

VODAFONE IDEA LIMITED TERMS & CONDITIONS -- iPhone Forever

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FOR THE PURPOSES OF THESE TERMS AND CONDITIONS, WHEREVER THE CONTEXT SO REQUIRES "YOU" OR "YOUR" SHALL MEAN ANY NATURAL PERSON WHO IS A VALID AND ACTIVE VODAFONE BRAND SUBSCRIBER OF VODAFONE IDEA LIMITED (VIL).

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING iPhone Forever (HEREINAFTER "PLAN") BROUGHT TO YOU BY SERVICE LEE TECHNOLOGIES LIMITED ("Servify"). BY CLICKING "CONTINUE", "SUBMIT" OR SIMILAR BUTTONS, OR BY CONTINUING TO USE THE PLAN, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS ("Terms and Conditions"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE PLAN.

Terms & Conditions

- These terms and conditions will constitute a binding contract between you and VIL. These terms explain your obligations towards VIL and VIL's obligations towards you when you avail the Plan.
- iPhone Forever/Plan is a repair, replacement and upgrade service provided by Servify to Eligible VIL Subscribers;
- The Plan is a third party service, brought to you by Servify. VIL is only facilitating the Plan among interested Eligible VIL Subscribers and will not be responsible or liable with regard to any information (including personal information) that you share with Servify or their partners while using this Plan or for the services offered vide the Plan.
- Eligible VIL Subscriber shall mean an active Vodafone subscriber who owns or purchases select iPhone handset and subscribes to postpaid Idea Nirvana Plans [•] and above. ("Telco Plan"). For details regarding eligible iPhone handsets, refer the Servify T & C mentioned below.
- You hereby authorize VIL to share your mobile number & information related to the requirement of this Plan/service and acceptance of this Terms & Conditions act as your consent, with its partners so as to enable you to avail all the features of the Plan. Your personal information will be stored and processed as

mentioned herein and in accordance with Vodafone Privacy Policy which is available at [•]

OFFER NAME – iPhone Forever

- Benefits:
 - Repair –
 - Replacement -
 - Upgrade -
- Eligible VIL Subscribers would need to download the Nirvana – iPhone Forever App (“Consumer App”) and complete the Plan registration process.
- Plan is available initially for one year to Eligible VIL Subscribers.
- Handling charges of INR 2000/ plus taxes applicable. Additional Upgrade charges applicable.
- iPhone Forever is a repair, replacement and upgrade service brought by Service Lee Technologies Limited (“Servify”) as per the Servify terms and conditions (“Servify T & C”). VIL is only facilitating the Plan and will not be responsible or liable in any manner for any loss or damage suffered by you while using iPhone Forever.
- VIL has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that you may have to share independently with Servify for availing iPhone Forever.
- VIL is only facilitating the Plan and shall not be responsible or liable for any service request, fulfilment of service requests, settlement of claims, defect, non-performance or application / service-related issues related to the Plan or for quality, merchantability or fitness of replaced or upgraded Iphone handsets. All such issues or disputes or settlement of claims or fulfilment of service requests will be directly settled between you and Servify. No such complaint of request will be entertained by VIL.
- For availing benefits of this Plan (including fulfilment of service requests or settlement of claims) you shall have to agree to separate terms and conditions of Servify (“Servify T & C”) which are independent of these Terms and Conditions. You acknowledge and agree that VIL does not have any control in respect of the Servify T & C under which the Plan is offered. VIL shall not be responsible for any non-performance or breach of any contract entered between you and Servify and shall not and is not required to mediate or resolve any dispute or disagreement between you and Servify. You acknowledge and

agree that VIL is a mere facilitator in this Plan and it does not hold any right, title or interest, nor has any obligations or liabilities in respect of any contracts entered into between you and Servify.

