Basic Information about Home Serve

1. What is Home Serve?

Home Serve is a One Stop Service Solution offering Carpentry, Electrical, Plumbing, Consumer Durable and Kitchen Appliance Repairs at home or business

2. The Home Serve tagline states Because there's more to life. What does it mean? Life should not be about keeping a check on warranties, searching for reliable service

providers, dealing with unprofessional service providers or waiting endlessly for the technician to arrive. Home Serve believes life should be spent more meaningfully with loved ones and with whatever makes one happy. Its our way of giving you peace of mind and letting you do more with your life.

Why Home Serve

1. How is Home Serve different from other service providers?

While there are many service providers, Home Serve is one of a kind - One Stop Service Solution with services ranging from Carpentry, Electrical, Plumbing, Consumer Durables and Kitchen Appliances Repairs and Installations. Home Serve Provides 30 Days Warranty on Spares and Services unlike other service providers. Home Serve is also Authorised by most leading Brands in the Country.

2. What is the background of Home Serve?

Home Serve is a division of Vivek Private Limited, a retail pioneer since 1965 with over 30 Retail Stores in South India and has served millions of consumers. Vivek Private Limited has provided After Sales Services ranging from Delivery, Installation, Demo, Repairs during Warranty, Post Warranty Services, Relocation Services, Annual Maintenance Contracts, Extended Warranty, etc. through its specialized and dedicated service division. With this kind of vast experience in serving the consumer and having excellent relations with the vendors for spares and technical support. Home Serve is backed at all levels from Customer Confidence, Trust, Experience and Vendor Support.

3. Who can avail the services from Home Serve?

Home Serve provides Service Solutions for Residential Customers on an annual plan basis. Customers also can book on a pay per call basis. The Home Serve plans are primarily designed to cater to residential customers. For commercial requirements customised packages are available on request.

Home Serve Plan Description

1. What do you mean by a visit?

When a customer registers for a repair it will be considered as a visit.

2. How many visits do you provide per plan?

All the plans are self-explanatory and are detailed in the HS brochure. For example, where it is mentioned Juicer -1 unit 2 visits it means one Juicer unit is covered as per the plan and 2 services can be done during the plan period. If it is mentioned that it covers Unlimited Breakdown, it means that the plan covers unlimited visits for breakdown on that product in the plan period based on a Fair Usage Policy.

3. What happens if I have additional quantities of products more than what is in your current packages?

The customer has a choice to choose additional quantity of products from the list of Add-ons during sign up. The Add-ons are attractively priced to ensure customers with an additional TV or an AC, etc. are able to buy the right plan with necessary Add-ons for their entire household.

4. Can additional products be added during the plan period?

The customer has the option to include additional products as per the Add-ons rate card within 15 days of purchase of the service plan. The additional charges are to be paid before services can be availed as per the new package.

5. What happens if I have used my allotted service visits for a specific product? How do I get it serviced?

When the number of visits for a specific product is consumed and if the customer needs additional services during the year for the same product then the customer can pay the service charge for the additional services as per the pay per call rate card.

6. What is Pay Per Call?

For customers who have consumed their allotted service visits or who have not taken any Add-ons for the additional products then they can avail the services of Home Serve by paying for the service on a need basis as per the Pay Per Call rate card. Also, customers who wish to avail our services but do not wish to enroll in a plan can opt for our Pay Per Call service.

7. What is Emergency Electrical Breakdown service?

Emergency Electrical Breakdown service covers basic electrical faults in a household due to fuse-carrier overload, minor electrical faults, etc. This service is provided only for Platinum customers.

Installations

1. Are installations, uninstallation and reinstallations covered in the Home Serve plan? Home Serve does installations, uninstallations and reinstallations of products like air-conditioner, fan, television, water-heater and much more. These however are available on a charaeable basis.

Frequently Asked Questions

Plan Changes, Cancellation and Transfers

1. Can the Home Serve plan be cancelled?

Once the customer purchases the Home Serve plan it cannot be terminated or cancelled. However, in extreme cases where the Company chooses to Cancel the Plan on Customer Request, then there will be a Deduction of Taxes Already Remitted and the balance amount will be refunded after deduction of any Services Availed by the Customer on a Pay Per Call Basis. The balance amount after deduction of Taxes Paid and Services Availed will be calculated on a Pro Rata Basis from Date of Sign-up to Date of Cancellation Request.

