

## MOST IMPORTANT TERMS AND CONDITIONS (MITC)

### EPICURE SHIELD LITE PLAN

This plan provides services in relation to the labour and visit of the service expert for repairing or servicing of eligible home appliance Product (s) against functional Breakdowns (electrical & mechanical breakdown) on an onsite service basis. The Plan may also include the add-on benefits to the Customer i.e. also helps the customer to block bank debit & credit cards at the time of emergency including assistance for SIM card blocking via the service providers. The Plan also comes with three (3) Month Online streaming Platform benefit of Sony Liv.

#### I. Plan Activation

The plan will be activated within 2 (TWO) business days of plan purchase invoice date. Plan activation is subject to the our authorized sale partner from which the plan is purchased. Plan details will be shared with you on activation of the plan on your registered contact details. In case you have not received the details within 15 (Fifteen) days from purchase, please reach out to your point of sale.

#### II. How to register a repair request?

In case of any defect, you can register a service request on OneAssist App (login using your registered mobile number).

(1) Download OneAssist mobile application from - <https://onelink.to/afkpu6>

(2) You can also chat with us at <http://www.oneassist.in/live-chat>

#### III. Cancellation Period

Plan Period	Refund Percentage ( % ) of Plan Fee
0-15 Days	100%
16-30 Days	75%
Above 30 Days	No Refund

#### IV. Service Inclusions

Particulars	Plan Benefits
Plan Period	1 (One) Year From date of Activation
Breakdown Support	1 (One) service request
List of Product Category	1 (One) in number of Air Conditioner, Television, Refrigerator, Microwave, Washing Machine, Water Purifier, Air Cooler
Online Streaming Platform /OTT benefit	3 (Three) Months OTT Play (Sony LIV)
One Call to Block	Service request available on customer's register Bank Cards and SIM card as per issuer terms

#### V. Service Exclusions

1. For Any costs incurred for repair or replacing any spare part/component/consumables or transporting the Product to the service center and back for repairs is not provided in the plan
2. Breakage and Liquid Damage
3. Online streaming platform vouchers and card-blocking services are subject to the issuer's discretion and exclusions by the issuer/s.

**Please refer to the detailed term and conditions of send on your registered contact details number or download the Plan Terms & Conditions available at OneAssist's mobile application**

<https://onelink.to/afkpu6>

## DETAILED TERMS AND CONDITIONS

Congratulations on purchasing this Support service plan. Please read the terms and conditions, so that you understand the benefits under this plan.

This "PLAN" has been entered into between OneAssist Consumer Solutions Private Limited, herein after referred to as "OneAssist", incorporated under the Companies Act, 1956 and having CIN U93090MH2011PTC218163 and the name & address of the customer, as referred to as "Customer", mentioned in the application form and/or Welcome Communication. The terms & conditions of the plan shall be fully binding on the customer registered "Product(s)".

### PART I: GENERAL TERMS AND CONDITIONS

#### 1. GENERAL DEFINITIONS

- 1.1 **Plan(s):** shall mean either or all the services package offered by OneAssist from time to time, which services may have optional add-on components or features, details of which are mentioned in the Welcome letter kit / Welcome email / Welcome message.
- 1.2 **Plan Fee:** shall mean the fees charged by OneAssist for the purchase of the Plan(s) availed by the Customer and set out in the respective Plan details. The Plan Fee is applicable for the respective duration of the plan as mentioned below. The Plan Fee payable by the Customer is along with applicable taxes, duties or levies unless expressly stated to the contrary.
- 1.3 **Plan Terms and Conditions /Plan Terms:** : shall mean the Specific terms and conditions separately in PART II below and provided along with these General Terms , which shall apply specifically to each respective Plan(s).In the event of any conflict or inconsistency between these General terms and specific plan terms , the Specific Plan Terms shall prevail to the extent of such conflict
- 1.4 **Plan Period:** shall mean commence from the date of Plan activation and continue uninterrupted for total duration specified in the Plan details and shall continue to remain in force for a period as applicable, unless terminated earlier as per terms herein.

The Customer is entitled to services during Plan Period in accordance with the manufacturer's Guidelines for 1, 2, 3 or 4 Years as per the plan purchased along with other benefits as set forth under this Plan Terms unless terminated earlier in accordance with Plan Terms herein.

This Plan period herein shall continue to remain in force for balance Plan Period if due to any reasons, the original manufacturer replaces the Product of the Customer with the Product of the same model during the Manufacturer's Warranty Period subject to such information being shared by you with OneAssist on any such occasion.
- 1.5 **Manufacturer's Warranty/ Guarantee:** The original warranty/ guarantee provided by the respective manufacturer to the respective product as per manufacturer's warranty/ guarantee terms & conditions. The manufacturer's warranty given for defects in construction and workmanship for a defined period as mentioned at the time of purchase, starting from the date as defined by the manufacturer and used under normal conditions in a non-commercial setting
- 1.6 **Manufacturer's Warranty/ Guarantee Period:** The uninterrupted period of the Manufacturer's Warranty/ Guarantee as stated on the original official manufacturer's warranty/ guarantee certificate and publications.
- 1.7 **Breakdown** means the functional, mechanical and/or electrical defects and or failure of the product that cause it to not function in its intended manner under normal usage conditions. It is further clarified that

normal wear and tear to product/any parts is not considered as functional breakdown. The breakdown will vary for each Product in accordance with the applicable Manufacturer's Warranty terms for the said Product. It includes functional, mechanical and electrical breakdown including but not limited to defect or burning out (electrical) of any defined parts of the Product arising from mechanical or electrical defect causing sudden stoppage of their functions, necessitating visit, repair or replacement the extent as provided by the Manufacturer's Warranty/ Guarantee for domestic electrical/electronic or non-electronic product and as per the Plan Terms and Conditions.

