Moto Shield - Extended Warranty Plan Agreement

Important Notice

Please read the following terms carefully. By purchasing the Extended Warranty Plan, you acknowledge and agree that You accept the terms and conditions set forth below.

1. WHAT THIS AGREEMENT COVERS

This Moto Shield Extended Warranty Plan Agreement ("Agreement") is the complete agreement between you ("You or "Your") and Service Lee Technologies Pvt. Ltd ("Servify" or "Us or Our" or "We") regarding Extended Warranty ("EW" or "EWP service(s)") for the Motorola branded mobile devices ("Products") specified in your invoice. It supersedes and replaces any prior oral or written communications between you and Servify regarding EW for the relevant Products. Any additional or different terms in any order or written communications from you shall be void and of no effect. EW purchased under this Agreement will be provided as described in this Agreement. EW is available for the Product only within India.

The terms 'Moto Shield' and 'Moto' have been licensed by Motorola to Servify to use for the purposes of independently providing EW services to You. Motorola Mobility LLC, Motorola Mobility India Private Limited and other Motorola affiliates, wherever located (collectively 'Motorola'), are not involved in the provision of these EW services and are not liable to You for the services provided by Servify to you under this Agreement.

2. PRODUCT

The covered Product is a Motorola mobile device as identified on your invoice.

3. WHAT IS COVERED

Motorola will, at our sole discretion, repair or replace the Product (if repair isn't feasible) if it experiences operational failures that impact the Product's functionality resulting under normal operating conditions.

4. WHAT IS NOT COVERED

This Agreement does not cover:

i. Physical wear and tear due to normal aging of the Product, including parts that are expected to deteriorate over time.
ii. Cosmetic damage (e.g, scratches, dents, or cracks that do not affect the Product's functionality or structural integrity); Failure due to liquid ingress (water damage), unintentional physical damage of the Product,
iii. or an electrical surge that damages the Product's circuitry.
iv. Damage caused by the use of non-Motorola branded or approved products, accessories or software.
v. Damage to accessories provided as a sales package with the Product.
vi. Software, personal data, music or pictures or any other content lost through Product damage, through a repair service or due to Product replacement.
vii. Damage from abuse, misuse, unauthorized modification, operating a Product outside its permitted or intended uses, unsuitable physical or operating environment, improper maintenance by anyone other than Motorola authorized service providers, removal of original parts or alteration of a Product or identification labels.
viii. Defects, damages, or the failure of the Product due to any third-party communication service or network you subscribe to or use with the Product.
ix. Damage caused by a product not covered under this Agreement or caused by biohazards or human or animal bodily fluids.
x. Theft, loss or damage from fire, flood, or natural disaster, war, terrorism, or acts of God.

5. SPECIAL EXCLUSIONS

Servify shall not be liable in respect of loss or damage to the Product relating to or caused by you that is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to the EW or Product and/or your inability to submit any processing documents or supporting documents required for processing the request. Upon Servify's determination that the loss or damage to the Product is not covered by reason of the exceptions or exclusions in this Section 5 or in Section 4 above, the burden of proving that such damage is covered shall remain with you.

6. COVERAGE PERIOD

The period of EWP shall begin on the first day following the effective date of expiration of the base manufacturer's warranty, for a period of 12 months. It will expire on the last day of the 12-month period immediately following such start date.

7. CLAIM LIMITATION

This Agreement permits unlimited claims during the Coverage Period, provided the claim amount, either individually or cumulatively, does not exceed the Product's invoice value. If any claim exceeds the invoice, you agree to bear the excess cost, after which no further claims will be accepted, and this Agreement shall terminate.

8. SERVICE

After Servify accepts your claim, you can choose either of the options on the https://motorola.servify.com/

a) yourself directly submit the Product to the authorized service centre and then collect it back after completion of service. Details of authorized service centres are available on the Servify customer App; or

b) Opt for Servify to pick up the Product from your location, for delivery to the authorized service centre and return the Product back to you after completion of the service.