2. Can the Home Serve plan be transferred?

The Home Serve plan cannot be transferred to another residence or location or to another individual

3. What happens if the customer shifts their residence during the year?

The existing Home Serve plan will automatically terminate, and all unused services will lapse. The service plan cannot be transferred. The customer will have to purchase a new service plan for the new residence.

4. Can the plan be changed during the plan period?

The customer has the option to upgrade the plan within 30 days of purchase. The difference in the plan charges to be paid before services can be availed as per the new package. Downgrading of the plan is not allowed.

Warranty and Coverage

1. Do you provide any service warranty?

All services carry a 30-day service warranty. If there is a repeat service fault within 30 days, then the service is done once again without considering it as another service visit

2. Do you provide any parts warranty?

All parts carry a 30-day parts warranty. Parts warranty however does not apply to accessories, power adapters, jars, batteries, consumables like coffee filters, mesh, etc.

3. For carpentry, plumbing, electrical do you supply parts, or can the parts be supplied by the customer?

Home Serve keeps in mind the customer always and the customer has the option to either purchase and supply the required parts or if required Home Serve will supply the parts to the customer and bill accordingly. The availability and time for sourcing certain parts like specific types, brands, models, colours, sizes depend on market availability. In the event the customer wants the Home Serve Team to source the parts then there would be additional charges to cover the time, travel expenses and cost of sourcing the parts.

4. What kind of parts can be supplied by the customer?

Parts like bulbs, tubes, locks, wood, handles, door closers, shower taps, water inlet and outlet tubes, etc. are examples of parts that can be supplied by the customer.

5. What kind of parts cannot be supplied by the customer?

Used and damaged parts like locks, handles, shower taps, taps, water inlet tubes, wood, PVC tubes, etc. are examples of parts that will not be utilised if provided by the customer. Parts for repairing consumer durables, kitchen appliances, IT devices, mobile phones, etc. are also not accepted by the customer unless it is as per the specifications required and to be sourced by the manufacturer and its service center's only.

6. Why are old parts not acceptable when provided by the customer?

Old parts are subject to inspection on quality, wear and tear, life expectancy, etc. To avoid future disputes and to ensure quality of service used parts are not acceptable.

7. Can the customer include air-conditioner AMCs as an Add-on?

Air-conditioner service AMC can be included as an Add-on only for the Silver, Gold and Platinum plans.

8. What are the products covered in Music System? Music system comprises of transistor, radio, two-in-one, CD player and Home Theatre.

Exceptions

1. Are there any capacity restrictions for any products?

For a few products like fridges and televisions there are certain restrictions on sizes. Fridges up to 600 Litres and televisions up to 46 inches are currently serviced. Capacities above this will be done on a pay per call basis.

2. Why are commercial units not covered in the service plan?

If the products are used for a commercial purpose or in commercial premises like an office, canteen, hospital, guest houses, hotels, serviced apartments, etc. then the utilisation will be more than a domestic consumer. The Home Serve plans are designed to cater to residential customers. For such commercial requirements customised packages are available on request.

3. Are there any exceptions to brands or product types?

High-end products like professional music systems, home theatres, professional cameras, etc. and brands like Bose, Miele, Nakamichi, etc. are not covered in the Home Serve plan.

Terms and Conditions

About Home Serve

1. Home Serve is a One Stop Service Solution offering Carpentry, Electrical, Plumbing, Consumer Durable and Kitchen Appliance Repairs.

2. Home Serve provides Service Solutions for Residential Customers on an annual plan basis.

3. Customer must furnish the Product Details with Serial Numbers, Brand, Model Numbers for the products to be included in this Service Plan

4. Service Plans does not cover installations, reinstallations, uninstallation, relocations, transportation and demonstrations. These will be done on a chargeable basis.

5. Additional Products will be covered if the additional products are added and paid for as per the Service Plan provisions.

6. The Service Benefits or Privileges shall differ as per the type of Service Plan.

7. Home Serve has various Service Plans for customers. Customers could choose from HS Silver, HS Gold, HS Platinum, HS CEP Basic, HS CEP Perfect, HS CEP Ultimate, Microwave Oven Breakdown Plan, Fridge Breakdown Plan, TV Breakdown Plan, Washing Machine Breakdown Plan, HS Security Solution Plans and HS AC AMC

8. All services are limited to General Service of the product. Comprehensive or Master Service is not provided for. Oil change, filter replacements, gas charging, transportation, grill cutting, etc. are all provided on additional charge basis when required.

9. The AC AMC valid under the Home Serve plans will cover only split and window ACs, other ACs will not be applicable (cassette AC, Tower AC, Multi-Unit, etc.) under the plan.