- 1.8 **Breakage** – Any visible physical damage /impairment occurred to the product during the Plan Period as a result of sudden, accidental involuntary and external causes, excluding any cosmetic damage impacting that does not affect the normal functioning or performance of the Product
- 1.9 **Liquid Damage** – Any damage or impairment to the Product during Plan period as a result of accidental and unintended ingress or involuntary seepage of water or other liquid /fluids inside the Product, including but not limited to damage caused by accidental exposure to rainwater
- 1.10 **Product:** includes the Appliance/Device owned by the Customer specifically mentioned in the Purchase Invoice and registered under the Plan. The Product should be for indoor domestic use only and should not use for commercial, rental or profit generation purpose
- 1.11 **Product Category:** Mobile, Laptop, Air Conditioner, Air Cooler, Air Purifier, Dishwasher, Dryer, Food Processor, Fryer, Home Theatre, Microwave Oven, OTG, Refrigerator, Television, Vacuum Cleaner, Washing Machine, Water Heater, Water Purifier or Furniture, (Electrical / Non-electrical devices), Non Transport -Light Motor Vehicle/ LMV ( NT)manufactured in India or is legally imported in India and sold through official channel by an invoice and Manufacturer's Warranty/ Guarantee certificate. Plan will be valid for 1 (one) or more of the above products category/categories, as registered, in accordance with the applicable Plan selected by the Customer.
- 1.12 **Obsolete Product:** Any Product that is outdated and is no longer in production /distribution.
- 1.13 **Official Channel:** Manufacturer, Manufacturer Subsidiary company, OneAssist Authorized Retailer/ Dealer/ Distributor, Authorized Service Partners, Online Retail channel and OneAssist official website & apps.
- 1.14 **Service Partner** means any third-party logistics or repairs service provider affiliated with OneAssist to provide services under this Plan. OneAssist will repair the damaged product by Manufacturer /OneAssist Authorised Service Centers/Technician/Experts using genuine spare parts. OneAssist only works through reputable service providers so that the product is in good hands.
- 1.15 **Normal Operating Condition:** Ability of the product to perform its specified function subject to the acceptable level of change in performance due to ageing or climatic conditions. The acceptable level of change for this purpose will be as per the respective Manufacturer's specifications.
- 1.16 **Normal use:** Use of the product in accordance with the Manufacturer's guidelines for Product usages including but not limited to regular maintenance and upkeep of the Product, usage of specified protection device such as voltage stabilizer.
- 1.17 **Onsite Repairs:** The repair technician of Service Partner will visit the registered address where the product has been registered to provide the repair services.
- 1.18 **Cancellation Period:** shall mean the number of days from the date of activation of the Plan(s) within which the Customer may cancel the Plan(s) and obtain a full refund of the Plan Fee.
- 1.19 **Personal Information/Data:** shall mean and include only a). Name b). Address and c.) Date of Birth of the customer.
- 1.20 **Service Level Agreement (SLA):** SLA is defined as the total time elapsed between first **on-site** visit for repair to when the product is back in working condition after repair/replacement

- 1.21 **Serviceable Location:** List of cities or Pin-codes where OneAssist or their Service partners can extend their Service under this Plan. The plan is limited to products/Plan that are purchased in selected cities within defined geographic boundary of the Republic of India
- 1.22 **We, Us, Our:** The issuer of the Plan i.e., OneAssist Consumer Solutions Private Limited or OneAssist
- 1.23 **You, Your, Customer:** The person to whom We are issuing Our Plan. Name and Address as referred in our Welcome Communication to as “Customer”
- 1.24 **Coverage value:** It will be the lower amount between the Product Purchase Invoice Price given to OneAssist at and the actual Purchase Invoice copy received. It means the maximum cumulative Service Benefit which a customer can register a service request within the respective Plan Period. This Definition shall apply only if such coverage is expressly included under the specific terms and conditions of the Plan purchased.
- 1.25 **Balance Coverage value:** Coverage Value (–) Sum of all Previous Service request (if any)

## 2. PURPOSE

- 2.1 These terms and conditions (“Plan Terms”) shall govern the transaction between OneAssist Consumer Solutions Private Limited (“OneAssist”) and the party whose name appears on the Order mentioned in the Welcome letter kit / Welcome email / Welcome message (“Customer”) in relation to the Plan(s) provided by OneAssist.
- 2.2 These general terms and conditions define the framework and the respective obligations of the parties. Specific terms and conditions relating to the specific Plan(s) that has been availed or subscribed to by the Customer supplementing or derogating from these general terms and conditions may be agreed to in writing which shall be annexed to this Plan Terms.

Customer acknowledges the receipt of the Plan Terms, and agrees to be fully bound by the relevant Plan Terms and Conditions. In the event, the Customer activates the Plan by sharing necessary registration details or avails of any service or benefit under any of the Plan Terms or registered a service request within the Plan Period, the Customer shall be deemed to have accepted the Plan Terms and Conditions unconditionally, unless otherwise notified.

## 3. CUSTOMER CONSENTS AND CONFIRMATIONS

- 3.1 Further, the Customer has and hereby consents to the use of the Personal Information by OneAssist for the purposes of providing the various services under the Plan(s) offered by OneAssist. OneAssist respects the privacy of the Customer and the confidentiality of Customer’s Personal Information so collected by OneAssist by itself or on its behalf and shall take all reasonable steps to protect it and maintain its confidentiality.
- 3.2 The Customer also hereby consents to the Personal Information being disclosed by OneAssist to any third party Service Partner of OneAssist who will be either providing the benefit and/or services on each of the Plan(s) for the purposes of fulfilment of the services or if required by law.
- 3.3 The Customer expressly and without limitation, consents to OneAssist or its Service Partners recording phone calls between the Customer and OneAssist on OneAssist’s helpline numbers set out in the relevant Plan Terms in order for OneAssist to inter alia (i) provide a record of the instructions received from the Customer and to share the same with the Service Partners, if required, (ii) allow itself or its Service Partners to monitor quality standards, (iii) training purposes, and (iv) meet legal and regulatory requirements.
- 3.4 The Customer acknowledges that OneAssist has the sole right to vary the features/benefits under the Plan(s) or the Plans or the amount or rate of the Plan Fee or part thereof, from time to time.
- 3.5 The Customer hereby provides his/her consent to OneAssist for appointing employees/collection agents to collect amounts payable to OneAssist, as may be considered necessary in the sole discretion of

OneAssist and which shall be at the sole risk and cost of the Customer.