- Your subscription on the Plan will end in case you opt out of the Telco Plan.
- In case of any temporary suspension of VIL service which may be due to various reasons such as non-payment of bill, loss of SIM, unsatisfactory credit verification etc., iPhone Forever will remain active in your account for a period of 30 days from the date of such suspension. If VIL service is not restored in 30 days, your iPhone Forever will be deactivated permanently and you will cease to avail the Plan. Deactivated subscription of Plan may be restarted only by way of fresh registration after VIL services have been restored.
- In case of any deactivation of VIL services which may be due to mobile number portability option chosen by subscriber, or when the customer wants a movement from postpaid to prepaid connection etc., your iPhone Forever will deactivate immediately on the date of deactivation of SIM card and you will cease to avail the iPhone Forever services on immediate basis.
- You acknowledge that from time to time, the availability of the Consumer App may be limited due to maintenance, upgrade or other technical reasons as relevant.
- Smartphone users acknowledge that they may from time to time receive upgraded versions of the Consumer App, to which these terms and conditions will apply. Normal data charges as per your network tariff plan will apply when downloading the updated application.
- This Plan/ iPhone Forever service is provided on an *"as is- as available"* basis as per Servify T & C and no guarantee, warranty or representation is made by VIL regarding the settlement of claims or fulfilment of service requests or quality or merchantability or fitness of the service or upgraded or replaced Iphone handsets for any purpose. Further, no guarantee, warranty or representation is made as to the Consumer App being error free or continuously available. Consequently, VIL shall not be liable for any claim regarding the availability (or lack thereof) of the Plan or Consumer App and/or the bandwidth/ speed available. To the maximum extent permitted by applicable law, in no event shall We or our subsidiaries and affiliates, and their respective officers, directors, owners, agents, employees, representatives and licensors be liable for any direct, special, incidental, indirect, consequential, punitive or exemplary losses or damages whatsoever or for loss of profits (including, without limitation, damages for loss of revenue, loss of data, failure to realize expected savings, interruption of activities, loss of privacy, corruption or loss of data, failure to

receive or backup your data (or archived data) or any other pecuniary or economic loss) and whether arising from breach of contract, damages (including negligence), strict liability or otherwise, arising out of the use of or inability to use the Plan.

- VIL may with or without cause immediately terminate the Plan or telecom services or modify these Terms and Conditions at any time for any reason without notice, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, DoT and/or statutory changes and the same shall be binding on the Eligible Subscribers availing the Plan/telecom services.
- VIL may in its sole discretion amend these Terms and Conditions from time to time without any prior notice. Such change shall be notified on the website www.vodafoneidea.com. Your use of the Plan after such notice of any change shall be deemed to be your acceptance to such amended Terms and Conditions.
- VIL has no responsibility or liability with regard to Plan except providing telecom services
- To the extent the Eligible Subscriber chooses to avail this Plan, he does so at his own initiative and will remain responsible for compliance with the Terms and Conditions herein, Servify T & C, any applicable laws, including but not limited to applicable local laws.
- Your participation in the Plan is voluntary and you expressly agree to register the Plan at your sole risk. VIL shall not be responsible for any loss, injury or any other liability you may suffer due to participation in the Plan.
- VIL makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of timeliness, security of the telecom services or any delay or failure to avail the telecom services including due to technical or network problems.
- The Plan or telecom services are subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of VIL or Servify.
- The Eligible Subscriber shall also be bound by the terms and conditions of the Customer Application Form (CAF) as amended from time to time with regard to telecom services. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.

- You agree that you will be responsible for any damages resulting from any violation of these Terms and Conditions. You further agree to indemnify, defend and hold VIL and its affiliates, officers, directors, agents and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these terms, or any violation of any law or the rights of any third party that occurs in connection with your use of the Plan.
- These terms and conditions are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in Mumbai.

