

Retail Care - 2 Years Extended Warranty Plan for iPad (B2B)

This Extended Warranty Plan is designed to provide coverage against mechanical and manufacturing defects in your iPad after the expiry of the manufacturer's warranty.

Plan Terms and Conditions

Part A: Plan Eligibility

The terms of this plan, the original sales receipt for your plan, the original sales receipt of your product, the proof of your identity provided at the time of raising a repair service request and the plan confirmation are each part of your plan. Benefits under this plan will commence post expiry of the standard manufacturer warranty.

Part B: Definitions

1. Plan

This Extended Warranty Plan ("Plan") is a service contract provided to cover mechanical and functional defects to eligible Device ("Covered Product") purchased in India.

2. Plan Confirmation

"Plan Confirmation" means the electronic confirmation issued to you by email or (where applicable, made available via a web portal or mobile application) evidencing your enrolment in the Plan and containing details of the Device, including the brand name, model, serial number (if applicable), Plan Term, and Order ID. Your Plan Confirmation will be provided to you at the time of purchase or sent to you automatically thereafter electronically.

3. Covered Product

"Covered Product" means the specific Device purchased and registered under this plan as per the purchase invoice.

4. Purchase Invoice

"Purchase Invoice" means the original tax invoice, bill of sale, or other official proof of purchase issued by the e-commerce channel at the time of purchase of the Device, evidencing the date of purchase, purchase price, and identifying details of the Device, including the brand, model, serial number (if applicable) & Order ID.

5. Plan Term

"Plan Term" means the duration of coverage under this Plan, commencing immediately after the manufacturer's warranty expires as specified in your plan confirmation and continuing for a period of two (2) years until the expiry date stated therein, unless terminated earlier in

accordance with the terms of this plan.

6. Coverage Value

"Coverage Value" means the maximum protection value available under this plan, which shall remain fixed and be equal to the final invoice value of the Device as stated in the Purchase Invoice.

Part C: What is Covered?

Any mechanical or electrical breakdown/defects to the covered product to the extent provided by the Manufacturer's Warranty including the cost of parts and labour for the products manufactured

Part D: Claim Resolution Framework

In the event of a valid claim, resolution will follow the order below. We, following a mandatory physical assessment of the damaged Device, retain the sole right to determine the most appropriate resolution.

1. Repair

We will first attempt to repair the Covered Device to restore its functionality. Repairs will be carried out using genuine or service-certified parts.

2. Replacement

If repair is not possible or viable, a replacement will be provided. The replacement will be an exact match of the original Device. If an exact match is unavailable, then a likely match of similar specifications, may be offered, at our discretion.

3. Reimbursement

If neither repair nor replacement can be facilitated, then we will issue reimbursement (by means of electronic transfer) equal to the available benefits.

4. Claim Limits

Maximum benefit under this plan is equal to the original invoice value of your device per year. Each time you make a repair claim, the cost is deducted from this value, and the remaining balance becomes your available benefit. You can make unlimited repair claims until this benefit is exhausted or opt for one device replacement. If the cost of a repair or replacement exceeds the remaining benefit, you will receive only the remaining amount as full settlement. Under this plan, customers are eligible for a one-time replacement or reimbursement, following which, the coverage under the policy will be considered fully utilized. 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.

Part E: Service Fulfilment Process

To avail benefits under this Plan, you must follow the process outlined below:

1. To avail the service under this Plan, the customer is required to raise a claim through the App or via Servify website.
2. Upon successful claim registration, the customer must keep the product ready for reverse pickup as per the instructions shared. We will arrange for the pickup of the product from the customer's provided address.
3. Post receipt and validation of the product, we will process the claim through either:
 - Repair of the product, or
 - Replacement of the product (same or equivalent), or
 - Reimbursement, in case a repair or replacement is not available.

The mode of resolution will be determined based on product availability and internal assessment.

4. The customer will be notified about claim status updates, including approval, rejection, and final resolution (repair, replacement shipment or reimbursement), via the App and/or other registered communication channels.
5. Customers can avail service through pick-up and drop-off (PUDO) or Carry-in support, as applicable to the device.
6. The Customer is required to ensure that the Registered Product is securely packed and ready for handover at the time of pickup by the logistics partner.

Part F: Standard Exclusions

We will not be liable to provide any service, repair, replacement, or settlement for any claim arising directly or indirectly from the following:

1. Invalid Purchase or Activation

Coverage shall not apply to plans purchased after the manufacturer's warranty period has ended for the device, or to plans that are not activated as per the defined terms and conditions.

2. Defective Device

If the plan is purchased and activated on a defective device, coverage will not be provided.

3. Physical/Accidental Damage

Any loss or damage resulting from accidental or external physical impact is not covered under this Plan.

4. Loss and Misplaced Items

Misplaced Device, unexplained disappearance, mysterious loss, or theft of the Device.

5. Wear & Tear

Ordinary wear and tear of the Device, including but not limited to - minor scratches, marks, abrasions, aesthetic or any other deterioration that do not impact the core functionality of the Device.

6. Neglect, Improper Care, or Deferred Maintenance

Damage arising from improper storage, failure to perform timely care as recommended by the manufacturer.

