

Product Terms & Conditions

Terms & Conditions for Your 'CPP FoneSafe - Classic' Membership

Tier	Equipment (Mobile Phone or Tablet or Laptop) Price Range (in Rs.)	Membership Fee (in Rs. inclusive of taxes)
Tier 1	Rs. 6000 to Rs.12000	Rs.1349
Tier 2	Rs.12000 to Rs.20000	Rs.1699
Tier 3	Rs.20000 to Rs.30000	Rs.2249
Tier 4	Rs.30000 to Rs.40000	Rs.2899
Tier 5	Rs.40000 and above	Rs.3399

Please read this document carefully. It sets out the information and terms and conditions of Your contract with CPP for the 'CPP FoneSafe - Classic' Membership services.

Please read this document carefully and keep it in a safe place

Definitions

Where the following words are used in these terms and conditions, they will have the meanings shown below:

Abroad – In a country other than India.

Agreement – These terms and conditions of the FoneSafe Classic services and any subsequent changes thereto.

CPP - CPP Assistance Services Private Limited, whose corporate office address is at Ground Floor Wing A, Golf View Corporate Tower-A, Golf Course Road, Sector 42, Gurgaon – 122002, Haryana and registered office is at A-370, Second Floor, Kalkaji, New Delhi – 110019.

Equipment – Your Mobile Phone or Tablet (including iPad) or Laptop purchased by You

Equipment Damage – Damage (accidental or liquid damage) of Your Equipment.

EROS Now – Eros International Ltd. and (or) Eros International Plc.

F-Secure – F-Secure Corporation and (or) F-Secure Private Limited.

F-Secure SAFE - A comprehensive security solution relating to Your mobile phone or tablet (including iPad), which is owned and provided by F-Secure.

Fee – Means the amount inclusive of applicable taxes (as shown in table above) that You pay towards: (a) the Incorporation Fee, as the case may be; and (b) the Service Fee, when You purchase Your Membership. CPP reserves the right to revise its Fee at any point of time.

Home – The place where You permanently reside; which You have given Us as Your address while registering for the Membership

Incorporation Fee – A part of the total Fee, i.e., an amount of Rs. 500, inclusive of all applicable taxes, that You pay for incorporation of your Membership with CPP.

Member – The person who has purchased and who has called CPP to register for the Membership.

Membership - Your right to use the Service for year for which You pay the Fee, subject to these Terms & Conditions or as agreed with You from time to time.

Mobile Phone – Your mobile or cellular phone

SIM Card – Means the Subscriber Identity Module card.

Period of Agreement –The twelve (12) month period from the Start Date.

Start Date – The start date for Your Membership once You register with Us.

Service – Shall have the meaning given to it in paragraph A below.

Service Fee – A part of the total Fee, other than Incorporation Fee, that You pay for availing the Services.

We, Us, Our – CPP.

Welcome Pack -Means the pack You get or We send to You when You have purchased the Service containing these terms and conditions and other information relevant to the Service.

Year – A period of twelve (12) consecutive months.

You, Your – The Member.

ZDCL - Zee Digital Convergence Limited.

CPP FoneSafe Classic service is provided by CPP Assistance Services Private Limited, whose corporate office address is Ground Floor Wing A, Golf View Corporate Tower-A, Golf Course Road, Sector 42, Gurgaon – 122002, Haryana in conjunction with its third party suppliers/service providers.

Should You have any queries about these terms and conditions or Your Membership, You can contact Us by email at feedback@cppindia.com or by telephoning Us on 1860-258-3030 (between 11 am – 9pm, Monday – Sunday). You can also write to Us at the following address:

CPP Assistance Services (Pvt) Ltd
P O Box No 826,
Kalkaji Post Office,
New Delhi – 110019

A. Assistance Services:

A1: F-Secure SAFE (Applicable for Mobile Phone or Tablet only)

You will be offered a comprehensive internet security solution for Your Equipment (mobile phone or tablet including iPad), powered and owned by F-Secure, who is a third party supplier/service provider and will provide the benefits as mentioned below. F-Secure SAFE key will be provided to You through physical pack sent to Your Home or through text message (SMS) to Your mobile number as provided by You.

What is provided?