IDEA NIRVANA - iPhone Forever

1. Idea Nirvana – iPhone Forever Plan (“Plan”)

This value-added service plan (“Plan”) governs the repair, replacement and upgrade service of Service Lee Technologies Limited (“Servify”) and its registration and support process for Vodafone brand customers of Vodafone Idea Limited (“VIL”/ “Vodafone-Idea”) having an Apple iPhone (“iPhone”) purchased via an authorised sales channel of Apple and registered on a pre-defined monthly billing plan as mandated by VIL (“Vodafone Plan”). The list of eligible iPhones are mentioned in Annexure A. For details regarding Vodafone Plan and telecom services, please refer the terms and conditions at [•] (“Vodafone T & C”)

2. Plan Details

2.1. Eligibility

A Vodafone subscriber, who,

- a) Owns an eligible iPhone (as per the annexure A below)
- b) Is on the pre-defined monthly billing Plan as required by Vodafone, and
- c) Successfully subscribes to the Nirvana - iPhone Forever Plan, and his/her iPhone passes all diagnostics tests as mentioned in the Nirvana – iPhone Forever Mobile Application (“Nirvana – iPhone Forever App”)

2.2. Plan Validity

- a) The Plan will be valid for 1 year from the date of activation of the Plan.
- b) On completion of the validity period of 1 year, the Plan can be renewed for the next year on the same iPhone or, on the upgraded/replaced iPhone.
Please note, the renewal of the Plan is subjected to the eligibility criteria of both; (1) age and (2) model of the iPhone at the time of renewal, and the Plan benefits will depend upon the age and model of iPhone.
- c) The applicable benefits under the Plan will cease when the customer opts out of the pre-defined Vodafone monthly billing Plan

2.3. Plan Benefits

Customers who have successfully activated the Plan (as described in section 3 below) will be eligible to avail the following benefits during the term of the Plan. The available benefits to the customer under the Plan will vary based on the age of the iPhone at the time of activation of the Plan or, renewal of the Plan,

- a) Multiple damage repair requests under the Plan
- b) Multiple upgrade requests under the Plan
- c) iPhones that are not more than 18 months old will be eligible for Upgrade, Like-to-Like Replacement or Repair
- d) iPhones that are more than 18 months old will be eligible for Upgrade or Repair only

During an Accidental Physical or Liquid Damage Service event:

- a) **Like-to-Like Replacement:** replacement provided of a similar make and model of the Covered iPhone (same colour will be provided on best effort basis) or,
- b) **Repair** of the Covered iPhone that has suffered an accidental physical or liquid damage or,
- c) **Upgrade:** The customer opts to purchase a new iPhone of a higher value by paying the differential amount. The value of the Covered iPhone is ascertained by completing a few tests on the Nirvana – iPhone Forever App at the time of upgrade.

Please note, availability of like-to-like replacement support for few iPhone Models will be decided on the basis of Apple Guidelines at the time of raising a service request for replacement.

During the Plan term, when there is no damage to the iPhone:

- a) **Upgrade:** The customer can opt to purchase a new iPhone of a higher value by paying the differential amount at any time during the term of the Plan.

2.4. Coverage Details

Provided the iPhone is handed over to Servify or its authorized representatives in its entirety during the repair process & that the customer has submitted all the necessary documents as may be desired under this Plan, the following conditions would be covered:

If the iPhone:

- a) Suffers accidental physical damage
- b) Suffers accidental liquid damage
- c) Suffers damage due to:
 - Acts of god perils, fire, lightening and explosion
 - Damage during riot or strike

Please note that if the iPhone has been tampered or has undergone an unauthorized repair, it will not be eligible for any benefits. The final decision in this regard will rest with Servify.

