts, settlements, judgments, costs, and expenses (including reasonable attorneys' fees) incurred by the organisation or its officers or employees arising out of:

- 10.1.1. any wrongful act or omission of the Customer in relation to the usage of the Plan(s);
 - 10.1.2. any willful misconduct, gross negligence or fraud by the Customer;
 - 10.1.3. any failure of the Customer to comply with the applicable law;
 - 10.1.4. any breach of the representations, warranties, obligations and covenants of the Customer;
 - 10.1.5. any default of the Customer's obligations; and
 - 10.1.6. any third-party claims arising out of the Customer's use of the Plan(s).
- 10.2. This indemnity will survive the termination of the Terms and/or the Plan and is in addition to and not in substitution of the other remedies and rights that the organisation may have in any circumstances.

11. CONFIDENTIALITY

- 11.1. That the Customer and the Organisation will follow and maintain the confidentiality of the information of any kind; acquired or derived during the tenure of this plan unless the same is specifically directed by the governmental authority or any person under the laws of the land in India.

12. ARBITRATION

- 12.1. Any dispute, controversy or claim arising out of or in connection with this plan, or the breach, termination or invalidity thereof, may be finally settled by arbitration in accordance with the Arbitration laws in India at the option of the Organisation. Further, the number of arbitrators may also be decided by the Organisation while the respective fees will have to be paid by each of the party to the dispute themselves separately.

13. JURISDICTION

- 13.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of India. Any disputes arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts in which Registered office of the Customer in India is situated.

14. MISCELLANEOUS OR OTHER TERMS

- 14.1. These terms and conditions may be amended or modified only by a written instrument, unless specifically required otherwise and shall be valid only after approval by the organisation.

- 14.2. That in the event that it should become necessary for any party entitled hereunder to bring suit against any other party; for enforcement of the covenants herein contained, the parties hereby covenant and agree that the party who is found to be in violation of said covenants shall also be liable for all reasonable attorney's fees and costs of court incurred by the other parties hereto.
- 14.3. That all these terms and conditions shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
- 14.4. That words of any gender used in these terms and conditions shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. In addition, the pronouns used in these terms and conditions shall be understood and construed to apply whether the party referred to is an individual, partnership, joint venture, corporation or an individual or individuals doing business under a firm or trade name, and the masculine, feminine and neuter pronouns shall each include the other and may be used interchangeably with the same meaning.
- 14.5. That in the event, any one or more of the provisions contained in these terms and conditions or in any instrument referred to herein or executed in connection herewith shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of these terms and conditions or any such other instrument.
- 14.6. That no failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other rights, power or remedy.
- 14.7. That performance by either party under these terms and conditions is excused during the period such performance is prevented or delayed by government restrictions (whether with or without valid jurisdiction), war or warlike activity, insurrection or civil disorder, or any other causes similar or dissimilar to the foregoing that are beyond the control of either party and are not foreseeable at the time these terms and conditions is executed.
- 14.8. If we make a payment under this Plan and the person to or for whom payment was made has a right to recover damages from another, we will be subrogated to that right. That customer and the person shall do whatever is necessary to enable us to exercise our rights, and shall do nothing to prejudice the organisation.
- 14.9. You may not make claims under separate coverages for one matter.
- 14.10. Every renewal of any earlier plan shall be treated separate to these terms and conditions and shall be governed by the terms of these terms and conditions as a separate new agreement.

14.11. Any terms of the adopted plan which are in conflict with any state or central law are automatically amended to conform to all applicable state or central regulations.

14.12. These terms and conditions constitute the entire understanding between the parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have executed these terms and conditions as of the date first above written.

Warm Regards,
For **SPX SMART PROTECT**
IN PRIVATE LIMITED

Acceptance
I accept to abide by these
terms and conditions

Authorized Signatory
Signature & Date

[Name of the Customer]