F-Secure SAFE protects Your Equipment and digital content there in with the features which include:

Safeguard Data: F-Secure SAFE provides the following features which ensure the safety of Your data in the Equipment:

- i. Remote lock - Allows the Equipment to be remotely locked through a secure website so that strangers cannot access personal information.
- ii. Remote wipe - Allows erasing of information on the Equipment, so that information cannot be used for fraudulent purposes.
- iii. Contacts back-up and restore – Allows saving of contacts from Equipment so they can be easily restored as and when required.

Safeguard Phone: F-Secure provides the following features which protect Your Equipment:

- i. Call and text blocker - Allows blocking of calls and text messages from specific phone numbers.
- ii. SIM Card lock – Instantly locks the phone in case the SIM Card is removed, thus preventing usage of Your Equipment using another SIM Card.

Tracking and Recovery: F-Secure provides the following features which help in tracking and recovery of Your lost / stolen Equipment:

- i. Remote locate - Shows where the device is on a map.
- ii. Scream alarm - Allows activation of a scream alarm to locate the Equipment

Threat Protection: F-Secure provides the following features which protect Your Equipment from threats:

- i. Virus and Malware protection – detects and removes viruses and other internet based threats without affecting Equipment performance.
- ii. Download protection – automatically scans downloaded applications and application updates for threats and removes them.
- iii. Automatic SD Card scan – allows automatic scanning of SD cards for threats when they are plugged into the Equipment.

For deriving benefit from the F-Secure SAFE, You must adhere to the following specific terms and conditions:

- i. You are governed by and must comply with the specific License Agreement and terms and conditions (EULA) of F-Secure as applicable to You.
- ii. The supported platforms for Mobile/Tab are Android 4.0 or later, iOS 8 or later & Windows Phone 8.
- iii. You must download the F-Secure SAFE application on Your Mobile/Tab and provide the information required to install and run the F-Secure application on Your device.
- iv. F-Secure SAFE is provided by F-Secure and F-Secure may at its discretion, add, modify or remove the product features during the Agreement Period for which We cannot be held liable in any manner

A2: DITTO TV Subscription

As part of this benefit, You will be provided with subscription of DITTO TV, India's first ever linear OTT TV platform offered by ZDCL, with which You can watch Live TV, anytime, anywhere (and in offline mode too).

For deriving this benefit, You are provided with a unique DITTO TV redemption code in the Pack and You are governed by and must adhere to the following specific terms and conditions:

- This subscription is issued and governed by the terms & conditions of ZDCL, as may be amended from time to time. For detailed terms & conditions, please visit www.dittotv.com/policy.
- The redemption code is valid for a period of 3 months from the date of purchase of Membership.
- This offer is not an instrument for payment and shall be used only for the purpose of availing services of Ditto TV on the supported devices. For details please visit www.dittotv.com
- Internet service charges applicable as per the plan availed by You from Your telecom service provider shall be applicable while accessing Ditto TV.
- Content available on Ditto TV shall be subject to change at the discretion of ZDCL at any time.
- Please write to support@dittotv.com for further details or enquiries.

Our role in relation to DITTO TV subscription shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from its use.

A3. Movie Subscription

As part of this benefit, You will be provided with premium subscription pack offered by Eros Now which will enable You to watch unlimited movies and shows, and access music (which are part of the movies, shows and music library of Eros Now). **You will have to call CPP's call-centre to place a request to avail this benefit**

For deriving this benefit, You are governed by and must adhere to the following specific terms and conditions:

- This subscription is issued and governed by the terms & conditions of Eros Now, as may be amended from time to time. For detailed terms & conditions, please visit <http://www.erosnow.com/#!/termsfuse>
- This offer is not an instrument for payment and shall be used only for the purpose of availing Eros Now premium subscription on the supported devices. For details please visit http://www.erosnow.com/#!/getting_started
- Internet service charges applicable as per the plan availed by You from Your telecom service provider shall be applicable while accessing Eros Now subscription.
- Content available on Eros Now premium subscription shall be subject to change at the discretion of Eros Now at any time.
- Please contact Eros Now at <http://www.erosnow.com/#!/contact> for further details or enquiries regarding Your subscription.