3. Plan Activation Process

To activate the Plan, below are the requisites:

- 3.1. The iPhone must be purchased from an Apple authorised sales channel by the customer
- 3.2. The customer must be on a required Vodafone monthly billing Plan. If not already subscribed to the required Vodafone monthly billing Plan, the customer must upgrade to one of the eligible Vodafone monthly billing Plan.
- 3.3. The customer must complete the activation process on the Nirvana – iPhone Forever App by following the iPhone diagnostics steps explained within the App. Upon successfully completing the activation on the App, and the iPhone passing the eligibility checks, the Plan will be activated, and a confirmation message will be shown to the customer on the App.
- 3.4. There is a “Cool Off Period” of 21 days from the date of activation of the Plan. This means that a customer cannot raise any Damage Service Request during this period. This “Cool Off Period”, is, however, not applicable for upgrades where there is no damage to the iPhone. Additionally, there is no “Cool Off Period” on renewal of the Plan.
- 3.5. There is a “Waiting Period” of 90 days between two successive Damage Repair completion request. This means that a customer cannot raise another Damage Service Request within 90 days of the previous Damage Repair Service completion date

4. Availing Plan Benefits

4.1. In the event of a damage of the iPhone, customer is required to:

- a) Immediately (Not later than 72 Hours from the time of the damage) inform Servify through the Nirvana – iPhone Forever App or Consumer Web Portal detailing how the damage occurred, place of damage, date & time of damage, and if required, submit documentary evidence of the damage as per the process listed on the App/Consumer Web Portal. The damage incident and the request from the customer for service in totality is referred to as “Damage Service Request” here.
- b) Submit all Damage Service Request related documents as may be required within three (3) calendar days of raising the said Service Request or within the timelines as communicated by Servify
- c) The customer will not handover the iPhone for repairs at any Apple Authorised Service Provider (AASP) or point of sales, until confirmed by Servify and a valid Damage Service Request is registered with Servify as per the process defined hereinabove. It is expressly stated that Servify will not be held responsible for fulfilling any repair requests where the iPhone is handed over to an Apple Authorized Service Provider (AASP) by customer before the approval from Servify; and any liabilities arising out of such repair requests before the in-principal approval from Servify will be solely handled by the customer at their own expense.

4.2. To request for an Upgrade to a new iPhone:

- a) The customer has to request for an upgrade via Nirvana – iPhone Forever App confirming the iPhone is in its good working condition
- b) The iPhone must pass all diagnostics tests as mentioned in the App to be eligible to avail the upgrade benefit
- c) The price of the iPhone will be displayed on the App post the diagnostic tests

- d) The customer will accept the price and make a payment of the differential amount for the upgraded iPhone
- e) The customer can choose one of the iPhone models listed on the App and proceed with the payment to complete the purchase process
- f) Select the mode of delivery for your new iPhone as mentioned on the App

5. Service Fulfilment Process

- 5.1. Customer may choose from the options of a) repair b) like to like replacement (providing the same colour replacement will be on best effort basis) (c) upgrade (customer pays the differential price) on approval of a repair request under the Plan. Based on the option chosen, the next steps will be shown to the customer in the App/Consumer Web Portal. All repairs/replacements are through Apple Authorised Service Providers only.
- 5.2. There is a handling fee of Rs. 2000/- plus taxes on an event of Damage repair/replacement/upgrade under the Plan. This payment must be made in full before the repair/replacement/upgrade process is initiated.
- 5.3. If the customer selects an upgrade, the value of the Covered iPhone is determined and shown on the Nirvana – iPhone Forever App once the customer performs a few diagnostic tests. Customer must pay for the applicable price difference to upgrade to the selected new iPhone. Note: The customer can opt for an upgrade at any time during the term of the Plan, even if the Covered iPhone is not damaged
- 5.4. If the Covered iPhone is repaired or replaced during the Damage Service Request event, the manufacturer's warranty of the Covered iPhone, if any, will be carried forward on the repaired/replaced iPhone.
- 5.5. If the customer has opted for an upgrade, the new iPhone will carry the manufacturers one-year warranty
- 5.6. Servify will provide services through one or more of the following options, once the approval is provided:
 - a) Hand-to-Hand delivery:
Wherein the Covered iPhone is picked up and the replacement/upgraded iPhone is handed over to the customer at the same time. This service is available for select cities, as mentioned in Annexure B.
 - b) Pick/Drop Service:
Servify provides services through Pick/Drop Support ("PUDO") for the Covered iPhone, for serviceable locations. If Servify determines that the Covered iPhone is eligible for the pick-drop services, Servify will send you a prepaid way bill (shipping label). The way bill will be available for download from the App or Consumer Web Portal. On completion of the repair process, the iPhone will be delivered to the address of the initial pickup. In case, the PUDO service is not available, you will have to dispatch the iPhone as per the Self-Courier process mentioned below
 - c) Self-Courier:
Customer opts to send the iPhone to an address as communicated by Servify via email or a notification on the App. On completion of the repair process, the iPhone will be delivered to the address as mentioned by the