- 3.6 The Customer acknowledges that OneAssist may engage third parties including Service Partners for the fulfilment of the services and the Customer hereby consents to OneAssist disclosing, to the extent relevant, the Customer's Personal Information and/or details of Plan(s) availed by the Customer to inter alia (a) our affiliates Service Partners (b) to our suppliers, vendors, for the purposes of servicing the Customer.
- 3.7 The Customer hereby consents to OneAssist identifying any other Service Partner and/or products that may be of some interest to the Customer.
- 3.8 The Customer hereby consents to receiving period SMS / WhatsApp message / email communication from OneAssist of information pertaining to its plan features / services.
- 3.9 In case the Location of the customer does not fall under "Serviceable Location", the Customer shall be entitled to an alternative resolution, which may include a full or partial or no refund of the applicable Plan Fee or reimburse the amount paid by the customer for eligible services under this plan terms as per OneAssist discretion.

#### **4. TOTAL PLAN FEE/CHARGES**

- 4.1 OneAssist shall charge the Plan Fee from the Customer for availing of the Plan(s) from time to time and for the duration of the respective Plan. The Plan Fee shall be payable in advance, and the Customer may make a one-time payment of the Plan Fee for the applicable period or authorise OneAssist with appropriate debit instructions to deduct the Plan Fee from the Customer's bank or credit/debit card from time to time including applicable taxes and levies.
- 4.2 The Plan Fee(s) for the respective Plan(s) shall be as more particularly set out in the Plan Terms.
- 4.3 Activation of OneAssist Plan(s) is subject to realization/receipt of the Plan Fee by OneAssist.
- 4.4 OneAssist shall however, not be responsible for refunding of Plan fee , if replacement of Product by the original manufacturer with a Product of different purchase price size /capacity/model/brand leads to reduction in Plan fee for Plan services

#### **5. PROCESSING OF SERVICE REQUESTS**

- 5.1 Customer acknowledges and understands that service benefit or settlement method of any benefit shall be at the sole discretion of OneAssist and repair services subject to Manufacturer Warranty Guidelines
- 5.2 Any service request/s made by the Customer under the Plan during Plan Period shall be subject to the following:
  - i. The Customer having met and complied with the Plan Terms (as applicable). This also applies to Plan Terms and Conditions set out herein and any others which may be added to the Plan Terms and Conditions as communicated to the Customer at a later date.
  - ii. The Customer having provided OneAssist with full and accurate information in connection with the plan benefits, as applicable.
  - iii. The Customer having acted in a bona fide manner to register a service request.
  - iv. The Customer having complied with the requirements of OneAssist for the purposes of processing the service request may be required from time to time:
    - i) Purchase Invoice copy of the Product and Plan (define the product age (if applicable))
    - ii) Any other document as may be required under the Plan Terms
- 5.3 Notwithstanding anything contained hereinabove, OneAssist shall not be obliged to entertain any service request from the Customer unless the Plan Fee up to the date has been paid.

## **6. CANCELLATIONS/ RENEWAL/TERMINATION/EXPIRY**

6.1 OneAssist will cancel the Plan if OneAssist does not receive the Plan Fee (all inclusive) on the date it is due.

6.2 OneAssist will cancel the Plan if the Customer has at any time:

- i. agreed to help any third party to try to fraudulently or dishonestly obtain money from OneAssist; or
- ii. is in violation of applicable law as may be relevant to the use of the Plan(s); or
- iii. failed to meet the Plan Terms & Conditions, or to act in good faith, openly, honestly and in a bona fide manner towards OneAssist including by providing false or inaccurate information; and
- iv. Customer fails to return to OneAssist or its authorized Service Partner(s) any goods/devices temporarily lent to him/her or money advanced on an emergency basis to him/her or tickets or hotel bookings made on behalf of the Customer and which are to be returned/reimbursed/paid as per the terms of the Plan to OneAssist or to its authorized Service Partner.
- v. If notice of termination is provided by the Customer within the Cancellation Period , a full refund is available. However, if the Customer has registered a service request or availed of any benefit under the Plan at any time during the Cancellation Period, no refund will be available. After the expiry of the Cancellation Period, for any cancellation by the Customer, OneAssist will not refund the Plan Fee.
- vi. For any applicable refund of Plan fee and refund related queries, customer will have to reach back to the point of Sale only. And /or submit a request through the Mobile App, Chat or Call Center, following the same process as service request registration

In addition to the typical termination that exists in this plan, the Plan will expire at the closing hours of the end date of the Plan Period.

## **7. CONFIDENTIALITY**

7.1 OneAssist shall make reasonable efforts to ensure that the Personal Information of the Customer is kept confidential and not disclosed to any third party except to the extent required for fulfilment of services.

## **8. REPRESENTATIONS AND WARRANTIES**

8.1 The Customer represents that he/she is completed the age of 18 (eighteen) years and is a resident of India.

8.2 The Customer is in compliance with the applicable law as may be relevant for the Plan (s) which is availed of by the Customer

8.3 The Personal Information provided by the Customer for the purposes of availing of the Plan(s) is and shall be true and accurate.

