

Garantie CDP

1. The Plan

This Complete Damage Protection Plan governs the support process for accidental physical and fluid damages for vivo Devices sold by vivo (“Device”) through its official sales channels (including its website) in India in its original packaging. This Plan is not valid for any products that are either refurbished or purchased by a customer post a return from the first customer, even in an unboxed condition.

2. Plan Term

Benefits under the Plan begins when you (“Customer”, who is the User of the Device) registers the Device for the Plan and ends on completion of Twelve months from date of purchase of the Device.

3. Plan Eligibility

3.1.1 This Plan can only be purchased within 4 days of Device purchase and subject to the Device being in its perfect working condition. vivo and garantie reserves the right to revise the timeline of purchase of plan at its discretion.

3.1.2 The terms of this Plan, the original sales receipt for your Plan, the original sales receipt of your Device, the proof of your identity provided at the time of raising a Damage Repair Service Request, the indemnification you provide about the working condition of the Registered Device before the purchase of the Plan and the Plan Confirmation are each part of your Plan

3.1.3 The benefits under the Complete damage protection Plan is additional to the benefits provided by the manufacturer under Manufacturer’s Warranty

4. Plan Details

4.1 “Registered” Device

The Device that was successfully registered under the Plan within the stipulated time period as defined in clause 3.1 above is termed as “Registered Device”.

4.2 Customer

The purchaser of the Registered Device whose name is mentioned on the original invoice is the Customer. The purchaser’s spouse, children and parents can be the users of the Registered Device. If the purchaser is a company, Customer shall mean any representative/employee of the company authorized to use the Registered Device.

4.3 Benefits Value

Maximum Benefits Value is equivalent to the depreciated value (refer to point 10 below) of the Registered Device at the time of submitting a Damage Repair Request for availing complete damage protection as eligible under this Plan. If the repair charges are more than the Benefits Value, the Customer will have the option to bear the differential price for obtaining the repair as determined by the Authorised Service Centre (“ASC”) of vivo. There is an additional Processing Fee charged during a repair event under the Plan as follows:

Device Value Range	PF
0-20000	699
20001-50000	1499
50001-70000	1999
70001-100000	3999
100001-120000	5999
>120000	10999

4.4 Beyond Economic Repairs (BER)

If the repair cost of the Registered Device is more than the Benefits Value of the Registered Device, then the repair request will be determined as Beyond Economic Repairs (BER). In case of BER, the applicable eligible amount will be refunded or adjusted on the new vivo device purchase amount by Garantie to the customer. However, in the case of a financed phone, the final monetary settlement/claim payment in BER cases for the CDP plans shall be done to the financier ONLY. The customer shall have no rights to claim the BER payable amount from Garantie. Once the payment is settled with the financier, all Garantie’s obligations under this contract will be deemed fulfilled and the plan coverage shall stand terminated. Post claim settlement and for the foreclosure of the loan account, the customer should directly reach out to the financier. Garantie does NOT hold any liability in the loan closure.

4.5 Scope of Service under the Plan

Provided the Registered Device is handed over to Garantie or its authorized channels in its entirety during the Damage Repair Request Process & that you have submitted the documents as desired under the Plan and have purchased the Registered Device from official sales channels (including the website) of vivo in India, the following conditions would be considered under the Plan.

4.5.1 Inclusions

4.5.1.1 Suffers accidental physical damage and/or such damage that impairs the normal usage of the Registered Device

4.5.1.2 Fails to work because accidentally fluid has entered its internal circuitry, touch panel, sub-board or battery, resulting into stoppage of the Registered Device

4.5.2 Exclusions

4.5.2.1 If the Plan has been purchased beyond the eligible purchase window as defined in 3.1.

4.5.2.2 Any damages to the Registered Device prior to the Plan activation

4.5.2.3 Any damages reported within 7 days of activation of the Plan

4.5.2.4 Suffers damage due to:

- Acts of god perils, fire, lightening and explosion

- Damage during riot, strike & malicious damage

4.5.2.5 Any damage to the Registered Device:

- due to intentional act
- arising before or after Plan Term
 - under mysterious circumstances including lost or stolen
 - due to hire or loan of the Registered Device to a third party or if ownership is transferred
 - Due to unlawful act including Terrorist activity, War, Nuclear Explosion, Radioactive Contamination, Chemical, Biochemical, Biological, Electromagnetic, Cyber Attack.
 - Caused by incorrect storage, poor care and maintenance, careless use, incorrect installation and incorrect setup.
 - 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 vivo
- due to any experiments or tests and/or alterations resulting to any abnormal conditions of the Registered Device
- In the event of device being found in burnt condition under any circumstances physical or malfunction issue

