Agreement and Terms & Conditions for Your Card Protection Membership

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

CPP Card Protection Membership	Coverage	Fee (In INR)
Classic	Single Member	1649
Premium	Member & Spouse	2049
Platinum	Member, Spouse & Parents	2599

Please read this document carefully. It sets out terms and conditions of Your Agreement with CPP Assistance Services Private Limited for the Card Protection Service.

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 CPP Card Protection Service product and any changes thereto.

Card – Your credit, debit, prepaid, cash and other similar cards.

Card Loss – Loss by You or theft from You of a Card.

CPP - CPP Assistance Services Private Limited, whose corporate office address is at 114-117, Bestech Chambers, B-Block, Sushant Lok-I, Gurgaon – 122002, Haryana India and registered office is at A-370, 2nd Floor, Kalkaji, New Delhi – 110019.

Credit Health Report (CHR) – Report in a specified format provided by Credit Mantri relating to Your credit and financial information inter-alia containing detailed analysis of Your current Credit Score and its history.

CreditMantri - CreditMantri Finserve Private Limited

Credit Score – Creditworthiness score provided by Credit Information Companies like Experian, etc. in accordance with Credit Information Companies (Regulation) Act, 2005 read with the rules and regulations made thereunder ("CIC Law")

Experian - Experian Limited (a company registered in England and Wales, with number 0653331)

Family – Family to include Spouse and Parents, specifically named by the Member, entitled to use the Service (applicable only in case of Platinum Membership)

Fee – Means the total amount as mentioned in the table above, inclusive of all applicable taxes, that You pay towards: (a) the Incorporation or Renewal Fees, as the case may be; and (b) the Service Fees, when You purchase or renew Your Membership. Membership which is shown in Your Welcome Pack or as agreed with You from time to time. CPP reserves the right to revise its Fee at any point of time.

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

F-Secure Internet Security - A comprehensive internet security solution relating to Your computer (desktop or laptop), which is owned and provided by F-Secure.

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

Incorporation or Renewal Fee – 40% of the total Fees inclusive of all applicable taxes, that You pay for incorporation or renewal of your Membership, as the case may be, with CPP.

India Assistance – India Roadside Assistance Private Limited

Issuer – The issuers of the Cards.

Joint Member – Joint Member to include Spouse, specifically named by the Member, entitled to use the Service (applicable only in case of Premium Membership)

MakeMyTrip - MakeMyTrip (India) Private Limited.

Member – The person who has purchased and is entitled to use the Service whose name appears in the Welcome Pack.

Membership – Your right to use the Service for each year for which You pay the Fee as per the Agreement.

Pay Card/ Pay Account - The card or bank account from which the Fee will be collected.

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

Renewal Date – The renewal date for Your Membership which is shown in Your Welcome Pack or which We agree with You from time to time.

Roadside Assistance – Means the services, which will be provided to You by India Assistance in relation to the breakdown of Your Registered Vehicle.

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

Service Fee – Balance of the total Fee (other than Incorporation or Renewal Fee) that You pay for availing the Services.

Start Date – The start date for Your Membership shown in Your Welcome Pack which We send to You.

We, us, our - CPP.

Welcome Pack - means the pack We send to You when You have purchased (or renewed) the Membership for the Services containing these terms and conditions and other information relevant to the Service.

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

You, Your – The Member (including Joint Member (in case of Premium) and Family (in case of Platinum)).

The Card Protection service is provided by 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, India 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 1800-419-4000 (Tollfree) or +91 921244 4000 or 6000 4000 (please prefix Your city STD code) (lines open twentyfour (24) hours a day, seven (7) days a week). 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

Card Protection

A: Assistance Services - what is provided?

When You report a Card Loss to us, We will contact the Issuers and ask them to cancel the Card.

If You request at the time of reporting Your Card Loss, the assistance services set out at A1, A2 and A3 may be available to You through MakeMyTrip, who has contracted with us, to provide You the assistance services set out at A1, A2 and A3 below. You consent to us making such enquiries from such persons and/ or organizations as are necessary to assess the claim that You are making.

Any advance made to You under this Section A shall be interest free and repayable by You to MakeMyTrip within twenty-eight (28) days of the advance being made. In the event of the advance not being repaid then steps will be taken to recover the advance, the costs of which recovery may be added to the outstanding balance of the advance made.