## **9. OBLIGATIONS AND COVENANTS OF THE CUSTOMER**

9.1 If the Customer receives a benefit as contemplated under any specific Plan and it is later discovered that the service request was dishonest, fraudulent or false, OneAssist shall have the right to and will take steps to recover from the Customer, such payment(s) made to the Customer, either by OneAssist or a third party, as the case may be.

9.2 The Customer undertakes that he/she shall strictly comply with the terms of usage contained in the Plan in relation to the use of the Plan(s).

9.3 The Customer acknowledges, confirms and covenants that the object of the Plan(s) being availed of or provided by OneAssist is not an 'insurance product' and that the Customer has availed of the Plan(s) in accordance with this understanding.

9.4 The Customer undertakes and covenants that he/she shall not use / make use of the Plan(s) to or in the course of usage of the Plan(s), upload, display, publish, update, disseminate or transmit content or

information that:

- i. belongs to another person and to which the user does not have any right to, or which is confidential.
- ii. is an impersonation of another person, grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever.
- iii. harm minors in any way.
- iv. infringes any patent, trademark, copyright or other proprietary rights.
- v. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.
- vi. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
- vii. Threatens the unity, integrity, defence, security or sovereignty of India or seditious, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation or violates any other law provision.

## 10. LIMITATION OF LIABILITY

- 10.1 OneAssist shall not be liable for any incidental, consequential, exemplary, special or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use). OneAssist disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement. **OneAssist's total liability under the relevant Plan shall not exceed the Plan Fee.**
- 10.2 OneAssist shall not be liable to the Customer for any damages resulting from or related to any services performed by OneAssist hereunder, including, but not limited to, any loss of data or software, inability of OneAssist to correct any errors, malfunctions and defects in the Product/equipment/hardware/software delay of OneAssist in performing any services hereunder.

## 11. INDEMNITY

- 11.1 The Customer hereby agrees to defend, indemnify and hold OneAssist and its officers, directors, employees and subcontractors harmless from any and all losses, damages, liabilities, verdicts, settlements, judgments, costs, and expenses (including reasonable attorneys' fees) incurred by OneAssist or its officers or employees arising out of:
- i. any wrongful act or omission of the Customer in relation to the usage of the Plan(s);
  - ii. any willful misconduct, gross negligence or fraud by the Customer.
  - iii. any failure of the Customer to comply with the applicable law.
  - iv. any breach of the representations, warranties, obligations and covenants of the Customer or a default of the Customer's obligations; and
  - v. any third-party claims arising out of the Customer's use of the Plan(s).
  - vi. This indemnity will survive the termination of the Plan Period and is in addition to and not in substitution of the other remedies and rights that OneAssist may have, either at law or under this Plan

## 12. NOTICES

- 12.1 Any notice required under the Plan must be in writing and must be either (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth herein at OneAssist Consumer Solutions Private Limited, latest address available at website (<https://oneassist.in/>)

12.2 Any written communication, billing statement or notice from OneAssist to Customer will be deemed as served within 48 (Forty Eight) hours of posting by ordinary mail or earlier as the case may be.

### **13. MISCELLANEOUS**

13.1 This Plan Terms will inure to the benefit of the legal successors of OneAssist. Other than as stated above, no assignment of the Terms is possible.

13.2 OneAssist will not incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, bandhs, riots, acts of war, natural disaster, fire, epidemic, quarantine restrictions, outbreak of debilitating disease and any travel restrictions or bans (including bans on non-essential travel) issued by any governmental authority, lockout and explosions, or any other events reasonably beyond the control of either party.

13.3 OneAssist reserves the right to amend the Plan Terms And Conditions and/or the Plan Period and/or the Plan features and/or Plan Fee. Upon such amendment, such Plan Terms will become applicable immediately and will be intimated to the Customer in due course. If the Customer does not accept the amendment of the Plan, he shall have the right to terminate Plan and Plan Period with appropriate notice as may be specified in section "CANCELLATIONS/ RENEWAL/TERMINATION/EXPIRY". The alteration of the Plan and/or the Plan Period shall be deemed accepted where the Customer continues to use the services available under the Plan for one (1) month after the amendment has taken effect.

13.4 The General Terms along with the relevant Specific Plan Terms constitutes the entire agreement between the parties with respect and in relation to the Plan (including any modification or amendment thereto) subscribed or availed of by the Customer and supersedes all previous communications, representations, understandings and agreements, either oral or written.

13.5 GOVERNING LAW& JURISDICTION:- The validity, construction and performances of terms herein shall be governed by and interpreted in accordance with the laws of the Republic of India. The Parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the competent Courts in Mumbai with regard to any matter or dispute arising hereto or any other documents that may be executed by the parties hereto.

## **ONEASSIST EPICURE SHIELD LITE**

### **PART -II: THE SPECIFIC PLAN TERMS AND CONDITIONS**

#### **14. PLAN KEY FEATURES**

##### **14.1 Mobile Application**

With the OneAssist Mobile Application, the customer can track the status of your repair at every stage. The customer can remain updated on the status of service request on a real-time basis and can view it in a timeline form from the date it was created till the time it was resolved

##### **14.2 Repair at Doorstep**

Once the customer has intimated OneAssist of breakdown and provided the required documents, OneAssist or their Service Partner will get the product repaired at customer's doorstep. In case product is not repairable at customer's registered address, OneAssist will provide free Pick up & drop of product free of cost for the customer for Breakdown post manufacturer warranty period

##### **14.3 Repair by Authorised Service Network using Genuine Spare Parts**

OneAssist will repair the defective product by Manufacturer /OneAssist Authorised Service Centres/Experts using genuine spare parts. OneAssist only works through reputable the Service Partner so that the product is

in good hands. The process is completely cashless for the customer.