Types of Service Plans

ALL SERVICE PLANS OFFER ONLY ON DEMAND SERVICES WHEREIN CUSTOMER HAS TO LOGIN THE SERVICE REQUEST THROUGH THE HOME SERVE CALL CENTRE OR THROUGH THE HOME SERVE CUSTOMER APP OR THROUGH THE HOME SERVE WEBSITE. COMPANY TAKES NO RESPONSIBILITY FOR ANY SERVICES LAPSED OR NOT REGISTERED BY THE CUSTOMER.

1. Home Serve Silver Plan

Home Serve Silver is for customers who have most consumer durables and kitchen appliances wherein each product covers unlimited breakdowns. The Silver plan also covers 6 visits in total for the carpentry, electrical and plumbing repairs. Air-conditioner service is not covered under the Silver Plan. The services are provided from Monday to Saturday from 10 AM to 6 PM. Call Centre Support is provided round the clock throughout the year. The Home Serve Silver is best suited for a customer who is mainly focused on a solution for their kitchen appliances and basic consumer durables.

2. Home Serve Gold Plan

Home Serve Gold is for customers who would like to cover their air-conditioner in addition to the consumer durables and kitchen appliances. The Gold Plan covers 1 unit of Air-Conditioner from the other consumer durables & kitchen appliances. The Gold plan also covers 12 visits in total for the carpentry, electrical and plumbing repairs. The services are provided from Monday to Saturday from 10 AM to 6 PM. Call Centre Support is provided round the clock throughout the year. The Home Serve Gold is best suited for most households which have an equal balance of kitchen appliances, consumer durables and Air Conditioners.

3. Home Serve Platinum Plan

Home Serve Platinum is for customers who would like total peace of mind and needs one complete package for multiple products like 2 air-conditioners and 3 televisions, apart from the other consumer durables & kitchen appliances. The Platinum plan also covers 24 visits in total for the carpentry, electrical and plumbing repairs. The services are provided throughout the week from Monday through Sunday from 10 AM to 6 PM. Call Centre Support is provided round the clock throughout the year. The Platinum plan also covers Emergency Electrical Breakdown services 24 hours a day. The Home Serve Platinum is best suited for large house holds which have an equal balance of kitchen appliances, consumer durables and ITT products

4. Home Serve Basic Annual Maintenance Contract Air Conditioner

The Home Serve Basic AMC AC covers 3 On Demand Preventive Maintenance Services during the one-year contract period. It also provides for 3 On Demand Breakdown Services during the year. The contract covers only labour charges for general service of the unit under contract. All parts, additional services, transportation, gas charging, consumables, etc. will be charged extra as applicable. As a special offer at times there would be a 25% off for Gas Charging and 25% off for Standby AC.

5. Home Serve Standard Annual Maintenance Contract Air Conditioner The Home Serve Standard AMC AC covers 3 On Demand Preventive Maintenance

Services during the one-year contract period. It also provides for On Demand Unlimited Breakdown Calls during the year, subject to a fair usage policy limiting it to 12 Breakdown Calls under extreme circumstances for the unit under policy. The Standard AC AMC provides 50% off on Gas Charging and 50% off on Standby AC. The contract covers only labour charges for general service of the unit under contract. All parts, additional services, transportation, gas charging, consumables, etc. will be charged extra as applicable.

6. Home Serve Premier Annual Maintenance Contract Air Conditioner

The Home Serve Premier AMC AC covers 3 On Demand Preventive Maintenance Services during the one-year contract period. It also provides for On Demand Unlimited Breakdown Calls during the year, subject to a fair usage policy limiting it to 12 Breakdown Calls under extreme circumstances for the unit under policy. The Premier AC AMC provides Free Gas Charging and Free Standby AC. The contract covers only labour charges for general service of the unit under contract. All parts, additional services, transportation, gas charging, consumables, etc. will be charged extra as applicable.

7. Home Serve Semi- Comprehensive Annual Maintenance Contract Air Conditioner

The Semi- Comprehensive AMC AC covers 1 Dry Service and 1 Wet Service during the one-year contract period. It also provides for Unlimited Breakdown Calls on Demand during the year. It provides Free gas charging through out the year on breakdown. The contract covers labour charges for general service of the unit under contract. Replacement of fan motor, capacitor, swing motor and PCB in case of breakdown are covered under the contract. All other parts, plastic parts, external cabinets, remote controls, stabiliser, condenser coil, cooling coil, consumables, compressor, uninstallation, reinstallation and any other device that is not part of the standard unit are not covered in the contract and will be charged extra as applicable.