A1: Advance of Emergency Hotel Bills

- 1. If You are Abroad at the time of the Card Loss, We will facilitate through MakeMyTrip an advance direct to Your hotel to cover Your hotel bill up to Rs 80,000 (Classic), Rs 120,000 per member (Premium), Rs 160,000 per member (Platinum)
- 2. We will facilitate through MakeMyTrip an advance direct to Your hotel to cover Your hotel bill up to Rs 40,000 (Classic), Rs 60,000 per member (Premium), Rs 80,000 per member (Platinum), if You suffer a Card Loss in India.

A2: Emergency Cash Advance

1. If You are in India at the time of the Card Loss, We will facilitate through MakeMyTrip an emergency cash advance for You of up to the total amount of Rs 5,000 (Classic) or Rs 20,000 (Premium/ Platinum) for basic living expenses and to help You reach Your Home if some or part of Your cash is lost or stolen at the same time as the Card Loss.

A3: Advance of Replacement Travel Tickets

- We will facilitate through MakeMyTrip replacement travel tickets against an advance for You of up to Rs 80,000 (Classic), Rs 120,000 per member (Premium), Rs 160,000 per member (Platinum), so that You can return to the travel destination nearest to Your Home. We will do this if Your travel tickets have been lost or stolen at the same time as the Card Loss when You are Abroad.
- 2. We will facilitate through MakeMyTrip replacement travel tickets against an advance for You of up to Rs 40,000 (Classic), Rs 60,000 per member (Premium), Rs 80,000 per member (Platinum), so that You can return to the travel destination nearest to Your Home. We will do this if Your travel tickets have been lost or stolen at the same time as the Card Loss whilst You are in India.

A4: Credit Health Report (CHR) What is provided?

You will be offered a Report in a specified format provided by CreditMantri, a third party service provider which whom We have tied up, relating to Your credit and financial information inter-alia containing detailed analysis of Your current Credit Score and its history with actionable insights to improve / maintain Your Credit Score and Health.

All banks are required to review Your Credit history of Your loans and Card transactions prior to approving any further loans or credits. The CHR will help You to understand and interpret the Credit Score issued by Credit Information Companies like Equifax, etc.

For additional information and guidance on your Credit Score, kindly visit https://www.creditmantri.com/credit-score-advice/

Limitations and Conditions

Any or all content of the Credit Health Report provided by CreditMantri is not guaranteed by Us. Our role is merely of a facilitator to arrange the CHR from CreditMantri subject to below specific terms & conditions of CreditMantri and We shall not be responsible for the accuracy, completeness, and veracity of any and all such information as received or provided to You in CHR. Further, We shall not in any manner be liable to You for any loss, claim, damage or compensation in relation to or arising from this CHR or use of Coupon Code at CreditMantri website.

For deriving this benefit, You are provided with a unique CreditMantri CHR Coupon Code in the Pack. Please note that You are governed by and must adhere to the following specific terms and conditions:

- By registering at CreditMantri Website www.creditmantri.com, you are bound by the generic terms and conditions of CreditMantri, as may be amended from time to time.
- The Coupon Code provided is valid only for a period of twelve (12) months from the date of issue and can be redeemed only once for availing one (1) Credit Health Report (CHR) from CreditMantri and cannot be used again or for any other services CreditMantri may provide.
- You authorise and give explicit consent to CreditMantri to apply for and receive Your credit information from Equifax India Limited (Equifax).
- You hereby authorise and give explicit consent to CreditMantri to send email or SMS or contact You at the email address and mobile number provided at the time of registration on CreditMantri website.
- You hereby explicitly waive requirements under TRAI DND (Do not Call) listing for the purpose of availing services from CreditMantri.
- You hereby agree to provide necessary Know Your Customer (KYC) information such as ID proof and Address proof to CreditMantri to apply for Your credit information with Equifax.
- You hereby agree to provide any additional information and if required You agree to upload a copy of Your KYC documents into CreditMantri website as may be required by Equifax.
- Equifax or any CIC shall provide your credit information to CreditMantri only if the information provided matches with the records available with Equifax.
- CreditMantri can provide You with a CHR only if it is able to obtain credit information from Equifax based on the information provided by You.
- You hereby agree and confirm that in case CreditMantri is not able to obtain any information from Equifax based on the KYC information provided by You, CreditMantri shall not be obliged to either refund or substitute the value of the redemption coupon for any other service it provides with for part or in full.