Our role in relation to Eros Now subscription shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from its use

A4: Replacement Mobile Phone Service

If Your Mobile Phone is lost or stolen, and You report this loss to Us and if You request Us to provide You with an alternate replacement mobile phone, We will provide You a replacement mobile phone for Your interim use, at no extra charge, for a maximum period of seven (7) days after which it will have to be returned to Us. We reserve the right to issue the replacement mobile phone to You after checking the authenticity of Your request and based on availability of mobile phones. The replacement mobile phone will be delivered to Your address within twenty-four (24) hours of Your reporting the loss of Your Equipment to Us. The replacement mobile phone will be a smartphone in good working condition and You will be allowed to save and download Your contacts, data and content on the replacement mobile phone. The replacement mobile phone can be used for period up to seven (7) days. Once You have finished using the replacement mobile phone or after a period of seven (7) days from the date of providing the replacement mobile phone, whichever is earlier, We will get the replacement mobile phone collected from You. For providing this service feature, We will tie-up with a courier/fulfilment agency that will deliver to and collect the replacement mobile phone from You.

Currently, the replacement mobile phone service is provided in Ahmedabad, Bangalore, Baroda, Bhopal, Calicut, Chandigarh, Chennai, Cochin, Coimbatore, Delhi, Faridabad, Ghaziabad, Gurgaon, Hyderabad, Indore, Jaipur, Jalandhar, Kolkata, Lucknow, Ludhiana, Madurai, Mangalore, Mumbai, Mysore, Nagpur, Nasik, Pondicherry, Pune, Ranchi, Salem, Surat, Trichy, Vishakhapatnam, Vijayawada

You agree to maintain the replacement mobile phone provided to You in good working condition at all times. In the event You damage or do not return the replacement mobile phone within the stipulated period as mentioned above, notwithstanding any other action that We are entitled to take, steps will be taken to recover the replacement mobile phone or damages equivalent to the replacement cost of a new similar phone from You, the costs of which recovery may be added to the phone or recoverable cost from You.

The replacement mobile phone will, at all times, be Our sole property, and We shall retain ownership of the replacement mobile phone at all times. The provision of the replacement mobile phone to You by Us is in the nature of bailment for all purposes under law.

You shall be responsible to ensure that Your personal contacts, data and content on the replacement mobile phone are deleted before the phone is collected from You. You cannot hold Us liable in any manner if there is any misuse of Your personal data left by You on the replacement mobile phone.

Please note this service is not available for loss of Your Tablet (including iPads) and Laptops.

A5: Loss Reporting Service - SIM Blocking

If You lose Your Equipment, We will help You with the notifications that You need to make to block Your SIM Card.

A6: Identifier (IMEI) and SIM Registration Service

If You register Your Equipment IMEI number and SIM Card number with Us, We will hold them safe should You ever need these details.

A7: Lost PAN Card Replacement Service

Should You lose Your PAN card, We will help You obtain a replacement PAN card free of cost. We will liaise with You to send Us the necessary documents required for this to facilitate in replacement of Your PAN card.

B: General conditions

Please read this section carefully as it contains important information.

Eligibility

The Service is only available to residents of India who are over the age of eighteen (18) years **Term of Membership**

- 1) CPP FoneSafe Classic Membership is valid only if it is purchased within fifteen (15) days of purchase of new Equipment
- 2) Membership is available to the person whose name appears in the Welcome Pack only and is non-transferable.
- 3) You must provide Us with full and accurate information in connection with Your request for the FoneSafe Classic services.
- 4) Your Membership begins on the Start Date and continues for the period of 12 months in return for payment of the Fee.
- 5) Advance payment of the Fees is the essence of the commencement of Our Agreement with You. CPP shall have the right to cancel Your Membership without any notice to You if you fail to pay Your CPP FoneSafe - Classic Membership Fees or Your Membership Fee is not collected by Us for any reason.
- 6) You must report the Equipment Damage to Us **by telephone / email** within twenty-four (24) hours of discovering the Damage.
- 7) In case of Mobile Phone or Tablet, You must install the F-Secure SAFE on Your Equipment and must have a working data connection. In addition to compliance with the terms and conditions specified herein, You must comply with the specific License Agreement and terms and conditions of F-Secure for use of F-Secure SAFE. They are available for review at www.f-secure.com It is hereby clarified that F-Secure SAFE is the property of F-Secure and F-Secure will always remain responsible and liable for any services / claims arising from the use of F-Secure SAFE by You.
- 8) Any change or new addition to Your Service shall be intimated to You at least forty five (45) days in advance and such change shall become applicable to You from the date of such intimation. However, it is clarified that at F-Secure's discretion, the product (F-Secure SAFE and F-Secure Internet Security) features may be added, modified, or removed during the Period of Agreement.
- 9) The replacement mobile phone service as specified in section A3 above will be provided only in select cities in India where this service is available..
- 10) You will return the replacement mobile phone to Us as specified in Section A3 above.