8. Home Serve Comprehensive Annual Maintenance Contract Air Conditioner

The Comprehensive AMC AC covers 1 Dry Service and 1 Wet Service during the one-year contract period. It also provides for Unlimited Breakdown Calls on Demand during the year. It provides Free gas charging through out the year on breakdown. The contract covers labour charges for general service of the unit under contract. Replacement of fan motor, capacitor, swing motor PCB and compressor are covered under the contract. All other parts, plastic parts, external cabinets, remote controls, stabiliser, condenser coil, cooling coil, consumables, uninstallation, reinstallation and any other device that is not part of the standard unit are not covered in the contract and will be charged extra as applicable.

9. Home Serve Carpentry Electrical Plumbing Basic Plan

HS CEP Basic is for customers who would like a single contract for Carpentry, Electrical and Plumbing. The Basic plan covers 6 visits in total which can be used during the year. Each visit is limited to a maximum of 1 hours.

10. Home Serve Carpentry Electrical Plumbing Perfect Plan

HS CEP Perfect is for customers who would like a single contract for Carpentry, Electrical and Plumbing. The Perfect plan covers 12 visits in total which can be used during the year. Each visit is limited to a maximum of 1 hours.

11. Home Serve Carpentry Electrical Plumbing Ultimate Plan

HS CEP Ultimate is for customers who would like a single contract for Carpentry, Electrical and Plumbing. The Ultimate plan covers 24 visits in total which can be used during the year. Each visit is limited to a maximum of 1 hours.

12. Home Serve Microwave Breakdown Plan

Home Serve Microwave Breakdown Plan cover unlimited breakdown calls for one unit of Microwave through out the plan period. Cleaning service would be provided at an additional cost of Rs. 250 per visit only. Additional charges apply for installation, uninstallation and reinstallation. All other parts, plastic parts, external cabinets, remote controls, stabiliser, condenser coil, cooling coil, consumables, uninstallation, reinstallation and any other device that is not part of the standard unit are not covered in the contract and will be charged extra as applicable.

13. Home Serve Washing Machine Breakdown Plan Home Serve Washing Machine Breakdown Plan cover unlimited breakdown calls for one unit of Washing Machine through out the plan period. Cleaning service would be provided at an additional cost of Rs. 250 per visit only. Additional charges apply for installation, uninstallation and reinstallation. All other parts, plastic parts, external cabinets, remote controls, stabiliser, condenser coil, cooling coil, consumables uninstallation, reinstallation and any other device that is not part of the standard unit are not covered in the contract and will be charged extra as applicable.

14. Home Serve TV Breakdown Plan

Home Serve TV Breakdown Plan cover unlimited breakdown calls for one unit of TV through out the plan period. Additional charges apply for installation, uninstallation and reinstallation. All other parts, plastic parts, external cabinets, remote controls, stabiliser, condenser coil, cooling coil, consumables, uninstallation, reinstallation and any other device that is not part of the standard unit are not covered in the contract and will be charged extra as applicable.

15. Home Serve Fridge Breakdown Plan

Home Serve Fridge Breakdown Plan cover unlimited breakdown calls for one unit of Fridge through out the plan period. Cleaning service would be provided at an additional cost of Rs. 250 per visit only. Additional charges apply for installation, uninstallation and reinstallation. All other parts, plastic parts, external cabinets, remote controls, stabiliser, condenser coil, cooling coil, consumables, uninstallation, reinstallation and any other device that is not part of the standard unit are not covered in the contract and will be charged extra as applicable.

16. Home Serve Security Solutions Service Plan – 4 Channel DVR

Home Serve Security Solutions Service Plan cover 8 Visits On Demand Breakdown Service Calls for one unit of CCTV DVR with 4 Cameras through out the plan period. Cleaning service would be provided at an additional cost of Rs. 299 per unit. Additional charges apply for installation, uninstallation and reinstallation. All other parts, plastic parts, external cabinets, remote controls, stabiliser, condenser coil, cooling coil, consumables, uninstallation, reinstallation and any other device that is not part of the standard unit are not covered in the contract and will be charged extra as applicable.

