TCL Care – 2 Year Extended Warranty Plan

Extended Warranty Plan

1. ## The Plan
   This extended warranty program governs the support process for mechanical and electrical breakdown/ defects to the extent provided by the Manufacturer's Warranty for Electrical / Electronic / Mechanical Products for TV ("Device") sold by its TCL's official sales channels/retailers in India & in its original packaging. This plan is not valid for any products that are purchased by a customer post a return from the first customer & even in unboxed condition
2. ## Plan Term
   Benefits under the Plan begins from the next day after the expiry of the Manufacturer's Warranty on the Device (12 months) and ends on completion of 2 Year from the Plan start date ("Plan Term")
3. ## Plan Eligibility
   1. This Plan can be purchased only within 180 calendar days of the original purchase of the Device, and subject to the Device being in its perfect working condition
   2. The terms of this Plan, the original sales receipt for your Plan, the proof of your identity, the indemnification you provide about the working condition of the Device before the purchase of the Plan and the Plan Confirmation are each part of your Plan
   3. Benefits under the extended warranty plan is an extension of the benefits provided by the Manufacturer's Warranty
   4. Unlimited number of Repair Requests up-to the available Benefits Value (as defined in Point 4.3) at the time of Repair Requests is allowed during the term of the Plan. All subsequent Repair Requests shall be considered for paid repair only
4. ## Plan Details
   1. ### "Registered" Device
      The device that has been successfully registered under the Plan within 180 calendar days from the original purchase of the Device is termed as "Registered Device".
   2. ### Customer
      The purchaser of the Registered Device whose name is mentioned on the original invoice is the Customer. The purchaser's spouse, children, parents and siblings or the recipient of the Registered Device as a gift can also be the user subject to the fulfilment of the conditions mentioned in the terms and conditions here. If the purchaser is a company, Customer shall mean any representative/employee of the company authorised to use the Registered Device.
   3. ### Benefits Value
      Maximum Benefits Value is equivalent to the original invoice value of the Registered Device. The Benefits Value at any given point of time will be calculated by subtracting the repair costs of all the subsequent repair service requests, if any, from the Invoice Value of the Registered Device. Unlimited

number of Repair Requests up-to the Benefits Value or one instance of replacement of your Registered Device can be availed under the Plan. If the repair or replacement charges are more than the Benefits Value, the Customer will receive the Benefits Value as the complete settlement under this plan. If the Benefits Value is received by Customer as settlement, the original Device, accessories and the box should be submitted to Servify. Please note, the total amount of benefits paid or payable under this Plan shall not exceed the original invoice value paid by the Customer for the Registered Device under this Plan

4. ## Scope of Service under the Plan

Provided the Registered Device is handed over to Servify or TCL's authorized channels in its entirety during the Repair Request Process & that the Customer has submitted the documents as desired under the Plan and have purchased the Registered Device from official sales channels of the manufacturer in India, the following conditions would be considered under the Plan:

1. ### Inclusions

   Any mechanical or, electrical breakdown/defects to the registered device to the extent provided by the Manufacturer's Warranty including the cost of parts and labour for the products manufactured in India or is legally imported in India & sold through official sales channels of manufacturer and supported by an invoice & Manufacturer's Warranty/Guarantee.

2. ### Exclusions

   1. Plan purchased beyond 180 days of the purchase of the Registered Device and not been activated as per the terms
   2. Plan purchased and activated on a defective Device
   3. Costs implicitly or explicitly covered by any manufacturer's, supplier's or repairer's guarantee or warranty
   4. Non-operating and cosmetic defect to the Registered Device such as defect to paintwork, product finish, dents or scratches
   5. Any accidental or liquid or physical damages to the Registered Device
   6. Accessories or consumable item used in or with the Registered Device unless covered under a separable warranty policy
   7. Normal wear and tear of items not integral to the functioning of the Registered Device
   8. Benefits under the Plan will not under any circumstances, extend to any loss or injury to a person or loss or defect to property or any incidental, contingent, special or any direct or indirect loss and consequential defects including but not limiting to losses incurred due to any delay in rendering service related to this Plan and loss of use during the period that the Registered Device is at an authorized service centre and/or while awaiting parts

