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IPHONE OFFER

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TERMS AND CONDITIONS GOVERNING THE OFFER "IDEA PHONE SECURE (IPS) Version 2.0"

- a). Idea Phone Secure 2.0 is launched on 27th November 2018 effective 00:00 Hrs. Below T&C's shall apply on any customer activating the Idea Phone Secure Service on or after this date. For the customers who have activated Idea Phone Secure service before this date the old Idea Phone Secure Policy and T&C shall apply. Refer the website for Idea Phone Secure old version T&C.
- b) .These terms and conditions will constitute a binding contract between you and Idea. These terms explain your obligations towards Idea when you avail the Product and use the application or any related third party application, as the case may be.
 - 2.1. 1.These terms and conditions will constitute a binding contract between you and VIL. These terms explain your obligations towards VIL when you avail the Product and use the application or any related third party application, as the case may be.
 - 2.2. 2.Idea Phone Secure is an application software providing Smartphone Protection through Shot Formats and is available exclusively for Active VIL Subscribers of Idea

 Brand only:
 - 2.3. 3.The Product is a third party service, brought to you by Shot Formats. VIL is only distributing the Product among interested Active Subscribers of VIL and 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. Please refer to www.idea.dsspro.in for detailed terms and conditions regarding the Product.
 - 2.4. 4.An Active Subscriber of VIL shall mean a Subscriber who uses Idea Subscriber Identity Module ("SIM") on a regular basis; you hereby authorize VIL to share your mobile number & information related to the requirement of this service and acceptance of this terms & condition act as your consent, 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 which is available at https://www.ideacellular.com/privacy-policy
 - 2.5. 5.Benefits of Idea Phone Secure Idea Phone Secure Device Security offers protection from:
 - 2.5.1. Accidental Damage Physical or Liquid
 - 2.5.2. Virus, Malwares and Trojans

Also provides extended warranty i.e. after completion of manufacturer's warranty period of 1 year, Idea Phone Secure will provide extended warranty for the remaining / balance period of the subscription period.

- 6. Eligible customers would need to download the Idea Phone Secure device security App & register their device to obtain the Idea Phone Secure device security certificate.

 7. Product is available free of cost for one year to Active Subscribers availing the Nirvana 499 rental and above plans, for a handset import/manufacture date less than 24 months old as on the date of claim. For Active Subscribers who are not under the Nirvana 499 rental and above Plans, fixed amount will be charged on monthly basis for subscribing the Product. The handset must be purchased from an authorized seller in India and in perfect working condition at the time of registration for Idea Phone Secure. The subscription expires after the period of one year.
- 8.Idea Phone Secure is a third party application brought to you by Shotformats Digital Productions Pvt. Ltd. ("Shotformats"). VIL is only distributing the Product and will not be responsible or liable in any manner for any loss or damage suffered by you while using Idea Phone Secure.
- 9. 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 Shotformats for availing Idea Phone Secure Smartphone Protection.
- 10.VIL is distributing the Product only and shall not be responsible for any Product liability, settlement of claims, defect, non-performance or application / service-related issues related to the Product. All such issues or disputes or settlement of claims will be directly settled between you and Shotformats. No such complaint of request will be entertained by VIL.
- 11.For availing benefits of this offer (including settlement of claims) you shall have to agree to separate terms and conditions of Shotformats which are independent of these terms and conditions. For detailed terms and conditions governing the use of Idea Phone Secure Application Software and claims thereunder, please refer to the Idea Phone Secure App and also available at Idea.Dsspro.In (Http://Www.Idea.Dsspro.In)
- 12. 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 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.
- 13. This service is exclusively available to Active Subscribers. Your subscription of Device Security will end as soon as you move out of specified plan or from the services of VIL, should you choose to unsubscribe from the plan or move out of VIL before the completion of the 12 months subscription period of the Smartphone Protection. In such a scenario, you will only have to settle the current month's charges of Device Security and no further (applicable only when the subscription is offered on chargeable basis).
- 14.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.,
 Device Security will remain active in your account for a period of 60 days from the date of such suspension and you will be charged for the service (in case of paid subscription).
 If VIL service is not restored in 30 days, your Device Security subscription will be deactivated permanently and you will cease to avail the Product. Deactivated subscription of
 Device Security may be restarted only by way of fresh registration after VIL services have been restored on the device.
- 15.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 Idea postpaid to Idea prepaid connection etc., Device Security subscription will deactivate immediately on the date of deactivation of SIM Card and you will cease to avail the Device Security services on immediate basis.
- 10 .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.

 11.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.
- 12. 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, VIL 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.
- 13.VIL 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 www.vodafoneidea.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,

14. 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.

15. 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.

16.VIL may with or without cause immediately terminate these Terms or terminate the Product at any time for any reason without notice, and deny you access to any Services in its sole discretion

0.1. c)Free Subscription Period:

Free Subscription will vary basis customers plan and current IPS subscription. Below are the details:

1.New Nirvana 4.0 Plans:-

Customers on new Nirvana plans with 499 and above rental (plan codes mentioned below) 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.