17. Home Serve Security Solutions Service Plan - 8 Channel DVR

Home Serve Security Solutions Service Plan cover 10 Visits On Demand Breakdown Service Calls for one unit of CCTV DVR with 8 Cameras through out the plan period. Cleaning service would be provided at an additional cost of Rs. 299 per unit. Additional charges apply for installation, uninstallation and reinstallation. All other parts, plastic parts, external cabinets, remote controls, stabiliser, condenser coil, cooling coil, consumables, uninstallation, reinstallation and any other device that is not part of the standard unit are not covered in the contract and will be charged extra as applicable.

18. Home Serve Security Solutions Service Plan – 16 Channel DVR

Home Serve Security Solutions Service Plan cover 12 Visits On Demand Breakdown Service Calls for one unit of CCTV DVR with 16 Cameras through out the plan period. Cleaning service would be provided at an additional cost of Rs. 299 per unit. Additional charges apply for installation, uninstallation and reinstallation. All other parts, plastic parts, external cabinets, remote controls, stabiliser, condenser coil, cooling coil, consumables, uninstallation, reinstallation and any other device that is not part of the standard unit are not covered in the contract and will be charged extra as applicable.

Terms of Agreement

1. The Service Plan is for a period of one year and shall be effective between the dates mentioned overleaf or as per the specific dates mentioned in the Customer Application Form (CAF) or Member ID Card. Period of service plan is subject to change based on type of plan availed

2. All breakdown calls will be scheduled on priority subject to a minimum of 1 working day.

3. Service calls must be logged in at Home Serve Call Centre only.

4. HOME SERVE will take all efforts to give preferential attention for emergency breakdown, but the company shall not be held responsible for any consequences arising due to delays beyond its control.

5. Subject to municipal limits of the city. Additional charges will apply for other areas.

6. The service plan covers only standard service charges and does not cover or provide free part replacements or installations or uninstallations or reinstallations or relocations. These are provided at additional costs as applicable.

7. Customer shall be responsible for providing proper power source and other environmental conditions including electrical requirements and site facilities prescribed by HOME SERVE. Any damages due to deviation from these at the customer end are not covered under the agreement. The agreement does not cover maintenance of power correction.

8. The Service Plan covers only one SDU (Single Dwelling Unit) otherwise known as only one residence unit and cannot be joint with another residence unit or apartment within the same compound or otherwise.

9. The Service Plan covers products used for residential purposes.

10. Industrial and commercial use is not covered by this Service Plan.

Service Plan Subject To

1. Subject to Technical Inspection on the condition of the unit.

2. In case of any repairs / defects, then the repairs will be carried out on a chargeable basis and only then the Service Plan shall be effective.

Care & Access to Equipment

 The customer at his own expense will give HOME SERVE full access to the equipment to enable HOME SERVE to carry out service and maintenance and will provide working space facilities.

The customer will take care of the equipment, will house it in suitable conditions and will follow operating instructions as mentioned under the manufacturers terms and conditions and HOME SERVE.

3. The customer will ensure that the unit is not opened or tampered with or in any way do any act which will result in intruding with the internal operations of the system and peripheral units and do any modifications.

4. Any repair or alteration out of any damage or physical loss caused by natural calamities, or for any reason beyond the control of either party or due to negligence by the customer in performing his obligations may be rendered by HOME SERVE only after the customer agrees to pay the additional charges thereof.

5. The customer will provide for ladders and other materials at their own cost to enable repair of products or render service to inaccessible areas. If ladder is not available, then Home Serve will arrange it on a chargeable basis.

Exceptions to Service Plan

1. If any repairs / service / relocation / modification / alteration of the unit or any part or the Serial Number / Warranty Seal is altered / defaced / mutilated / removed by any individual or party other than HOME SERVE, then the Service Plan shall be void, and no refunds will be issued.

2. The Service Plan does not cover any part replacements, unless mentioned in the Plan. All part replaced will be done on a chargeable basis.

3. The Service Plan does not cover any accessories / attachments external to the unit.

4. The Service Plan does not cover any installation / removal / reinstallation / relocation / demonstration.

5. The unit shall be operated with variation of 5% +/- rated Voltage at 50 Hz. Any failure due to voltage variation / fluctuation beyond tolerance will not be covered under warranty.

6. Force Majeure Clause The company shall not be liable for any damages / non-performance or delay due to lockout, strike, industrial or labour disturbance, fire accidental damage, restriction imposed by the Government circumstances beyond our control, act of God, riot, any war of any condition arising from similar conditions beyond our control.

Payment Terms

1. The charges for the Service Plan is payable in full upon signing up.

2. HOME SERVE reserves the right to revise the service plan charges from time to time.

3. Changes or enhancements or purchase of add-ons may result in revision of the Service Plan charges.

4. The detailed amount excludes any taxes and governmental levies as applicable and or becoming applicable later due to operation of or under any existing or new law and any such levies will be charged to the customer for immediate payment.