A5: F-Secure Internet Security (for Your Computer (Desktop or Laptop)

You will be offered a comprehensive internet security solution for Your Computer, powered and owned by F-Secure, who is a third party supplier/service provider and will provide the benefits as mentioned below. To derive this benefit, F-Secure Internet Security key and download instructions will be provided to You physically through the Pack sent to Your Home or through text message (SMS) to the mobile number provided by you.

What is provided?

F-Secure Internet Security protects Your digital content with real-time protection against malware, hackers, identity theft harmful and unsavoury web sites. Your online banking transactions are more secured with F-Secure Banking Protection. The features include:

- Protection against viruses, spyware and other malware
- Always up-to-date without slowing down your device
- Stops intrusions or identity theft on your device

- Easy to install and simple to use
- Customer support available through online chat and by phone
- Worry-free surfing and shopping with Browsing Protection
- Safe online life for your children with Parental Control
- Cloud-based, real-time protection against all online threats
- Secure, session-based online banking with Banking Protection
- Privacy protection on Facebook with Safe Profile
- Comprehensive exploit protection with DeepGuard 5

For deriving benefit from F-Secure, 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 of F-Secure as applicable to You. They are available for review at www.f-secure.com.
- ii. The supported platform are Windows 8.1 and 8 (ARM based tablets are not supported), Windows 7 (all editions), Windows Vista (Service Pack 2 or newer) and Windows XP (32-bit, Service Pack 3 or newer)
- iii. Your computer (Desktop / Laptop) must have Intel Pentium 4 or higher processor.
- iv. You must ensure that Your computer is equipped with at least 1GB RAM.
- v. You must download the F-Secure Internet Security application on Your computer and provide the information required to install and run the F-Secure application on Your computer.
- vi. F-Secure Internet Security 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.

A6: Roadside Assistance (for one Car or Bike)

If there is a breakdown of Your Registered Vehicle and You require our assistance Service in relation to Your Registered Vehicle, We will liaise with India Roadside Assistance Pvt. Ltd (India Assistance) who is our third party supplier/service provider and facilitate the specified services mentioned below.

Territorial Scope: Roadside Assistance Services will be provided within 50kms radius from city centre in the cities under coverage network of India Assistance, in the Republic of India. A current list of cities where the below mentioned services are provided is available on our website www.cppindia.com.

What is provided?

A6.1. Breakdown Support Over the Phone

In the event of breakdown of the Registered Vehicle, Our third party provider shall understand the basic problem prior to offering solutions. Some minor, recurring issues shall be supported over the phone.

A6.2. "On site" Preliminary Support of the Registered Vehicle

In the event of immobilization of the Registered Vehicle due to mechanical or electrical breakdown and as long as the said fault can be repaired at the place of immobilization within a maximum time period of sixty minutes, our third party provider will proceed to arrange onsite preliminary

support of the breakdown. Neither supply of parts or replacement elements, nor materials in general are included in this coverage.

A6.3. Battery Jumpstart

If the Registered Vehicle does not start due to the battery being discharged, Our third party provider shall arrange to jumpstart the battery. Neither the supply of parts or replacement elements, nor materials in general are included in this service.

A6.4. Towing of the Registered Vehicle

In the event that Registered Vehicle is immobilized due to the breakdown or accident and "Onsite Preliminary Support" is not possible, our third party provider shall arrange for towing of the Registered Vehicle to the nearest workshop or garage. These services shall be provided using equipment deemed most suitable. Only premium cars and automatic transmission cars shall have prerogative of being towed on flatbed trucks, wherever available. In case the removal or extraction of the Registered Vehicle is needed, We shall arrange the service on payable basis. These costs shall be paid on-spot by You directly to our third party provider.

A6.5. Replacement Keys

If keys of the Registered Vehicle are lost or misplaced, Our third party provider shall arrange delivery of duplicate set from Your registered address.