Limitations

- 1) Every effort will be made to provide You with the services in line with the terms and conditions set out in sections A3 of this Agreement. However, there may be times when it will not be possible to arrange for this services due to events or conditions that are out of our control (i.e. political instability, regularity restrictions, war or natural disaster) or due to other reasons specified in Section A3 (for replacement mobile phone service), and for which We cannot be held liable. Note that services under section A3 of this Agreement will not be available Abroad.
- 2) It is hereby clarified that F-Secure SAFE is the property of F-Secure and F-Secure will always remain responsible and liable for any services / claims arising from their use by You. You are governed by and must comply with the specific License Agreement and terms and conditions (EULA) of F-Secure as applicable to You. Our role in relation to distribution of F-Secure SAFE to You shall be limited to that of a

mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from the use of F-Secure SAFE.

- 3) It is hereby clarified that DITTO TV subscription is the property of ZDCL and ZDCL will always remain responsible and liable for any services / claims arising from the use of DITTO TV subscription by You. This subscription is issued and governed by the terms & conditions of ZDCL, as may be amended from time to time. For detailed terms & conditions, please visit www.dittotv.com/policy. Our role in relation to distribution of DITTOVO TV subscription to You shall be limited to that of a mere facilitator, and We shall not in any manner be liable to You for any loss, damage or compensation in relation to or arising from the use of DITTO TV subscription.
- 4) We cannot be held responsible for any loss, damage or fraud (direct or indirect) which might occur to You due to wrong submission of any information to Us by You or if are unable to provide the Services to You for reasons beyond Our control or even after reasonable efforts made by Us.

Payment

- 1) You must pay the Fee to Us on or before the date it is due for Your Membership.
- 2) CPP reserves the right to revise its Fee at any point of time but it will not change for Your existing Membership.

Cancelling Your Membership

- 1) You have a right to cancel Your Membership at any time during the period of agreement. If You exercise this right to cancel then Your Membership will be cancelled immediately and any payment of Membership Fees made by You will be refunded to You.

The refund of Membership Fee will be as per the following refund grid:

Within 30 days:	Rs. 100 will be deducted and balance membership fees will be refunded
After 30 days:	NIL refund of membership fees

No refund of Fee shall be due on cancellation under any circumstances if You have used any of the features of the Service **or** if the cancellation notice is provided after thirty (30) days from the Start Date.

- 2) We will cancel Your Membership on written notice to You if:
 - a) We do not receive advance payment of the Fee from You on or before the date it is due; and/or
 - b) You damage or do not return the replacement mobile phone provided to You within the stipulated period; and/or
 - c) You have at any time:
 - i. given Us false or materially incomplete information in relation to Your Membership; or
 - ii. committed a material breach of the terms and conditions of Your Membership.

Governing law and Jurisdiction

These terms and conditions are governed by and must be interpreted in line with the laws of the Republic of India.

You and We agree that all the disputes/differences arising out of or in relation to this Agreement shall be referred to the exclusive jurisdiction of and settled only by the courts in Delhi. You and We agree that terms and all other communications will be issued in English.

Complaints

If at any time You want to tell Us about a problem with Your Membership please call Us on 1860-258-3030 (between 11 am – 9pm, Monday – Sunday) or You can write to the Complaints Manager at:

CPP Assistance Services (Pvt) Ltd

P O Box No 826,

Kalkaji Post Office,
New Delhi - 110019

We will do Our best to answer Your query within five (5) working days. If We cannot reply to Your complaint by then, We will send You an acknowledgement letter to keep You informed of progress.

If any issue which remains unresolved or unanswered for more than five (5) working days, You may escalate the matter to escalations@cppindia.com

We assure You to revert to Your query within forty eight (48) hours of receipt of Your query.

Recording calls

We record all telephone calls made to Us. We do this to:

- provide a record of the instructions We have received from You;
- allow Us to monitor quality standards;
- help Us with staff training; and
- meet legal requirements.

All communications and Membership documents will be in English unless otherwise agreed.

Your consent

By entering into this Agreement You hereby expressly accord Your consent and authorize us to collect all the required data/information including any sensitive personal data or information from You under this Agreement. Prior to providing any information, You have an option not to provide the data or information sought under this Agreement by sending to us a written notice to that effect.