customer at the time of submitting the Request.

- 5.7. Servify reserves the right to change the method by which repair/replacement service is provided to the customer, and the eligibility to receive a particular method of service under this Plan. Service options, parts availability and response times may vary according to the city customer lives in and Servify has no control on the same

6. Customer's Responsibilities

To receive service or support under the Plan, customer agrees to comply with the following:

- 6.1. Provide the IMEI of the iPhone to be registered
- 6.2. Run a diagnostic test as described in the Nirvana – iPhone Forever App during Plan activation process to determine the eligibility of the iPhone (as described in section 3 above)
- 6.3. Subscribe to pre-defined post-paid tariff plan (as determined by Vodafone)
- 6.4. Provide a copy of their iPhone's original proof of purchase, if requested
- 6.5. Provide information about the reasons and causes of the damage to the iPhone
- 6.6. Provide identity proof if requested to verify the customer of the Plan
- 6.7. Respond to requests for information, including but not limited to the iPhone IMEI, Serial Number, model, version of the operating system and software installed, any peripherals iPhones connected or installed on the iPhone, any error messages displayed, actions taken before the iPhone experienced the damage and steps taken to avoid such damage or malfunction
- 6.8. Follow the instructions Servify gives the customer, including but not limited to refraining from sending the iPhone that is not subject to damage protection as per the Plan
- 6.9. Take backup and delete the data residing in the iPhone and turn off 'Find My iPhone' feature before submitting the iPhone for any repair under the Plan. DURING THE FULFILLMENT OF DAMAGE SERVICE REQUEST, SERVIFY OR THE AASP MAY DELETE THE CONTENTS OF THE IPHONE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. Servify or the AASP will return the iPhone after the service event or provide a replacement iPhone as per Apple's service policies. Servify or the AASPs may install the latest software updates as part of hardware service that will prevent the iPhone from reverting to an earlier version of the operating system as per Apple's service policies. Third party applications installed on the iPhone may or may not be compatible or work with the iPhone as a result of such operating system upgrade or update. Customer will be responsible for reinstalling all other software programs, applications, data and passwords as per their need post such service interventions as part of the Damage Service Request fulfilment.
- 6.10. Fill & submit the necessary details and the declaration as required for submitting a valid Damage Service Request

7. Transfer of Plan

- 7.1. The transfer of benefits of the Plan from the eligible iPhone to another iPhone can be requested at any time during the Plan term via Nirvana – iPhone Forever App or Consumer Web Portal. The updated iPhone will be eligible for the benefits post successful transfer of the Plan;

- 7.2. If the customer has Upgraded to a new iPhone during the Damage Service Event or as Standalone Upgrade request (the iPhone does not suffer a damage), the Plan will be transferred to the upgraded iPhone model.