#### 14.4 Truly Unlimited Manufacturer Warranty Repairs

We facilitate administration support services to help the Customer avail the services as per manufacturer's guidelines, with all service requests handled exclusively through OneAssist's authorized service partner to ensure consistency, authenticity, and peace of mind.

#### 15. PLAN ACTIVATION

The plan will be activated within 2 (two) business days of plan purchase invoice date

#### 16. MAXIMUM NUMBER OF PRODUCT/S

16.1 The plan you have opted for will specify the maximum number of product(s) that can be registered under it.

16.2 You may choose the lesser number of products than the maximum allowed number.

16.3 For the Plan, you will not be able to change or add the product(s) at a later time during the plan period.

#### 17. PLAN PERIOD

17.1 The plan is applicable for a period of 12 (twelve) months i.e. 365 (Three hundred Sixty-Five) days from the date of successful activation as opted by customer.

17.2 The plan period is also mentioned in the welcome email and/or welcome message that will be sent to you post successful activation of your plan by you. It is your responsibility to verify the details mentioned in the e-mail and get any discrepancy corrected within 15 (fifteen) days of receipt of the welcome email.

17.3 The plan shall become effective once OneAssist accepts the application of the customer and shall continue to remain in force for the period as applicable, unless terminated earlier as per terms herein.

#### 18. CANCELTION PERIOD UNDER THIS PLAN

Period From Plan Activation date	Refund Percentage*
0-15 Days	100%
16-30 Days	75%
Above 30 Days	0% (No Refund)

\* The above refund percentage is calculated on Plan Fee

#### 19. KEY BENEFITS

##### 19.1. FOR ON SITE HOME APPLIANCE /PRODUCT SUPPORT SERVICE BENEFITS:

- i. This Plan is designed to deliver a seamless and continuous protection experience, maintaining consistent service throughout the Plan Period, as mentioned in your Welcome Communication.
- ii. The Customer will receive on site support services under this Plan during the Plan Period.
- iii. During this Plan Period, repair requests will be processed in accordance with this Plan Terms and Conditions, and through Our Service Partner at to ensure compliance and quality
- iv. This plan provides services in relation to the labour and visit charges of the service partner for repairing of Product (s) against the breakdowns (functional, electrical & mechanical breakdown) on an onsite service basis at your registered address. Any costs incurred for replacing the spare parts/components or transporting the Product to the service partner and back for repairs is not provided under in the plan.
- v. During the validity of the Plan, customer shall register the services to be done at the customer doorstep at registered address. OneAssist or their service partners will fix an appointment post confirmation from the customer at a suitable time. OneAssist or their service partners will conduct working condition and

performance checks during the service visit. In case a Breakdown is identified at the time-of-service under this Plan. OneAssist or their service partners will provide repair services estimate sheet for repair fee to the customer. However, only the cost of labour and technician visit charges will be free, and customer will be payable for parts, consumable or accessory costs.

- vi. If the Product needs to be transported to the service center, Customer shall arrange for the same and bear the cost of the same. Customer shall take full responsibility for the product during transportation and indemnify OneAssist or their service partners of any damage/ claim / cost that occurs during this transportation process and OneAssist or their service partners bears no liability under this Plan
- vii. **Number of Product Registered:** This plan benefit is available upto 1 (One) products of which registered from the mentioned list of qualifying product categories
- viii. **Number of Visits:** This Plan entitles you for One (1) on call product check service visit for the registered Product.
- ix. **ELIGIBILITY:** OneAssist Home Appliance on Call Support Service Plan is available for Product is used only for domestic & personal and not for commercial purposes. We advised the Product is used as per the manufacturer's guidelines and as specified in the user manual supplied along with the product. Product is used in the location as per the address given by the Customer to OneAssist. Registered Address change is not allowed in this plan. If you change the address under this Plan Terms, the plan will be cancelled, and no refund will be allowed.
- x. **ELIGIBLE PRODUCTS**

This plan may be purchased for the following product(s)/ Product Category (i.es) of all brands, subject at all times to the exclusions and special conditions mentioned hereunder:

- a) **TELEVISIONS** – Panel Television (LCD/LED) are eligible, Box TVs are excluded
- b) **AIR CONDITIONERS** – Window, Split and Inverter types are eligible
- c) **REFRIGERATORS** – Only Refrigerators used for domestic use are eligible for registration
- d) **WASHING MACHINES** – Washing Machines with Maximum capacity up to 9.9 kilogram are eligible
- e) **MICROWAVE** – Built-in Microwaves are excluded
- f) **Water Purifier** - Non-electric Water purifiers are excluded
- g) **Air Cooler** – Only Electric Air Coolers are eligible

The above list is only indicative and will be subject to eligibility as per the plan opted by customer. Additions to and deletions from the list will be solely at OneAssist's discretion.

xi. **KEY CONDITIONS**

- a) Any spares that may be repaired/ replaced will be billed to customer at actual prices (with applicable discounts if/any) and subject to applicable GST/tax/duties/VAT. Customer will be provided with a bill by OneAssist's Service Partner. Customer will be liable to pay the complete bill amount directly to the Service Partner prior to completion of the repair service in advance, failing to do so will result in denial of service. We strongly advise customers not to make any cash payment. Any payment for service request is recommended to be made only through the online payment mode and/or the authorised online link sent to your registered contact details or made available via our official email header or customer portal ("Authorised Link").
- b) If you are not willing to bear the additional cost, as communicate, the service partner / technician will not undertake any partial repair activity for damages affecting functionality and your device will be returned in unrepaired conditions without any liable on us.
- c) In the event the same repair is reported within 30 (thirty) days of the original repair, it will not be treated as a new repair but as "the Repeat Issue". In all such repeat cases, customer will be required to retain the original repair invoice copy provided for repair/ replacement of spares or consumables to avail services for any invoice.
- d) Service Partner will provide 30 (thirty) days service guarantee for any spare parts that have been repaired/ replaced by the service partner Customer has the choice of procuring the spare parts on his own also, but then you will not be eligible for OneAssist's 30 (thirty)-day Service Guarantee. Separate terms and conditions of the OEM /Manufacturer shall apply to any repeat issues related to the said spare parts and

OneAssist shall not be a party to or responsible for the same. In such instance, if the part fails due to any reason customer will be responsible for the same and will have to re-pay to buy that part again

- e) OneAssist through its Service Partner will perform the repair services on a best effort basis and does not take the responsibility of restoring the defective product to its prior working condition, if the required spare parts / tools / consumables are not commercially available in the local market to fulfil the repairs.