9. Defect caused by unauthorized repair, theft, burglary and accident including earthquake, storm and or hurricane, abuse, misuse, sand, dust, water, negligence, fire, flood, lightning, malicious defect, impact, corrosion, battery leakage, acts of God, animal or insect infestation or intrusion
10. Defect resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current
11. Reception or transmission problems resulting from external causes
12. Problems or defects not covered under the original Manufacturers' Warranty/Guarantee
13. Batteries, internal or external to the Registered Device
14. Breakdowns caused by computer virus or realignments to the Registered Device
15. Breakdowns caused by Voltage fluctuation or electrical malfunction to the Registered Device
16. Recalls or modifications to the Registered Device
17. Failure to follow the manufacturer's instructions or the instructions from Servify during the term of the Plan
18. Costs arising from incorrect installation, modification or maintenance, or being unable to use the Registered Device
19. Costs if no fault is found with the Registered Device
20. Defect/failure caused before or during the delivery of Registered Device from the reseller
21. Use of batteries, charger and/or accessories not approved by the manufacturer, incorrect electrical leads or connection
22. The cost of repairing, restoring or reconfiguring software
23. Any consequential or incidental defects arising from the use or loss of use of the Registered Device
24. If the Registered Device is sold by original buyer to other party
25. If the Registered Device is moved out of India, or used outside of India, it will not be covered under this Plan
26. The Registered Device is not used in accordance with the manufacturer's guidelines for usage of the Registered Device including but not limited to regular maintenance & up keep of the Registered Device

5. Special Exclusions

Servify shall not be liable in respect of loss or defect to Registered Device relating to or caused due to the following:

1. Loss or defect due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device
2. Loss or defect due to mechanical or electrical break down or derangement, unless such loss is not accidental defect and which is covered within the

Manufacturer's Warranty during the Plan Term of the Manufacturer's Warranty

3. Penalties for delay or detention or in connection with guarantees of performance or efficiency
4. Loss due to the Registered Device which gradually develops flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary
5. Loss due to deterioration or wearing away or wearing out of any part of the Registered Device that is caused due to or naturally resulting from its normal use or exposure
6. Servify shall not be liable if:
    1. The Customer or User is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to this Plan or Registered Device and/or the Plan is purchased for the Registered Device after 180 calendar days from the date of purchase of the Registered Device
    2. Due to the inability of the Customer to submit any of the repair request processing and Device purchase documents required by Servify or its partners for processing the eligible repair request
7. The Plan shall also not cover a loss:
    1. Repair Request amount has exhausted the Benefits Value of the Registered Device
    2. In any action, suit or other proceeding where Servify or its underwriting partner(s), alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, defect or liability is not covered by this Plan, the burden of proving that such loss, destruction, defect or liability is covered shall be upon the Customer

6. Plan Activation

The Plan is activated on successfully completing the Plan purchase process. An automated Plan Activation Confirmation is sent on your registered email Id. Servify may deny any support (i) if the plan is not purchased post 180 days from the date of purchase of the device; (ii) if any defect or loss has occurred to the Registered Device prior to completing the Plan purchase process.

7. Service Request Process

In the event of defect to the Registered Device, you (Customer) are required to:

1. Immediately (not later than 72 Hours from the time of the defect) inform Servify through the Servify App or Consumer Web Portal (me.servify.tech) detailing the defect, and any documentary evidence of the defect.
2. Submit all repair request related information/documents as mentioned in the Servify App within seven (7) calendar days of raising the request or within the timelines as mentioned in the app or communicated to You by Servify
3. Do note that the Customer is eligible only if the Customer has downloaded the Servify App on the Registered Device & registered the Plan within 180 calendar days of purchase of the Device and before a defect has occurred or

started malfunctioning. Additionally, the request is accepted only if the Registered Device was not more than 180 calendar days old when this Plan was purchased, and the Registered Device was in perfect working condition at the time of purchase of the Plan.

4. Please note, you (Customer) will not handover the Registered Device for repairs at any service centre, including at any Authorised Service Center until confirmed by Servify. It is expressly stated that Servify will not be held responsible for fulfilling any such requests where the Registered Device is handed over to a service center by you (Customer) before the approval from Servify; any liabilities arising out of such actions before the in-principal approval of the request from Servify will be solely handled by you at your own expense

8. Service Fulfilment Process

1. Servify onsite Service for the Registered Device, for serviceable locations. You are required to wait until Servify confirms in writing via an email or on a voice call on your registered number or provides an update on the App about the status of the Repair Request and the next steps expected. Once you are notified & that the service (either repair or replacement) is complete, you will promptly be notified via the App. The repaired / replacement device will be delivered to the address of initial pickup within the next working day of completion of repair / replacement
2. Servify reserves the right to change the method by which they may provide repair / replacement service to you and your Registered Device's eligibility to receive a particular method of service under this Plan. Service options, parts availability and response times may vary according to the city you live in
3. Issue, if any, found post receiving the repaired/replaced handset, should be reported within 48 hrs. of the delivery to Servify