A6.6. Fuel Delivery

If the Registered Vehicle runs out of fuel, Our third party provider will arrange to get delivered up to 5 litres of fuel (petrol or diesel only) for passenger cars and up to 2 litres of fuel (petrol only) for motorbikes. The cost of fuel shall be paid by You on delivery on the spot to Our representative.

A6.7. Emptying of the Fuel Tank

If, due to an error, the Registered Vehicle's tank is filled with the wrong fuel, Our third party representative shall bear the cost of emptying it. In case this service is not feasible, the Registered Vehicle shall be towed to the nearest workshop/ garage.

A6.8. Flat Tyre Support

If the Registered Vehicle has a punctured or burst tyre, Our third party provider will arrange to take care of changing it with the spare tyre carried in the Registered Vehicle. In case where spare tyre cannot be used Our third party provider will arrange to either tow the Registered Vehicle to the nearest tyre repair shop or accompany You to nearest tyre repair shop and back to the Registered Vehicle. You shall pay directly repair charges to the tyre repair shop. In such cases We and Our third party supplier/service provider shall not be liable for the quality of workmanship of such repairs.

A6.9. Co-ordination of local taxi

In the event that breakdown takes place more than 50 kms away from place of residence and the "on site" preliminary support as mentioned above is not possible, and Your Registered Vehicle is towed to workshop or garage, We shall assist You by co-ordinating and arranging for a local taxi, wherever required. This service is to enable You to accompany the Registered Vehicle to the dealership or travel to the nearest convenient place. In this case We shall merely be a facilitator and shall not be held responsible for quality of services. All monetary or other transactions shall be directly between You and the service provider. Our role shall end as soon as the contact details are provided to the customer (i.e., You). In case such services are not available in that area We shall not be held responsible in any manner, whatsoever.

A6.10. General Conditions and Exclusions

The roadside assistance services facilitated by Us for You will be limited as follows:

General conditions

a) You may register one vehicle against this membership. The assistance services provided will also cover Your passenger car if another authorized driver is driving. If You register a two-wheeler then only You may use the assistance services provided in this Membership. If You change Your

vehicle, You must send Your RC copy for approval by CPP before the Registered Vehicle is changed.

Restricted exclusions:

a) If the Registered passenger car is over the age of 8 years or Registered two-wheeler is over the age of 5 years, the assistance stipulated in A6.1 – A6.4 (inclusive) will not be provided.

General Exclusions

- a) If Your Registered Vehicle has not been maintained regularly as per manufacturer guidelines and thus is not in roadworthy condition.
- b) In any case, if You or any other beneficiary refuses to pay for the services offered on chargeable basis, your Membership will be cancelled.
- c) Any event when You or any other beneficiary is found to be in any of the situations that are indicated below:
- 1. The state of intoxication or under the influence of alcohol, drugs, toxins or narcotics not medically prescribed or medically prescribed, but not consumed as per dosage.
- 2. Lack of permission or corresponding license for the category of the Registered Vehicle or violation of the sanction of cancellation or withdrawal of them.
- d) Any event where breakdown is caused by deliberately inflicted damage, vandalism, arson or participation in a criminal act or offence.
- e) Any past history where You or any other beneficiary has on two prior occasions misused or abused the services.
- f) Those accidents resulting from the illegitimate removal of the Registered Vehicle.
- g) Those accidents or breakdowns that are produced when You or any other beneficiary have infringed upon the regulatory ordinances as far as the requisites and number of persons transported, weight and means of things and animals that can be transported or the form of

handling them as long as the infraction has been the determining cause of the accident or the causal event of the incident.