8. Exclusions

The Plan will not cover:

- 8.1. Plan will cease to be in effect if the subscriber exits the Vodafone post-paid tariff plan (as specified by Vodafone)
- 8.2. Any damage or repair request raised and reported in the "Cool Off Period" (21 days of first activation of the Plan) or within the "Waiting Period" (90 days period after the completion a Damage Service Request)
- 8.3. Any loss or damage to the Covered iPhone:
 - a) due to Intentional act or wilful neglect
 - b) arising before or after Coverage Period
 - c) under mysterious circumstances including lost or stolen
 - d) due to hire or loan of the Covered iPhone to a third party or if ownership is transferred
 - e) due to unlawful act including Terrorist activity, War, Nuclear Explosion, Radioactive Contamination, Chemical, Biochemical, Biological, Electromagnetic, Cyber Attack
 - f) caused by incorrect storage, poor care and maintenance, careless use, gross negligence, incorrect installation and incorrect set-up
 - g) due to serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of Apple
 - h) due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Covered iPhone
- 8.4. Damage caused by:
 - a) a product/accessory that is not the Covered iPhone
 - b) operating the Covered iPhone outside the permitted or intended uses described by manufacturer
 - c) service (including upgrades and expansions) performed by anyone who is not an Authorized Service Centre ("ASC") of Apple or any failure/damage caused outside the Indian territory
 - d) Third-party products or their effects on or interactions with the Covered iPhone or the software
- 8.5. Consequential loss of any kind or description including wear & tear, or otherwise due to normal aging of the product or manufacturer defect
- 8.6. Cosmetic damage to the Covered iPhone including but not limited to scratches, dents and broken plastic on ports
- 8.7. Loss or damage covered by supplier, dealer or manufacturer's limited warranty
- 8.8. Any loss affecting to SIM card and any ancillary products even if Covered iPhone results into complete stoppage of working
- 8.9. Issues that could be resolved by upgrading software to the then current version
- 8.10. Your use of a computer or operating system that is unrelated to consumer software or connectivity issues with the Covered iPhone
- 8.11. Damage to, or loss of any software or data residing or recorded on the Covered iPhone
- 8.12. Recovery and reinstallation of software programs and user data are not covered under this Plan

8.13. Any loss or damage to accessories and panels even if forming part of the standard pack or to any complimentary or ancillary product/s made available under any promotional scheme

8.14. If the customer is unable to provide the damaged Covered iPhone

9. Special Exclusions

Servify shall not be liable in respect of loss or damage to the Covered iPhone relating to or caused due to the following:

9.1. Damage due to any experiments or tests and/or alterations resulting to any abnormal conditions of the iPhone

9.2. Damage due to mechanical or electrical break down or derangement, unless such loss is an accidental damage and not covered within the Manufacturer's Warranty

9.3. Penalties for delay or detention or in connection with guarantees of performance or efficiency

9.4. Damage to the iPhone 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

9.5. Servify shall not be liable for any loss or damage if:

a) The customer is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to this Plan or iPhone and/or

b) The Plan is activated after 18 months of activation of the iPhone, and/or

c) Due to the inability of the customer to submit any information required to assess the eligibility, either at the time of registration of the Plan or Damage Service Request; or any documents, if required by Servify for processing same.

9.6. The Plan shall also not cover a damage or loss:

a) Due to the inability of the customer to submit any registration or Damage Service Request related documents in order to process the same by Servify.

b) For compensation towards damage, if the said Damage Service Request has already been availed once during the term of the Plan

c) In any action, suit or other proceedings where Servify alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this Plan, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the customer or the customer is found to be involved in any way in fraudulent or illegal activity of any kind whatsoever related to this Plan or the iPhone

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVIFY AND ITS DIRECTORS, EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO CUSTOMERS FOR ANY INDIRECT OR CONSEQUENTIAL 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' DIRECTORS, EMPLOYEES AND AGENT'S LIABILITY TO CUSTOMER ARISING UNDER THE PLAN SHALL NOT EXCEED THE MARKET OPERATING PRICE OF THE IPHONE. SERVIFY SPECIFICALLY DOES NOT WARRANT THAT (I) IT WILL BE ABLE TO REPAIR/REPLACE/UPGRADE THE IPHONE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (II) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (III) THAT THE OPERATION OF THE IPHONE 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 IPHONE OR SUPPLY OF THE SERVICE. SAVE AND EXCEPT WITH RESPECT TO THE TELECOM SERVICES, VIL AND ITS DIRECTORS, EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO CUSTOMERS FOR ANY CLAIMS WITH REGARD TO PLAN.