Plan Codes with Free Idea Phone Secure subscription for 12 months:

NAT_BP_200173	Nirvana 499	
NAT_BP_200175	Nirvana 999	
NAT_BP_200176	Nirvana 1299	

2.Old Nirvana Plans with either 4mths or 12 months free Idea Phone Secure (IPS) subscription bundled:-

Plans applicable:

Plan Code	IPS Free Period	Plan Name new	
NAT_BP_200067	4M	Nirvana 499 OLD	
NAT_BP_200068	4M	Nirvana 649 OLD	
NAT_BP_200069	4M	Nirvana 999 OLD	
NAT_BP_200072	4M	Nirvana 1299 OLD	
NAT_BP_200073	4M	Nirvana 1699 OLD	
NAT_BP_200074	4M	Nirvana 1999 OLD	
NAT_BP_200075	12M	Nirvana 2999 OLD	
NAT_BP_200080	4M	Nirvana 799	
NAT_BP_200082	4M	Nirvana 1199	
NAT_BP_200094	4M	Nirvana Enterprise Child Plan 3	
NAT_BP_200095	4M	Nirvana Enterprise Child Plan 4	

-IPS subscription Active: If IPS is already subscribed then the subscription shall continue as per the current T&C's until expiry.

-IPS subscription not Active till the Launch of new IPS: If IPS is not yet subscribed and customer is opting for subscription after the launch of new IPS then the new T&C's and policy shall apply and customer will get 12 months free IPS subscription.

- 0.1. d)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
- 0.2. e)Subscription Charges:
 - 0.2.1. 1.60/- per month, 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.
 - ${\it 0.2.2.\,2.} There \ are \ monthly, \ quarterly, \ bi-yearly \ and \ yearly \ payment \ options \ available.$
- 0.3. f) If you are on Nirvana Peace of Mind Plan, then you will get free subscription period as per plan eligibility. Free subscription and its validity varies depending upon the Nirvana plan rental. Pls refer the above section for Free Subscription period.
- 0.4. g) Plan Change Scenario's:
 - 0.4.1. 1.In case customer changes his plan and he has not vet raised the claim:

Customer migrates from Old Nirvana (4mths/12mths) to New Nirvana 499 and above plans: The existing subscription will continue as per the free period of the old Nirvana plan (4mts/12mths) and after the free period Rs. 60/mth will be charged. Communication regarding this will be sent to customer via SMS and App Pop-up message.

Customer migrates from Old Nirvana (4mths/12mths) to any plan where there is no free IPS subscription: The existing subscription will continue and will become chargeable at the rate of Rs. 60/mth, Communication regarding this will be sent to customer via SMS.

Customer is on IPS paid subscription (old) and migrates his plan to New Nirvana 499 and above plans: The existing chargeable subscription will continue as is. Communication regarding this will be sent to customer via SMS and App Pop-up message.

Customer is on IPS paid subscription (old) and migrates to any plan where there is no free IPS subscription: The existing subscription will continue as is till the expiry.

Customer is on New Nirvana 499 and above plan with the free 12 months new IPS subscription and migrates to any other new Nirvana plan above 499 rental: Customers current 12mths subscription will continue till expiry.

Customer is on New Nirvana 499 and above plan with the free 12 months new IPS subscription and migrates to any plan where there is no free IPS subscription: Customers current subscription will be deactivated. Communication regarding this will be sent to customer via SMS.

Customer is on IPS paid subscription (new) and migrates his plan to New Nirvana 499 and above plans: Customers current IPS subscription will now become free till the time customer is on the Nirvana 499 and above plans.

Customer is on IPS paid subscription (new) and migrates to any plan where there is no free IPS subscription: The existing subscription will continue as is till the expiry.

- 0.1. h) In case of paid subscription, whenever customer claims for handset damage then he will be charged total subscription amount for remaining chargeable months immediately in the next bill and further monthly charging will discontinue.
- 0.2. i) In case you buy a new handset or change your handset your previous subscription will be discontinued, you need to register the new device for Idea Phone Secure. Your subscription period will be restarted but charging would remain free only for the remaining months as listed in plan. However, if you would have 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. Note: After the launch of new version of IPS any subscription taken will be on the new policy and new T&C. You can secure a device of any value. However, Idea Phone Secure provides a maximum cover of Rs. 35,000/- subject to the depreciated value of phone at the time of claim.
- 0.3. j) Customer contribution at the time of claim Rs. 500 or 10% of claim value (whichever is higher)
- 0.1. k) Customer can raise maximum 2 claims during your membership tenure as per the Terms & Condition of the plan, provided your 1st claim is not a total loss or BER (Beyond Economic Repair) claim. 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.
- 0.2. I) 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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