- h) Any vehicle involved in or liable to be involved in a legal case prior to or post immobilization.
- i) Events happening where the vehicle lacks documentation or requisites (including the Technical Inspection of the Vehicles and Obligatory Insurance) legally necessary to ply on public roads in the country where the Registered Vehicle is found.
- j) Events caused by fuels, mineral essences, and other inflammable, explosive or toxic materials transported in the Registered Vehicle.
- k) Any public vehicle like ambulances, taxis, police vehicles and/or fire brigade vehicles and any other vehicle not used for private use are excluded of all the services coverage under these general conditions.
- I) Luggage that is not sufficiently wrapped or identified, fragile luggage or perishable products, and any commercial goods carried in the Registered Vehicle.
- m) Assistance to occupants of the Registered Vehicle different to those defined as beneficiaries.
- n) Any animal carried in the Registered Vehicle.
- o) The following vehicles are not covered:
- 1. Those used for hire or reward, except if expressly included above.
- 2. Those used for the transportation of goods.
- 3. Those not powered exclusively by an internal combustion engine.
- 4. Those with an authorized maximum weight exceeding 3,500 Kg.
- 5. Any four wheeler with dimensions greater than:
- i. 2.5 meters in height.
- ii. 2.5 meters in width.
- iii. 5.1 meters in length.
 - p) The following events are not covered under the program/services for passenger cars:
 - 1. Boot cannot be opened.
 - 2. Non-functional horn. However, if the horn is activated incessantly, assistance will be provided.
 - 3. Faulty fuel gauge.
 - 4. Non-functional speedometer.
 - 5. Non-functional sunroof operation.
 - 6. Non-functional air-conditioning.
 - 7. Non-functional demisters.
 - 8. Vehicle headlights not functional during day time.
 - 9. Non-functional seat adjustor but the vehicle can be driven safely.
 - 10. Illumination warning lamp of ABS, airbag warning or traction control or any such non-safety related lights/service warnings lights which do not render the vehicle immobilized.
 - 11. In the event of passenger doors not opening or seatbelts not functioning and there are no passengers except the driver.
 - 12. Damaged door glasses or non-functional windows when there are no security or weather risks
 - 13. Broken rear-view mirror not obstructing drivers/ riders view.
 - 14. Damaged or faulty fuel cap but vehicle has sufficient fuel to reach the nearest authorized dealer.
 - 15. Windscreen wipers turning faulty in fair weather or vehicle running out of windscreen wiper fluid.
 - 16. Electronic vehicle security system is faulty but do not render it immobilized and the alarm is not hooting continuously.
 - q) The following events are not covered under the program/services for two-wheelers:
 - 1. Non-functional horn. However, if the horn is activated incessantly, the Services will be provided.
 - 2. Faulty gauges and meters.
 - 3. Vehicle headlights not functional during day time.

- 4. Illumination warning lamps of any non-safety related lights/service warnings lights which do not render the vehicle immobilized.
- 5. Broken rear-view mirror not obstructing rider's view.
- 6. Electronic vehicle security systems, if fitted as a standard equipment, are faulty but do not render it immobilized.

A7: Passport and driving licence

If Your passport or driving licence is lost or stolen while You are Abroad, We will help You with the notifications that You need to make and provide You with such contact details as are necessary.

A8: Valuable document registration

If You register the details of Your valuable documents with us (driving licence, share certificates, insurance policies etc), We will hold those details safe should You ever need to provide these details when the originals are not at hand.

A9: Lost PAN card replacement service

Should You lose Your PAN card We will help You to 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.

A10: Lost mobile phone reporting service - SIM blocking

If You lose Your mobile phone, We will help You with the notifications that You need to make to block Your SIM card.

A11: Mobile phone identifier (IMEI) registration service

If You register Your mobile phone IMEI number with us, We will hold it safe should You ever need these details.

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).

Term of Membership

- 1) Your Membership is available to the person whose name appears in the Welcome Pack only and is non-transferable.
- 2) You must provide us with full and accurate information in connection with Your request for the Card Protection services.
- 3) Advance payment of the Fees is the essence of the commencement (or renewal) of the Membership and the Services under the Agreement with You.
- 4) Your Membership begins on the Start Date and continues for the period up to the Renewal Date in return for advance payment of the Fee.
 - We will renew Your Membership on the Renewal Date by charging Your Pay Card/ Account as provided by You unless You contact us before that date and ask us not to. We will send You a letter informing You of Your Renewal forty-five (45) days in advance of the Renewal Date.
- 5) You must report lost or stolen Cards to us **by telephone** within twenty-four (24) hours of discovering the Card Loss.