**19.2. FOR ONLINE STREAMING /OTT PLATFORM VOUCHER:**

- i. The Customer would be entitled for OTT Voucher issued by third party online streaming platform / OTT Platform provider under this Plan.
- ii. Separate Terms and conditions apply to the OTT Voucher. OneAssist is not a party to nor responsible for , such terms and conditions.
- iii. Customers needs to connect with OneAssist through Chat on OneAssist APP and /or on calling on our designated customer care number to activate the OTT voucher within the plan period.
- iv. On calling on our designated customer care number, customer will be sent a registered mail which will contain the Voucher Details.
- v. Customer needs to follow the process and do the registration within the Voucher validity period mentioned in the communication to generate the code to be used on the OTT website.
- vi. Customers' needs to then use the newly generated code on the OTT website to redeem the Voucher.
- vii. OTT membership is as per the discretion of OneAssist and needs to be activated for within the plan period.
- viii. OTT membership can be modified without any prior notice to Customer and subject to OTT Platform.
- ix. If customer has existing OTT membership on same mobile number, membership extension will be handled as per OTT platform's Terms .
- x. Transfer of OTT voucher code is not allowed and available / redeemable on registered contact details
- xi. OTT Voucher will not be replaced at request or demand by any alternative or cash equivalents.
- xii. OneAssist is not responsible for any failure of any network, equipment, application / system software, failure on account for technical problem or traffic congestion on system software /application / internet conditions including any injury or damages related to or resulting from participation or downloading / uploading any material (Promocode coupons etc) related to this Voucher
- xiii. OTT Voucher is subject to the third-party OTT Platform terms and OneAssist is not the party to the same. OneAssist shall not be held responsible or liable for any loss, theft, damage, or misplacement of the OTT voucher once issued to the customer. The customer shall bear sole responsibility for the safekeeping of the voucher card/ OTP CODE use, and OneAssist disclaims any liability arising from its loss or misuse.

**19.3. FOR ONE CALL TO BLOCK & REGISTER ALL BANK CARDS and SIM CARD:**

- i. Customer must provide and promptly register all his/her Card details with OneAssist.
- ii. In case of a fraud, you may reach out to us at 1800 123 3330. In the event of theft or loss of wallet, the Customer must immediately call OneAssist to report the loss of the wallet. To give a request to block any Card, the Customer should provide necessary details for Cards with OneAssist prior to registration of the request for blocking.
- iii. In the event that customer input is required in the form of confidential personal information number (PIN) or a telephone identification number (TIN) (which cannot be disclosed to a third party), OneAssist will assist the Customer by conferencing the Customer on the telephone call with the Issuer in order for the Customer to provide such PIN/TIN for authentication purposes.
- iv. In case the Customer has not shared the details of a particular Card with OneAssist and requests the same to be blocked Card, with OneAssist shall attempt to block the same help of other details provided by the Customer on a best effort basis.

- v. The Customer must follow the Issuer's instructions and meet all the Issuer when using the Cards. OneAssist will not facilitate payment of any request where the Issuer informs OneAssist of the Customer non-compliance or breach of the Issuer's terms. The decision of the Issuer in this regard will be final.
- vi. The Customer hereby consents to OneAssist acting on its behalf and to do all such acts necessary in the performance of its obligations as set out herein via the Issuer.

## **20. KEY PLAN TERMS & CONDITION**

- 20.1 You must be the rightful owner of the product(s) included under the Plan.
- 20.2 All the products included under the plan should be at one registered address, under one roof (maximum 6 rooms) and used for domestic purposes only. OneAssist will not be liable for any service requests under the program if the product is being used in a commercial establishment. Products used in an office environment, in which administrative, clerical or professional activities are conducted, fall under this exclusion.
- 20.3 The plan is limited to products that are purchased at the Serviceable Locations. At the time of purchase of the plan you would be asked for your pin code. This plan will only be available to you if the pin code is serviceable. Address change is not allowed in this plan. If you change address, plan will be cancelled and no refund will be allowed
- 20.4 The plan is Non – Transferrable, if the ownership of your Registered Product changes, the service benefits will no longer be available for the product.
- 20.5 Only those products that are eligible for repair benefit carry or carried a valid OEM and/or Manufacturer's warranty in India can be registered under the plan. We will not be responsible for servicing any product that doesn't meet this condition/act that voids the Manufacturer's Warranty/ Guarantee would result in product becoming ineligible under the Plan It is clarified that even if Product gets on-boarded at the time of plan activation and Products bought from outside of India also subject to this clause .Defective products at the time of purchasing the plan are also eligible under the plan provided the plan is purchased prior to availing any repair services. Any repair work would start only after the plan fee and /or estimated repair cost along with Spare parts has been duly paid in advance. OneAssist reserve right to reject any service request under the Plan
- 20.6 OneAssist or its Service Partner/s shall provide services only during normal working hours on regular working days of OneAssist and/or its Service Partner/s.
- 20.7 Normal Working hours would be 9:00 am to 9:00 pm on all days excluding public holidays.
- 20.8 OneAssist makes no express or implied warranties whatsoever regarding the services provided/rendered and/or effects thereof etc. and shall not be liable to the Customer or any other person claiming, by, through or under the Customer .In case the breakdown of the Product is due to reasons other than those eligible services that available for service as per Manufacturer's Warranty/ Guarantee guidelines under the plan or it is caused by conditions defined under exclusions, OneAssist shall offer to repair the Product for the customer. The cost of such repairs like labour, visit, cost of parts replaced, cost of transporting the Product to service (if required) will have to be borne by the Customer.
- 20.9 All defective components /spare parts will be replaced with parts which are new or like new in performance adhering to manufacturer's specifications, at our sole discretion.