11. General Terms

- 11.1. Servify may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to customer in doing so
- 11.2. Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control
- 11.3. Customer may be required to perform preventative maintenance on the iPhone to receive service under the Plan, and update the Nirvana – iPhone Forever App from time to time whenever there is a new version available on the app Store or as advised from Vodafone-Idea/Servify from time to time
- 11.4. This Plan is offered and valid only if the customer is residing in India or the damage to the iPhone occurred while the customer is in India
- 11.5. This Plan is not offered to persons who have not reached at least the age of 18 years. This Plan may not be available in all states, and is not available where prohibited by law
- 11.6. 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 customer and them
- 11.7. Customer agrees that any information or data disclosed to Servify under this Plan is not confidential or proprietary to the customer. Furthermore, customer agrees that Servify may collect and process data on customer's behalf when it provides its service. This may include transferring customer's data to affiliated companies or service providers in accordance with the Privacy Policy of Servify, details of which are available on its website (www.servify.tech/privacy/). Servify has security measures, which should protect customer data against unauthorized access or disclosure as well as unlawful destruction. Customer will be responsible for the instructions customer gives to Servify regarding processing of data, and Servify will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations of Servify under the Plan. If customer does not agree with the above or if customer has questions regarding how their data may be impacted by being processed in this way, please contact Servify at the support mediums provided such as support@servify.tech or other support channels of Servify communicated from time to time
- 11.8. The terms of the Plan, including the original sales receipt of the iPhone and the Plan confirmation communication, prevail over any conflicting, additional, or

other terms of any purchase order or other document, and constitute customer's and Servify's entire understanding with respect to this Plan

- 11.9. Servify is not obligated to renew this Plan. If Servify does offer a renewal, they will determine the price and terms
- 11.10. There is no informal dispute settlement process available under this Plan
- 11.11. 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 & or revised from these terms and conditions, and the remaining terms and conditions shall continue in full force and effect. Servify & Vodafone-Idea does not own the responsibility of the communication for the changes made if any. Revisions in the terms & conditions, if any will be updated on this page.
- 11.12. These terms and conditions shall be governed by and construed under the laws of India
- 11.13. These terms and conditions do not affect customer's statutory rights as a consumer, under Consumer Protection Act, 1986.

12. Support Contact Details

For Plan Eligibility & Activation:

- a. Vodafone Customer Service Number: <198 or 9820098200>

For Plan Benefits and Service Fulfilment:

- a. Servify Customer Service Number: 1800-121-999-333 (all days, 9am-9pm)
- b. Servify Customer Service Email ID: support@servify.tech

Annexure A: Eligible iPhones

1. iPhone 5s and its variants
2. iPhone 5SE and its variants
3. iPhone 6 and its variant
4. iPhone 6s and its variants
5. iPhone 7 and its variants
6. iPhone 7Plus and is variants
7. iPhone 8 and its variants
8. iPhone 8Plus and its variants
9. iPhone X and its variants
10. iPhone XS and its variants
11. iPhone XR and its variants
12. iPhone XS Max and its variants
13. Future iPhone launches during the plan period

Annexure B:

1. Delhi
2. Gurgaon
3. Noida
4. Faridabad
5. Mumbai
6. Thane
7. Navi Mumbai
8. Bangalore

9. Hyderabad
10. Chennai
11. Kolkata
12. Ahmedabad
13. Pune
14. Chandigarh
15. Ludhiana
16. Surat
17. Vadodara
18. Visakhapatnam
19. Rajkot
20. Bhopal