Servify will at its sole discretion, repair your Product with new or refurbished parts or if a repair is not possible or feasible, replace your Product with a new Motorola mobile product either with the same or similar or higher specifications. In such an event, if the cost of such replacement product exceeds the invoice value of the Product, you agree to pay such excess cost to Servify. The decision to repair or replace will be made solely by Servify. If your Product requires repair, service will be provided by an authorised service center or by subcontractors. You may be asked to provide your invoice as a proof of purchase or as a condition for receiving service under this Agreement. Your original purchase receipt should be kept in a safe place.

If your Product has been modified, Motorola will only repair or replace the Product to the original specification.

Make sure to backup software and data residing on the Product. DURING THE FULFILLMENT OF ADH SERVICE, THE CONTENTS OF THE PRODUCT MAY BE DELETED AND THE STORAGE MEDIA REFORMATTED, IF NECESSARY. The latest software updates may be installed as part of hardware service that will prevent the Product from reverting to an earlier version of the Operating System. Third party applications installed on the Product prior to ESP service may not be compatible or work with the Product as a result of the Operating System update. You will be responsible for reinstalling all other software programs, data and passwords. Servify and/or the authorized service centre will not be responsible or liable to you in case of loss of any data, password, storage media or any other information or content left behind by you in the Product while repairing the Product under this Agreement.

9. WARRANTY

Servify warrants that services will be performed using reasonable care and skill.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, BUT

NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL SERVIFY, MOTOROLA, ITS AFFILIATES, SUPPLIERS, CONTRACTORS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN AGREEMENT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF MOTOROLA, ITS AFFILIATES, SUPPLIERS, CONTRACTORS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH SERVIFY IS LIABLE UNDER LAW.

11. GENERAL

Any information exchanged between us is not confidential or proprietary, including any information you disclose over the phone or electronically. Servify and our related companies may process, store and use information about your transaction and your contact information, including – as far as provided by you to Servify for this purpose – name, phone numbers, address, and e-mail addresses, to process and fulfill your transaction. We may also contact you to notify you about any product recall, safety issue or service actions. Servify may also transfer or share any confidential or personal information shared by you with Motorola, for which you have deemed to have consented by agreeing to these terms and conditions. Where permissible under local law, and to the extent permissible, we may use this information to inquire about your satisfaction with our products or services or to provide you with information about other products and services. You may decline to receive any further such communications from us at any time. In accomplishing these purposes, we may transfer your information to any country where we do business; we may provide it to entities acting on our behalf; or we may disclose it where required by law. Subject to the provisions of this clause, we will not sell or otherwise transfer personally identifiable information you provide to any third parties for their own direct marketing use without your consent. For more information regarding how we may collect, store and use your personal information, please review the Servify Product Privacy Statement, available at https://servify.com/in/privacy/

If any provision of this Agreement is deemed unenforceable or void, the remaining provisions shall remain in full force and effect. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by Agreement. Each of us grants the other only the rights specified in this Agreement. No other license or rights (including license or rights under patents) are granted by either of us to the other. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.

Neither of us will bring a legal action arising out of or related to this Agreement or Service more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by Agreement.

Neither of us is responsible for failure to fulfill obligations due to causes beyond their control.

Either of us may communicate with the other by electronic means and such communication deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender’s identity and the authenticity of the document. Each of us will comply with any laws and regulations that are applicable to this Agreement. Servify may assign this Agreement at any time upon written notice including but not limited to an affiliate or to our successor organization by

merger or acquisition and does not require your consent. Servify may also assign its rights to payments under this Agreement without your consent. You may not assign this Agreement. Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to our respective successors and assigns.

Both you and Servify consent to the application of the laws of India to govern, interpret, and enforce our respective rights, duties, and obligations under or relating to this Agreement, without regard to conflict of law principles. The courts of Mumbai will have jurisdiction to adjudicate on any dispute or difference between the parties to this Agreement. You agree that any claim under this Agreement from your side will be only against Servify. Each of us hereby waives our right to a jury trial in any action arising under or related to this Agreement. The United Nations Convention on Agreements for the International Sale of Goods shall not apply.

Customer Service Contact number: 1800 123 333 888

Customer Service Contact Email ID: Support@servify.com