9. Your Responsibilities

To receive service or support under the Plan, you agree to comply with the following:

1. Provide a copy of your Registered Device's original proof of purchase, if requested
2. Provide information about the reasons and causes of the defect to the Registered Device
3. Provide identity proof if requested to verify Customer or User of the Device on which Plan is activated
4. Respond to requests for information, including but not limited to the serial number of the Registered Device, model, version of the operating system and software installed, any peripherals devices connected or installed on the Registered Device, any error messages displayed, actions taken before the Registered Device experienced the defect and steps taken to avoid the defect
5. Follow instructions Servify or TCL or gives you, including but not limited to refraining from sending Registered Device that is not subject to service as per

the Plan and packing the Registered Device in accordance with shipping instructions

6. Make sure to take backup of software and data residing on the Registered Device and remove all the passcodes and disable device tracking apps before handing over the device to the pickup agent or ASC. DURING THE FULFILLMENT OF SERVICE SERVIFY OR TCL MAY DELETE THE CONTENTS OF THE COVERED DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. Servify, or TCL may return your Registered Device after the service event or provide a replacement unit as the Registered Device was originally configured, subject to applicable updates. Servify or TCL may install latest software updates as part of hardware service that may prevent the Registered Device from reverting to an earlier version of the Operating System. Third party applications installed on the Registered Device may not be compatible or work with the Registered Device as a result of the Operating System update. You will be responsible for reinstalling all other software programs, data and passwords
7. You will update all the new versions available for the Servify App from time to time and not delete the Servify App from the Registered Device, failing which the benefits may stand invalid and you might be asked to download the Servify App again, and the condition of the Registered Device may be determined at your costs before enabling your entitlement towards the Plan benefits of the Registered Device
8. Fill and submit the requested forms and the declaration as required for submitting a valid a repair request

10. ## Transfer Of Plan

1. The transfer of ownership of the Plan for the Registered Device from the Customer to another party will render the Plan & its benefits null and void
2. If the Registered Device is replaced under Manufacturer's Warranty during the Plan Term, then the replacement Device will be termed as Registered Device, with the applicable Plan benefits for the remaining period of the Plan Term.

11. ## Limitation Of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,TCL , SERVIFY AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DEFECTS OR DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM SERVIFY'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF , SERVIFY AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE CURRENT MARKET VALUE OF THE REGISTERED DEVICE. SERVIFY SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE REGISTERED DEVICE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE

UNINTERRUPTED OR ERROR-FREE. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT SERVIFY'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR (II) FRAUD. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, SERVIFY'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE REGISTERED DEVICE OR SUPPLY OF THE SERVICE

12. **General Terms**
    1. Servify may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so
    2. Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control
    3. You are not required to perform preventative maintenance on the Registered Device to receive service under the Plan, but update the Servify App from time to time whenever there is a new version available on the Google Play Store/ Apple Store
    4. This Plan is offered and valid only if you are making a purchase in India and using in India
    5. This Plan is not offered to persons who have not reached the age of majority. This Plan may not be available in all states, and is not available where prohibited by law
    6. In carrying out its obligations Servify may, at their discretion and solely for the purposes of monitoring the quality of their response, record part or all of the calls between you and them
    7. Servify have security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Servify regarding the processing of data, and Servify will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding how your data may be impacted by being processed in this way, contact or Service at the support mediums provided such as support@servify.tech
    8. The terms of the Plan, including the original sales receipt of the Registered Device and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Servify's entire understanding with respect to the Plan
    9. Servify is not obligated to renew this Plan. If either Servify does offer a renewal, they will determine the price and terms
    10. There is no informal dispute settlement process available under this Plan
    11. In the event any section or portion of a section of these terms and conditions are deemed invalid, void or unenforceable, that section or portion of a section shall be severed from these terms and conditions, and the remaining terms and conditions shall continue in full force and effect
    12. These terms and conditions shall be governed by and construed under the laws of India
    13. These terms and conditions do not affect your statutory rights as a consumer

13. **Support Contact Details:**
    1. Servify Customer Service Number: 1800 123 333 888 (Toll Free), All days, 9am to 9pm
    2. Servify Customer Service Email ID: support@servify.tech