- 6) 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 the features of F-Secure SAFE, F-Secure Internet Security, CreditMantri CHR may be added, modified, or removed during the Period of Agreement without this advance notice period of forty-five (45) days.
- 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. In case of Laptop, You must install the F-Secure Internet Security on Your Laptop. 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 Internet Security. They are available for review at www.f-secure.com. It is hereby clarified that F-Secure Internet Security 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 Internet Security by You.

Limitations

- 1) In the event of theft or loss of Cards, You have to immediately call us to report the loss of the Cards. In case You have not shared the details of a particular Card with us and request the same to be blocked, We shall attempt to block that Card with the help of other details provided by You on a best effort basis. In the event that Your 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), We will assist You by conferencing You on the telephone call with the Issuer in order for You to provide such PIN/TIN for authentication purposes.
- 2) The services set out in Sections A1, A2 and A3 shall be provided only at the sole discretion of CPP, however, every effort will be made to provide You with emergency funds in line with the terms and conditions set out in these sections of this Agreement. There may also be times when it will not be possible to arrange for the transfer of funds to some countries or remote geographical locations or due to events or conditions that are out of our control (i.e. political instability, regulatory restrictions, war, natural disaster, etc.) and for which We cannot be held liable.
- 3) Note that services set out in Section A2 and A7 of this Agreement will not be available Abroad and within India, this service will be available in the cities under our coverage network. A current list of cities under our coverage network is available on our website www.cppindia.com.
- 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.
- 5) It is hereby clarified that F-Secure Internet Security 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 Internet Security by You (Section A5). 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 Internet Security 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 Internet Security.
- 6) It is hereby clarified that CreditMantri will always remain responsible and liable for any services / claims arising from the use of Credit Health Report (Section A4). You will be governed by the specific Terms and Conditions of CreditMantris as applicable to you at the time of usage of Coupon Code for CHR. Our role in relation to this service provided 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 this service.

7) It is hereby clarified that India Assistance will always remain responsible and liable for Road Side Assistance service (Section A7). You will be governed by the specific Terms and Conditions of India Assistance as applicable to You. Our role in relation to this service provided 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 this service.

Payment

- 1) You must pay the Fee in advance on or before the due dates set out in Your Welcome Pack or which We agree with You from time to time.
- 2) CPP reserves the right to revise its Fee at any point of time but it will not change for Your Membership until the next Renewal Date.

Cancelling Your Membership

1) You have a right to cancel Your Membership within thirty (30) days of Your Start Date or Your Renewal Date. If You exercise this right to cancel then Your Membership will be cancelled immediately and any payment You have made will be refunded in full.

After thirty (30) days the Membership may be cancelled by the Member at any time by giving at least fourteen (14) days written notice to us. You will be refunded the membership Fee as per the following refund grid:

Within 30 days: 100% refund

Between 31 and 180 days: 50% refund

After 180 days: Nil

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 six (6) months after the Start Date (or Renewal 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 the date it is due; and/or
- b) 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.

We and You 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 1800-419-4000 (Toll-free) or +91-921244-4000 or 6000-4000 (please prefix Your city STD code) 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 5 days, You may escalate the matter to escalations@cppindia.com

We assure You to revert to Your query within 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 <u>You hereby expressly accord Your consent</u> and authorize us to collect all the required data/information including any sensitive personal data or information from You to service 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 also 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 payment 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 Your information is protected against unauthorised use of any kind. We have appropriate measures in place to safeguard the data We hold. Our Information and Data Security Systems have been verified by accreditation in the form of 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 at 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. This may include asking for updated or new Card numbers or bank account details and for information about changes to any personal contact details (e.g. telephone, mobile phone or fax numbers or email addresses).

Providing the Service

If You ask us to report a lost Card, We will pass Your name and address and the details of the Card to the Issuer so that they can cancel it and provide a replacement, if requested by You.

When You take the Membership, We pass Your personal details to our approved suppliers 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, <u>please let us know when You register</u>, or call us at any time if You change Your mind.

MakeMyTrip (India) Private Limited (MakeMyTrip)

When You take out a subscription, We pass Your personal details to MakeMyTrip to provide the services described in Sections A1, A2 and A3. 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. MakeMyTrip may 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.

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 Prachala Singh on 1800-419-4000 (Toll-free) or +91-921244-4000 or 6000-4000 (if calling from a mobile phone, please prefix Your city STD code) 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.