4.5.2.6 Damage caused by:

- a product/accessory that is not the Registered Device
- operating the Registered Device outside the permitted or intended uses described by manufacturer
- service (including upgrades and expansions) performed by anyone who is not an Authorized Service Center ("ASC") or any failure/damage caused outside the Indian territory
- Third-party products or their effects on or interactions with the Registered Device or the

- software
- Consequential loss of any kind or description including wear & tear, manufacturing defects
- Cosmetic damage to the Registered Device including but not limited to

scratches, dents and broken plastic on ports

- Loss or damage covered by supplier, dealer or Manufacturer's Warranty
- Any loss affecting to SIM card and any ancillary products even if Registered Device results into complete stoppage of working
- Registered Device with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of vivo
- Registered Device that has been stolen
 - Defects caused by normal wear and tear or otherwise due to normal aging of the product
 - Issues that could be resolved by upgrading software to the then current version
 - Your use of a computer or operating system that is unrelated to consumer software or connectivity issues with the Registered Device
- Damage to, or loss of any software or data residing or recorded on the Registered Device
- Damage /Loss to the device due to mysterious circumstances, disappearance or unexplained reason is not covered
- Few Instances which come under negligence:
 - While riding on a 2-wheeler, if a person is carrying the mobile in his shirt's pocket or talking on the mobile and

experiences handset damage then this will come under negligence on customer's part and shall not be covered.

- If a person is using the mobile in washroom and water gets dropped on the mobile/the mobile falls off causing damage then this will come under negligence on customer's part and shall not be covered.
- If the mobile gets damaged while a child is playing with it, this will come under negligence on customer's part and shall not be covered.
- Recovery and reinstallation of software programs and user data
- 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
- Damaged device where the IMEI/Serial no. cannot be identified by vivo authorised service centers.
- Cost of any missing parts or unidentifiable damaged parts

5 Special Exclusions

Garantie and vivo shall not be liable in respect of loss or damage to Registered Device relating to or caused due to the following:

- 5.5 Loss or damage due to mechanical or electrical break down or derangement, unless such loss is accidental damage and which is not covered within the Manufacturer's Warranty
- 5.6 Penalties for delay or detention or in connection with guarantees of performance or efficiency
- 5.7 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
- 5.8 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
- 5.9 Garantie and vivo shall not be liable if:
 - 5.9.1 the 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
 - 5.9.2 the Plan is purchased for the Registered Device after the eligible period mentioned in point 3.1
 - 5.9.3 if the mandatory registration of the Registered Device is not completed by registering on the vivo V-Shield app and completing the initial registration obligations within 7 (seven) calendar days of purchase of the Plan
 - 5.9.4 Due to the inability of the Customer to submit either of the processing documents or supporting documents required for processing the request
- 5.10 In any action, suit or other proceeding where the Garantie or underwriting partner(s) alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction or damage is not included under this Plan, the burden of proving that such loss, destruction or damage is included, shall be upon the Customer

6 Plan Activation Process

Instant activation: You do not need to activate the Plan. Your Device is automatically covered under the Plan from the Plan purchase date.

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

- 6.5 Immediately (Not later than 72 Hours from the time of the damage) inform Garantie through the vivo customer web app or <https://claims.garantie.in/> Submit all request related documents including but not limited to the purchase invoice of the Registered Device and any other document as mentioned in the vivo customer web app at the time of raising the Damage Repair Service Request.

- 6.6 Do note that the Accident Damage & Liquid Damage Protection Plan is available only if the customer has purchased the plan within the eligible window from Device purchase.
- 6.7 Please note, you will not handover the Registered Device for repairs at any service center, including at any vivo Authorised Service Center (ASC) until confirmed by Garantie. It is expressly stated that Garantie will not be held responsible for fulfilling any such requests where the Registered Device is handed over to a service center by you before the approval from Garantie; any liabilities arising out of such requests before the in-principle approval of the Damage Repair Service Request from Garantie will be solely handled by you (Customer) at your (Customer's) own expense
- 6.8 You may visit the nearest vivo Authorized Service Center as indicated in the vivo customer web app once the approval is provided. You are required to wait until Garantie confirms in writing via an email or on a voice call on your registered number or provides an update on the App or on its Consumer Web Portal about the status of the and the next steps expected. Service will be performed at the vivo Authorized Service Centers after verification of the entitlement and validity of the Plan. Once you are notified & that the service is complete, you will promptly be notified via the vivo customer web app.
- 6.9 Garantie and vivo reserves the right to change the method by which they may provide repair 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.
- 7 Service Fulfilment Process
- 7.5 vivo provides services only through Carry-in Support for the Registered Device, for serviceable locations. You may visit the nearest vivo Authorized Service Centre as indicated in the vivo Service Claims app once the approval is provided. You are required to wait until Garantie confirms in writing via an email or on a voice call on your registered number or provides an update on the App or on its Consumer Web Portal about the status of the and the next steps expected. Service will be performed at the vivo Authorized Service Centres after verification of the entitlement and validity of the Plan. Once you are notified & that the service is complete, you will promptly be notified via the vivo Service Claims app & Garantie Consumer Web Portal.
- 7.6 Garantie reserves the right to change the method by which they may provide repair 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.

