

IDEA PHONE SECURE OLD VERSION

Login)

TERMS AND CONDITIONS GOVERNING THE OFFER "IDEA PHONE SECURE"

1. These terms and conditions will constitute a binding contract between You and IDEA. These terms explain your consent and acceptance of obligations towards IDEA when You avail the Product and use the application or any related third party application, as the case may be.

a) IDEA Phone Secure is an application software providing Device Security Solutions through Shot Formats and is available for IDEA Active Postpaid Subscribers only;
b) The Product is brought by Shot Formats for interested Active Subscribers of IDEA and IDEA will not be responsible or liable with regard to any information (including personal information) that You share with Shot Formats or other third parties while using this Product. You agree to use the Product solely at your risk and consequences thereof.

c) An Active Subscriber of IDEA shall mean a Subscriber who uses IDEA Subscriber Identity Module ("SIM") on a regular basis; You hereby authorize IDEA to share your mobile number and related information with its partners so as to enable You to avail all the features of the Product. Your personal information will be stored and processed as mentioned herein and in accordance with IDEA Privacy Policy.

d) IDEA 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 Shot Formats for availing Idea Phone Secure. IDEA disclaims any liability or any responsibility in this behalf.

e) IDEA disclaims any Product liability, defect, non-performance or application / service-related issues related to the Product. All such issues or disputes will be directly settled between You and Shot Formats. No such complaint of request will be entertained by IDEA

f) For availing the Device Security Solution, You will have to abide by, consent and accept separate Terms & Conditions as stated by Shot Formats available on app, which are independent of these terms and conditions.

g) Upon successful registration, You will be charged Rs. 60/- per month or as per the applicable plan for the next 12 months as a subscription fee for availing the Product.

h) Device Security is linked to a unique combination of Your mobile number and the device that is in use during the time of registration. Your subscription on Device Security will end in case You change any one of them during the subscription period. In such a scenario, Your subscription will end and You will cease to avail the Product; You will accordingly be charged only for the current month for Device Security and no further. You can also choose to register afresh, with a new device or new mobile number or both (as the case may be) to start a new subscription of Device Security.

i) This service is exclusively available to active IDEA subscribers. Your subscription of Idea Phone Secure will end with the subscription of IDEA in all means, should You choose to unsubscribe from IDEA network before the completion of the 12 month subscription period of the Idea Phone Secure. In such a scenario, You will only have to settle the current month's charges of Device Security and no further.

J) In case of non-payment of charges toward IDEA monthly bills/recharges or Idea Phone Secure, Device Security will not be available as per barring/suspension norms of IDEA or both.

K) You acknowledge that from time to time, the availability of the application software may be limited due to maintenance, upgrade or other technical reasons as relevant.

L) Smartphone users acknowledge that they may from time to time receive upgraded versions of the application software, to which these terms and conditions will apply. Normal data charges as per Your network tariff plan will apply when downloading the updated application.

2. This Product is provided on an "as is- as available" basis and no guarantee, warranty or representation is made regarding the merchantability or fitness of the Product for any purpose. Further, no guarantee, warranty or representation is made as to the Product being error free or continuously available. Consequently, We shall not be liable for any claim regarding the availability (or lack thereof) of the Product 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 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 Product.

a) We may in our sole discretion amend these Terms and Conditions from time to time without any prior notice. Such change shall be notified on the website [Ideacellular.Com](http://www.ideacellular.com) (<http://www.ideacellular.com>) Your use of the Product after such notice of any change shall be deemed to be Your acceptance to such amended Terms and Conditions.

b) You agree that You will be responsible for any damages resulting from any violation of these Terms and Conditions to the fullest extent of the law. You further agree to indemnify and hold IDEA 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 Product.

c) 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.

3. Benefits of Idea Phone Secure - Device Security Solutions ("Product") are available to all postpaid customers for a handset less than 6 months old, purchased in India and in perfect working condition, as determined by the App. The subscription expires after the period of one year from the date of registration.

4. Customers on Idea Nirvana Plans (non nirvana 4.0) rental from 499 to 1999 will get Idea Phone Secure subscription free for first 4 months. After 4 months, monthly rental charging @Rs.60 will start and continue till the expiry of subscription.

5. Customers on Idea Nirvana Plans of 2999 will get Idea Phone Secure subscription free for 12 months. After 12 months, subscription will expire unless customer has registered new device in which case, chargeable subscription will start till the new subscription expiry.

6. 60/- per month X 12 months, i.e. Rs.720/- is the annual subscription fee for Idea Phone Secure. These charges will be added to your monthly bill, for a period of 12 months from registration. Idea Nirvana Plan customers will receive discount for a period of 4/12 months as per their plan.

7. Free subscription period will start only after the customer is on the eligible plans and successfully registers & subscribes for Device Security Solution on Idea Phone Secure App. Customers can download the Idea Phone Secure App from My Idea App/Google Play Store/ App Store.

8. Whenever customer claims for handset damage/theft, then he will be charged total subscription amount for remaining chargeable months immediately in the next bill and further monthly charging will discontinue.

9. In case customer changes his plan before expiry of free subscription period:

- a) In case of migration to plan with higher free period, the free period to increase.
- b) In case of migration to plan with lower free period, the free period to decrease.
- c) In case of migration to any plan with no free subscription, charging to start immediately.

10. In case customer changes his plan after expiry of free subscription period:

- a) In case of migration to plan with higher free period, the free period to increase.
- b) In case of migration to any plan with same/lower/no free subscription period, charging to continue.

11. In case of plan change, customer will receive notification about change in subscription charges.
12. In case customer's Idea connection gets Permanently Disconnected for any reason, subscription will discontinue immediately. In case the customer's Idea Connections get temporarily suspended due to any reason, customer will be granted grace period of 15 days for connection revival. If the connection is not revived within 15 days, then the subscription will be discontinued.
13. In case customer changes his handset and registers a new device for Idea Phone Secure, then subscription period will be restarted but charging would remain free only for the remaining months as listed in plan. However, if the customer has claimed insurance on old device even once, then for new device subscription will start with monthly fees @Rs.60 for 12 months without any discount period.
14. For handset protection, the sum insured will be equipment value as mentioned in the purchase invoice or declared value by insured, whichever is lower subject to maximum of INR 50000.
15. During the subscription period, customer can raise maximum 2 claims, however, the balance amount left after the first claim, will be used for coverage amount of second claim.
16. The details provided by the customer at the time of registration will be treated as final and at the time of claim, the documents should match the declared details for successful processing of claim. In case of any mismatch the claim will not be processed.
17. Idea Phone Secure is a third party application brought to you by Shotformats Digital Productions Pvt. Ltd. ("Shotformats"). Idea Cellular Limited (ICL) (Idea) are only distributing the Product and will not be responsible or liable with regard to any information (including personal information) that customer shares with Shotformats or other third parties while using this Product.
18. Idea has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that customer may have to share independently with Shotformats for availing Idea Phone Secure - Device Security Solution.

19. For detailed terms and conditions governing the use of Idea Phone Secure Application Software, please refer to the Idea Phone Secure App.

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