## **21. EXCLUSIONS APPLICABLE UNDER THE PLAN**

- 21.1 Breakage and Liquid Damage of the Product
- 21.2 OneAssist shall not be liable to provide any services or make any payments under this Plan, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

- 21.3 Serial number/Bar code of Product has been altered, defaced or removed. If the Serial Number of the registered Product has changed due to repairs or replacement by the manufacturer/retailer, please provide us with a copy of the Swap / Replacement Letter that clearly mentions the current and old Serial Number of the Product
- 21.4 Any kind of willful negligence or misconduct or contractual liability or indirect and/or consequential losses
- 21.5 War, invasion, act of foreign enemy hostilities or war like operations
- 21.6 Breach of law with criminal intent
- 21.7 Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 21.8 Radioactive substances, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 21.9 Loss of valuables on account of theft, unless specifically agreed herein
- 21.10 Loss or damage to the Content on account of- Its own fermentation & Breakage, cracking or scratching of Crockery, Mobiles, Cameras, Binoculars, Sculptures, Curios, Paintings, works of art, Musical instruments, Toys, Sports gear, items of glassware unless specifically agreed
- 21.11 Any costs recoverable under manufacturer's warranty.
- 21.12 Property kept in open or outside the registered address, unless otherwise agreed
- 21.13 Loss of or damage to the following is excluded, unless specifically agreed
- 21.14 Livestock, motor vehicles, pedal cycles, explosives
- 21.15 Money, securities for money, cheques, stamp, deeds, bonds, bills of exchange, promissory notes, ATM debit or credit cards.
- 21.16 Any curios or works of art for an amount exceeding INR 25,000 manuscripts, plans, drawings, securities or documents of any kind
- 21.17 Breakdown or damage due to willful act, abuse, negligence, improper handling.
- 21.18 The cost of OEM and/or Manufacturer's Maintenance, general maintenance, adjustments, resetting of controls, tuning, cleaning and the like
- 21.19 Noise due to ageing and wear and tear of the product is not considered as a defect and hence not eligible under breakdown repairs.
- 21.20 Any modification to the Product or uses which is not in accordance with the manufacturer's instructions or use of any accessory which has not been approved by the manufacturer.
- 21.21 Defects in external wiring, electrical connection or plumbing that are not an integral part of the Product
- 21.22 Any failure or damage ever available under a product recall
- 21.23 Defects due to transmission/cable/DTH or any other external source from where the signal/input are fed to the product.
- 21.24 Television screen imperfections, including "burn-in" or burnt pixels or internal LED/LCD/Plasma Panel, dark pixels & Bright pixels are not considered as defects if there are up to 5 such pixels.
- 21.25 Service for software related faults resulting from incorrect software installation or usage, or software viruses, or inherent bugs.
- 21.26 ACs where the Outdoor and Indoor unit are not of the same make and model.
- 21.27 Any failure or damage ever eligible under a product recall
- 21.28 Any failure arising due to any external factors such as corrosion, rust, denting, animal / insect damage or due to foreign bodies.

- 21.29 Use of Product in a commercial environment, unless specifically accepted by Us.
- 21.30 Any cost for the replacement or reinstatement of any data, software, information or music stored on the Product
- 21.31 Any legal liability, consequential loss, loss of use or damage/injury to third party
- 21.32 Satellite system repairs caused by weather damage to satellite antennae, failure of the television set or realignment of satellite antennae
- 21.33 Any loss or damage caused to the Product whilst in transit or otherwise that has been entrusted for any service, repair or replacement to any entity other than those authorized by OneAssist
- 21.34 If you authorize the repair or any services excluded under this plan, you shall pay its repair fees at actual for such work.
- 21.35 Fire- Loss caused by any fire
- 21.36 Intellectual property rights and Trade secrets Loss of or arising from the accessing of any confidential information including but not limited to trade secrets, computer programs, customer information, patents, trademarks, copyrights or processing methods, except to the extent that any such information is used to support or facilitate the committing of a Criminal Act covered by this policy.
- 21.37 You take all reasonable care and precautions to prevent damage and to act prudently to minimize any repair
- 21.38 Kidnap and Ransom Loss arising from or in connection with kidnap, ransom or any threat thereof
- 21.39 Loss arising due to gross negligence on your part including but not limited to sharing of One-Time password/PIN with anyone.
- 21.40 In case of mis-representation of facts by you with regards to the loss details/claim details/cause of loss etc., the claim would be inadmissible
- 21.41 Request is inadmissible in case card issuing bank/ authority reverses the transactions or reimburses the customer up to the loss.
- 21.42 Losses due to cyber-crimes on any digital platforms or financial institution.
- 21.43 Loss incurred due to erroneous debits arising on fraudulent or other transactions, on account of system or technology related fault.
- 21.44 Loss incurred due to failure of security mechanism of the financial institution/digital wallet platform.
- 21.45 Any transactions not confirmed by the host website or the authorized financial institution.
- 21.46 Any errors made by the host website or the authorized financial institution
- 21.47 Territorial limits Loss arising from a Criminal Act occurring outside of the Territorial Limits
- 21.48 Trade finance and Trade loans
- 21.49 Loss resulting from the full or partial non-payment of or default under any:
- i. credit agreement, extension of credit or hire purchase agreement lease or rental agreement; or invoice, account, agreement or any other evidence of debt. Ownership of the Product which has been transferred by Customer to any other person
  - ii. loan or transaction of the nature of a loan;
  - iii. lease or rental agreement; or invoice, account, agreement or any other evidence of debt. However, this exclusion shall only apply to External Crime and then shall not apply to any Loss where you have relied or acted upon any document that contains Forgery, Fraudulent Alteration or Counterfeit of currency notes or coins.
  - iv. War Loss arising out of the consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection or military or usurped power or confiscation, nationalization, requisition, destruction of or damage to Property by or under