5. If the payment remains outstanding for more than 10 days from the date of HOME SERVEs invoice, without prejudice to all its other rights, HOME SERVE reserves the right to withhold the maintenance service.

6. Service Plan is effective after receipt of the payment. For cheque payments the Service Plan will commence after receipt of the funds in to the company.

Termination

 If the customer commits any breach of this agreement with HOME SERVE, then HOME SERVE may terminate this agreement.

2. If the Service Plan is terminated by the customer during the Service Plan period, there will be no refunds.

3. If the Service Plan is terminated by the company, then there will be a pro-rata refund of the net charges exclusive of taxes for the unexpired period (full months) and exclusive of charges applicable for services rendered.

4. If the Service Plan was purchased under a promotional scheme, then the gift value will be reduced from the amount being refunded.

5. If the Service plan was offered Free of Cost, then there will be no notional refund values of any sort in the event of termination or refund.

Service Plan is Void if:

1. If the units under Service Plan is shifted or relocated to any other location from its original location at the time of the Service Plan, the Service Plan is void and there will be no refunds.

2. If the unit under Service Plan is serviced / repaired / relocated / tampered by any party other than HOME SERVE, then the Service Plan is void and there will be no refunds

3. Service Plan shall be void if not used as per manufacturers instruction manual.

4. If the product coved under Home Serve becomes obsolete/dead in the due course of the plan period, the visits cannot be transferred to another product under the same category or a different category. If the estimate provided is not satisfactory and want a transfer of visits to another unit, the same is not applicable.

Extension & Renewal

1. Service Plan extension and renewal shall be at the discretion of the company

2. In the event of any replacements of parts or products, the Service Plan duration shall remain unchanged and will not be extended under any circumstances

3. The company reserves the right to renew and withdrawal of the Service Plan

Delivery of Accessories

1. For customers availing Value Added Services like purchase of Accessories then the minimum transaction is Rs. 500

2. For transactions less than Rs. 500 there will be a delivery charge / handling charge of Rs. 200 per instance

3. Delivery of Accessories limited to Chennai city limits

Transfer

The Service Plan is not transferable to any other unit or person or location.

Company Communication

1. Home Serve shall communicate the customer time to time to schedule the service as per the Service Plan. The company shall also contact the customer for renewals of the Service Plan of expiry or after expiry of the Service Plan term.

2. The company shall communicate through various mediums of communication as seen appropriate ranging from Telephone Calls, Automated Dialers, Automated SMS Blasts, E-Mail, Postal Mail, Instant Messaging, WhatsApp, Facebook Messenger, In-person if applicable, and any other means deemed appropriate and available but not limiting to these.

3. The company shall also be Authorised to share the customer data for communicating other related offers from time to time as seen applicable to the customer profile or the product under service / Service Plan

4. The company if required shall outsource certain marketing and functional aspects of communication, renewals, etc. and will share non-confidential data with such agencies as applicable

5. Home Serve has the right to call you even if you have registered in the national DO Not Disturbed Registry / National Customer Preference Register of India or any other such Registries.

Arbitration

All disputes differences, claims and demands arising under or pursuant to or touching this agreement shall be referred to a sole arbitrator to be appointed by the parties and failing such agreement to two arbitrators, one to be appointed by each dispute. Such arbitration shall be held in Chennai and shall be subject to and governed by the provisions of Arbitration and Conciliation Act 1996 and the rules made thereunder or any other statutory modifications or re-enactment thereof for the time being in force.

Limitation of Liability

Home Serve and its employees under no circumstances will be liable to you or any consequent owner for any direct or indirect or consequential damages, including but not limited to costs of transportation, installation, reinstallation, service, reprogramming, data loss, loss of business, loss of profits, and loss of anticipated savings or loss of anticipated performance resulting from the installation / service / repair / Service Plan / plan. The maximum extent permitted by applicable law, the limit of Home Serve and its employees shall not exceed the original price paid for the installation / service / Service Plan / plan / product as applicable to the transaction.

Jurisdiction

This agreement shall be deemed to have concluded in the city of Chennai where it has been signed on behalf of HOME SERVE and all obligations arising hereunder shall be deemed to be located at Chennai and the courts at Chennai alone have exclusive jurisdiction in regard to any dispute arising under the agreement.

Dated: 7th January 2012