8 Your Responsibilities

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

- 8.5 Provide information about the reasons and causes of the damage to the Registered Device
- 8.6 Provide information about the reasons and causes of the damage to the Registered Device
- 8.7 Provide identity proof if requested by Garantie(at the time of raising a 'Damage Repair Request') to verify the User of the Device, on which Plan is activated
- 8.8 Respond to requests for information, including but not limited to the Registered Device serial number, 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 damage and steps taken to avoid the damage

- 8.9 Follow instructions Garantie gives you, including but not limited to refraining from sending Registered Device that is not subject to damage protection as per the Plan and packing the Registered Device in accordance with shipping instructions as per the Plan
- 8.10 Make sure to backup software and data residing on the Registered Device. DURING THE FULFILLMENT OF DAMAGE REPAIR SERVICE, GARANTIE OR THE ASC MAY DELETE THE CONTENTS OF THE REGISTERED DEVICE AND REFORMAT THE STORAGE MEDIA IF NECESSARY. Garantie, or ASC may return your Registered Device after the service event subject to applicable updates. Garantie or the ASC may install latest software updates as part of hardware service that will 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.

8.11 You will update all the new versions available for the V-Shield app from time to time and not delete the vivo Service Claims app from the Registered Device, failing which the Plan benefits may stand invalid and you might be asked to download the V-Shield 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

9 Depreciation Matrix

The standard depreciation matrix applicable for registered device under this Plan is as below:

Age of the Registered Device	Depreciation Applicable
Up to 90 days from the date of purchase of the Registered Device	20% of the Invoice Value
Between 91 days to 180 days from date of purchase of the Registered Device	30% of the Invoice Value
Between 181 days to 365 days from date of purchase of the Registered Device	50% of the Invoice Value

10 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, vivo, GARANTIE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER 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 GARANTIE'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF vivo, GARANTIE 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. GARANTIE 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 GARANTIE'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, GARANTIE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE REGISTERED DEVICE OR SUPPLY OF THE SERVICE

11 Transfer of Plan

- The transfer of ownership of the Plan for the Registered Device from the Device to another party will render the Plan & its benefits null and void
- 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.
- It is the responsibility of the Customer to share the replaced Device IMEI/Serial no. and the replacement invoice issued by the vivo Authorised Service Centre support@garantie.in
- 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 Garantie's entire understanding with respect to the Plan
- Garantie is not obligated to renew this Plan. If either Garantie does offer a renewal, they will determine the price and terms
- There is no informal dispute settlement process available

- under this Plan
- 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
- These terms and conditions shall be governed by and construed under the laws of India
- These terms and conditions do not affect your statutory rights as a consumer

12 General Terms

12.5 Garantie may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so

12.6 Garantie is not responsible for any failures or delays in performing under the Plan that are due to events outside its reasonable control

12.7 You are not required to perform preventative maintenance on the Registered Device to receive service under the Plan.

12.8 This Plan is offered and valid only if you are making a purchase in India and using in India

12.9 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

12.10 In carrying out its obligations Garantie 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

12.11 Garantie 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 Garantie regarding the processing of data, and Garantie 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@garantie.in

12.12 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 Garantie's entire understanding with respect to the Plan

12.13 Garantie is not obligated to renew this Plan. If either Garantie does offer a renewal, they will determine the price and terms

12.14 There is no informal dispute settlement process available under this Plan

12.15 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

12.16 These terms and conditions shall be governed by and constructed under the laws of India

12.17 These terms and conditions do not affect your statutory rights as a consumer

13 Support Contact Details

- 13.5 Garantie Customer Service Number: 8800502077 (Mon-Sat, 9 a.m. to 6 p.m)
Garantie Customer Service Email ID: support@garantie.in