the order of any government or public or local authority.

- v. Prior or subsequent discovery of loss discovered by you;
- 21.50 prior to the commencement of the policy period; or' after the expiry of the Policy Period or Extended Discovery Period (if applicable).

## **22. CUSTOMER RESPONSIBILITY**

- 22.1 Wherever required, you need to activate the Plan immediately upon buying or within a period as prescribed by OneAssist. Refer to the OneAssist Activation voucher or Messages or Mobile Application or Email or Helpline or Official Website for activation procedures (if applicable).
- 22.2 You are required to correctly select the right Plan for your product based on condition, Product purchase price and purchase location.
- 22.3 Customer shall provide details of all eligible Products that are required to be registered under the plan at the time of purchase of plan for the activation of the Plan. Any deviation of the damage description details /data or Product details from the registered information will lead to discrepancies in the estimate of repairs provided to customer.
- 22.4 Customer shall provide representatives of OneAssist/its Service Partner full access to the Product/Equipment in order to effect necessary adjustments and carry out repairs.
- 22.5 Customer shall provide all the supporting documents within the time around time (TAT) specified by OneAssist for the time of activation of plan and registration of service request .
- 22.6 Customer shall retain all original purchase and/or repair invoices provided by OneAssist's Service Partner on account of repair/
  - 22.7 replacement of spares for a minimum period of 30 (thirty) days from the date of invoice
- 22.8 Customer shall provide adequate storage space for spare parts, test Product/Equipment and adequate workspace, heat, light, ventilation and electric current for use by representative of OneAssist/its authorized representative for provision of services at Customer's location.
- 22.9 Customer shall be responsible to de-install all add-ons and/or accessories from the Product/Equipment before providing the same to OneAssist for services, maintain backup copy of all software and data, restore software and data on the unit after repair.
- 22.10 Customer shall register all complaints/requests for services only through official OneAssist Call Center or through One Assist Mobile Application or OneAssist website.
- 22.11 Customer shall comply with all applicable laws, rules and regulations.
- 22.12 Customer shall indemnify us and hold harmless against any act of omission and commission and any consequences arising thereof and defend OneAssist from and against all claims, arising as a result of breach of this Plan Terms.
- 22.13 Customer agrees that it shall be its responsibility to be aware of the Plan Terms and the changes therein. Ignorance if any shall be the total responsibility of the Customer.
- 22.14 The Customer understands that the services have been reported on his/her registered name and name change in any circumstances is not permitted.
- 22.15 Customer shall not assign any right or interest or delegate any obligation arising herein to any person without OneAssist's prior written consent.
- 22.16 The Customer is solely responsible for any unauthorized transfer/change in ownership of the Product/Equipment.
- 22.17 Customer shall return the standby/loan spare parts, if any provided by OneAssist on or before OneAssist returning the original set/Spares to the Customer.

- 22.18 For services to be provided by OneAssist for repair, Customer shall forthwith make payments towards cash receipt or invoice raised by OneAssist or its Authorized representative.
- 22.19 Our technicians do not carry ladders. If required, a ladder has to be provided by the customer.
- 22.20 You acknowledge and confirm that You are aware of the nature of telecommunications/ internet services and that an email transmission may not be received properly and may be read or be known to any unauthorized persons. You agree to assume and bear all the risks involved in respect of such errors and misunderstandings and OneAssist or OneAssist shall not be responsible in any manner.
- 22.21 OneAssist reserve the right to change, extend, amend and/or withdraw any of these terms & conditions anytime without prior notice.
- 22.22 NON-ACTIVATION & NON-FULFILMENT of ANY of the above conditions may result in the plan being considered as void and all requests made against plan are liable to be rejected without any refund.

### **23. SERVICE REQUEST PROCESS**

- 23.1 You should log in your service request by using the OneAssist website/Android and iOS Mobile Application.
- a. You should fill in the required details detailing the issue that you are facing. Please note that you should provide complete and accurate information describing the issue faced.
  - b. Depending upon your product and/or the nature of issue faced by you, you may be asked to follow some trouble shooting steps before registering a service request. Please follow the troubleshooting steps before registering the request.
- 23.2 Breakdown. Please note that you should provide complete and accurate information, applicable documents, descriptions describing the breakdown.
- 23.3 Depending upon your product and/or the nature of issue faced by you, you may be asked to follow some trouble shooting steps before registering a service request. Please follow the troubleshooting steps before registering the request.
- 23.4 For functional breakdown, OneAssist authorized service partner /technician will visit you as per the scheduled time and carry out the repairs.

### **24. MISCELLANEOUS**

- 24.1 The marketing brochures are meant purely for educating customers about the features and terms of Plan and they have no commercial agreement.
- 24.2 This Plan Terms & Conditions is the complete and exclusive agreement between OneAssist Consumer Solutions Private Limited and registered Customer. Any statements or representations made by resellers, Service Partners or others that are inconsistent with this Plan shall not be binding upon us.