7. Unauthorized Intervention

Any damage resulting from attempted repair, disassembly, modification, alteration, or tampering performed by any non-authorized person, entity or service provider during the Plan Term. Such intervention voids the Plan with immediate effect.

8. Intentional Acts and Misuse

Any loss or damage arising from intentional or deliberate actions, misuse, abusive handling, reckless behaviour, fraudulent claim submissions, or misrepresentation of incident details.

9. Catastrophic Damage

Any physical damage where the Device is damaged beyond identification, including situations where the model or identifying details cannot be verified due to missing, destroyed, or altered components.

10. Financial, Emotional, or Subjective Loss

This Plan does not cover sentimental or emotional value, perceived loss in value, collectible appreciation or depreciation, Coverage Value change due to market value increase or decrease, or any consequential or financial losses (including lost profits or opportunity loss).

11. War and Political Risks

Damage, loss arising from fire, flood, earthquake, or natural disasters, insurrection of nuclear events, radiation exposure, riots, civil unrest, acts of war, acts of terrorism, invasion, lightning, extreme temperature exposure, or high-pressure environments, chemical contamination or hazardous substances, damage caused by insects or rodents, government or regulatory seizure, confiscation or detention.

12. Smart / Electronic Device Exclusion

This Plan does not cover any smart, connected, or electronically enabled Device products, including but not limited to Device containing cameras, microphones, speakers, batteries, charging components, processors, sensors, Bluetooth, Wi-Fi, augmented reality features, or any other digital or electronic functionality.

Part G: Cancellation of the Plan

1. Plan once sold cannot be cancelled by the customer.
2. In the event of fraud, misrepresentation, misuse, or any violation of the terms of this Plan, reasonable notice of cancellation will be provided to the customer, unless immediate cancellation is required due to fraud or illegality.

3. Effect of Cancellation

Upon cancellation, all future rights and benefits under the Plan shall immediately cease, and no further claims will be accepted.

Part H: Limitation of Liability

We shall not be responsible for any failures or delays in performing under the Plan any of its obligations under the Plan to the extent such failure or delay results from events, circumstances or causes beyond our reasonable control. Any performance affected by such events shall be excused for the duration and to the extent of such events and shall not give rise to any additional or separate liability of ours beyond that expressly assumed under the Plan.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, AND OUR AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, AUTHORIZED PARTNERS, AND SERVICE PROVIDERS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU, OR TO ANY SUBSEQUENT LEGAL AND/OR BENEFICIAL OWNER OF THE DEVICE, FOR: (I) ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (II) ANY LOSS OF BUSINESS, INCOME, PROFITS, REVENUE, ANTICIPATED SAVINGS, OPPORTUNITY LOSS, LOSS OF USE, LOSS OF MARKET VALUE, LOSS OF COLLECTIBLE VALUE, OR ANY REPUTATIONAL OR EMOTIONAL LOSS ARISING FROM OR RELATING TO THIS PLAN OR THE SERVICES PROVIDED UNDER IT; (III)

ANY DELAY, FAILURE, OR INABILITY TO PROVIDE SERVICES ARISING FROM CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING LACK OF PARTS, LOGISTICS DELAYS, OR RESTRICTIONS IMPOSED BY MANUFACTURERS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY, AND THAT OF OUR AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, AGENTS, AUTHORIZED PARTNERS, AND SERVICE PROVIDERS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS PLAN, OR OTHERWISE, SHALL NOT EXCEED THE OUTSTANDING COVERAGE VALUE, AS APPLICABLE, OR THE ORIGINAL PRICE PAID FOR THE PLAN, WHICHEVER IS LOWER.

THE BENEFITS PROVIDED UNDER THIS PLAN ARE IN ADDITION TO ANY RIGHTS AND REMEDIES AVAILABLE TO YOU UNDER APPLICABLE CONSUMER LAWS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS MAY BE LIMITED, OUR LIABILITY SHALL, AT OUR SOLE OPTION, BE LIMITED TO THE REPLACEMENT OF THE DEVICE, OR REIMBURSEMENT OF THE COVERAGE VALUE.

Part I: General Terms

1. We are not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control
2. This Plan is offered and valid only if you are making a purchase in India and using the Product in India
3. This Plan is not offered to persons who have not reached the age of 18. This Plan may not be available in all states, and is not available where prohibited by law
4. In carrying out its obligations we may, at our discretion and solely for the purposes of monitoring the quality of our response, record part or all of the calls between you and them
5. We 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 regarding the processing of data, and we 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, please contact us at the support mediums provided, or the call centre numbers mentioned below
6. The terms of the Plan, including the original sales receipt of the Registered Product and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and our entire understanding with respect to the Plan.

7. We are not obligated to renew this Plan. If we do offer a renewal, we will determine the price and terms.
8. We reserve the right, at our discretion, to change or modify, the terms of this Plan
9. There is no informal dispute settlement process available under this Plan.
10. 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
11. The Plan is governed by the laws of the Republic of India and the courts in Mumbai will have exclusive jurisdiction.
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

Part J: Support Contact Details:

1. Customer Service Number: 1800 123 333 888 (Toll Free) (Monday – Saturday) (10 AM to 7 PM)
2. Customer Support Email ID: support@servify.com