By entering into this Agreement, You hereby expressly accord Your consent that for the better performance of this Agreement We may transfer Your data/information to any city within India or to a country outside India as mentioned herein. If We do transfer Your data within or outside India, We will make the appropriate checks to ensure that Your data is adequately protected.

Remember that upon request, You have a right to see and review all the personal information We hold about You and if found to be inaccurate or deficient shall be corrected or amended as feasible. If You would like to request this, please contact Our Customer Services Team on 6000 4000. Please note that there will be a separate administration charge for the provision of this information. Please note that We will not be responsible for the authenticity of the information provided by You to us as required under this Agreement.

You have the right to withdraw the consent earlier provided by You with respect to providing Your data/information sought by us anytime while availing the Services. Such withdrawal of the consent shall be intimated in writing to us. However, in the event that You decide not to provide the data/Information sought by us or withdraw the consent earlier given by You, then We retain the right to not provide the services for which such data/information was sought.

Data Protection Notice

We will use the information You provide to:

- manage Your Membership;
- collect Fees when due; and
- provide the Service to You.

We will collect the Fee from the card/ bank account that You have informed Us is the Pay Card / Pay Account.

If You use a Pay Card to pay for the Service, We may ask the issuer of that card to tell Us about changes in Your address and other personal and financial details so that We can update Your records. This may include, but is not

limited to, asking for new card or account numbers and for information about changes to any of Your personal contact details (e.g. phone or fax numbers, or e-mail addresses).

We may pass Your personal information to Our approved suppliers/service providers, including Our group companies, for the purpose of sending correspondence to You and providing some of the features of the Service to You. They may contact You by post, landline telephone or, if You have previously agreed, by email or mobile phone. By taking out Your Membership and by giving Us Your address, phone number and email address, You agree that We and Our approved suppliers/service providers may contact You using these methods, unless You have told Us not to. If You do not want Your details to be used for these purposes, please let Us know in writing at any time.

How We protect Your data

We take data security very seriously and go to great lengths to ensure that Your information is protected against unauthorised use of any kind. We have appropriate measures in place to safeguard the data We hold. Our Information Security Systems have been verified by accreditation in the form of Our PCI-DSS certificate for Information Security Management.

Our suppliers/service providers are vetted to ensure they comply with the necessary data protection protocol before they are approved.

We are continually reviewing and updating Our security procedures as new technologies become available. All areas of Our website where personal information is collected are secure and will display the 'padlock' symbol for reassurance. Where information is transferred it shall be encrypted using the latest encryption technology commercially available.

Please refer to Our data privacy policy on Our website www.cppindia.com for more details.

Who We may pass Your details to and how they would be used

Updating Your records

We may ask Your Issuer / bank to tell Us about changes in Your contact details / details specifically related to the Services (subject to any disclosure contract in this regard that You may have with the Issuer) so We can update Your Membership records.

Providing the Service

When You take the Membership, We pass Your personal details to Our approved suppliers/service providers to provide some of the services described in Section A. We will only pass to them the minimum amount of information required for them to be able to identify You, should You need these services. Our suppliers will pass Your information (such as Your name, contact details, etc.) to third parties to enable them to assist You only in instances when You require help from them.

We may pass Your personal information to Our approved fulfilment and courier vendors so that We can send correspondence to You and provide some of the features of the Service to You.

Marketing and Market Research

To avoid contacting You unnecessarily about products or services You may already have, We will compare Your details with information on prospect files prepared by Our business partners. When We do this We may need to tell Our business partners/third party suppliers/service providers that You have subscribed for the Service or hold a product with Us and disclose enough personal data to allow Our business partners/third party suppliers/service providers to identify You on these files.

We and Our approved suppliers/service providers may also use Your personal information to contact You about goods and services that might interest You or invite You to take part in market research surveys. You may be contacted either by post, phone or e-mail for these purposes. If You would prefer this not to happen, please let Us know when You register, or call Us at any time if You change Your mind.

Grievance regarding Data Protection issues

If at any time You want to tell Us about a problem, discrepancy or grievance regarding Your personal data/information/details or the processing thereof, please call Our designated grievance officer Ms. Prachala Singh on 1860-258-3030 (between 11 am – 9pm, Monday – Sunday) or You can also write to Our grievance officer at:

CPP Assistance Services (Pvt) Ltd
P O Box No 826,
Kalkaji Post Office,
New Delhi – 110019

Our grievance officer will do his best to expeditiously redress any issues/grievance that You may have within a period of thirty (30) days from the date of receiving Your grievance.