

Assured Buyback Plan Customer Terms and Conditions (Customer T&C) for Samsung Smartphone Devices

The Plan

This Assured Buyback Plan (provided by OneAssist Consumer Solutions Private Limited (hereinafter referred as “OneAssist”)) subject to terms and conditions mentioned below, assures buyback value for select Samsung Smartphone device. The Plan protects the value of Your Device against market fluctuations and ensures an assured buyback of Your Device.

Terms and Conditions

1. Definitions:

Device means select Samsung Smartphone device purchased by consumer along with the Assured Buyback (hereinafter referred as “ABB”) plan from Samsung Shop app or Samsung.com/in (“Samsung eStore”) or at Samsung store at BKC Mumbai Jio World Plaza Unit No. #02-13, #02-14, #02-15, #02-16, #02-17 and #02-18, Plot No C-64, "G" block of the Bandra-Kurla Complex, CTS no. 4207 of Village Kole Kalyan, Taluka Andheri, District, Mumbai Suburban, Mumbai, 400098 (“BKC Offline Outlet”)

Eligible Customer (“You”) means a new/existing Samsung customer who has purchased the ABB plan in accordance with this Customer T&C. ‘Eligible Customer is also referred to as You’, ‘Your’, ‘Customer’ and ‘Subscriber’ in this Customer T&C.

Assured Buy Back Value means the value of the Device at the time of redemption. The factors affecting the value are shared below –

<u>Age of the device</u>		<u>Assured Buy Back Value</u>
<i>(i.e. the time period from Samsung device delivery to the redemption date)</i>		<i>(% of invoice value)</i>
Months	Days	
0-3	0-90	70%
4-6	91-180	60%
7-9	181-270	55%
10-12	271-365	45%

2. Buyback Value may differ from Assured Buy Back Value and will depend on the condition of the Device.

1. In case there are dents and scratches on the device there will be deductibles applicable to the buyback value:

Broken	10%
Minor visible dent and scratches	5%
Major dent and scratches	5%

3. In case the original box is not available fixed deduction of Rs 500
4. If original accessories are not available, a deduction of Rs 1000 will be applicable
5. IMEI validation to be mandatory at the time of pick up
6. Plan Validity – 12 months from the date of enrollment (i.e. the date of delivery of Device)
7. A buyback request must be initiated (“Buyback Request”) via the OneAssist App.
8. Only functional devices are applicable for this program. Device should be in working condition. Device should be charged and the OneAssist pickup partner should be able to validate the checks on the phone.

Plan Term

The Plan shall be effective for a period of 12 months from the date of purchase of applicable device.

Plan Activation

Activation will be initiated after your device is delivered. On successful activation of the Plan, an automated Email with the ABB activation confirmation will be sent on the registered contact details shared by you at the time of Samsung device purchase. Plan will be linked to the mobile number used for purchase from Samsung eStore or BKC Offline Outlet.

Scope of Service under the Plan

Subject to You handing over the Device to authorized ABB partner along with the accessories subsequent to a buyback request made by You and that You have followed all the instructions and have submitted all the documents (if requested), You will be eligible to avail the benefits of the Plan within the Plan Term.

Raising a buyback Request

- Customer will have to download and login into OneAssist app. Customer can then initiate the redemption process on OneAssist app. Link to download OneAssist app <https://oneassist.in/app/>
- Upon successful completion of checks and in app diagnostics a pickup for the device will be scheduled and a pick up partner from OneAssist will reach out to customer.
- At the time of Buyback valuation, in case there is:
 - a. No Discrepancies : Matching QC Report - the customer will get the ABB value as committed
 - b. Discrepancies: Mismatch in QC Report – OneAssist shall provide the revised ABB value to the Customer. In case the Customer accepts the revised ABB value, OneAssist executive shall pick up the device. In case the Customer declines to accept the revised ABB value, the ABB request/ Plan will be cancelled, and the device will not be collected by the OneAssist executive.

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- Post successful QC at customer's door step, ABB Value will be transferred to Customer's account by OneAssist.

Transfer Of Plan

1. The Plan is non-transferable.
2. The transfer of ownership of the Device to another party will render the Plan & its benefits be null and void.
3. Plan will be linked to the mobile number used for purchase from Samsung eStore.

General Terms

- a. The Plan may be availed by Indian citizens of 18 years and above of age.
- b. By completing the purchase of the Plan, You also consent to the information such as Mobile Number, IMEI and IMEI activation date being stored in the servers of OneAssist and allows it to be used by them for the purpose of Plan Activation, Redemption and associated communications.
- c. By agreeing to avail the Plan, You hereby represent, warrant and covenant that:
 - i. You are the sole, absolute and lawful owner of the Device;
 - ii. The Device has been used by You in accordance with the applicable laws of the land.
 - iii. The Device along with all its accessories, wherever applicable, under the Plan is genuine and is not counterfeit, free from any and all encumbrances, liens, attachments, disputes, legal flaws or any agreement of sale etc.
 - iv. You will remove your data and reboot the device before handing it over to retailer. You shall be completely liable and responsible for any data present in the device handed over by you during the redemption process.
- d. Any documents as required for Plan activation / redemption shall be submitted by You, failure to do the same may result in cancellation of Plan for You at the sole discretion of OneAssist & Samsung.
- e. You shall indemnify and keep indemnified OneAssist and Samsung and their officers, directors, employees, customers, affiliates and agents harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which OneAssist and Samsung may incur, pay or become responsible as facilitator as a result of breach or alleged breach of the representations or obligations under the T&C hereunder, any failure to comply with applicable law and any third party claims OneAssist and Samsung shall have the right to defend themselves, pursuant to this Clause, at Your cost. OneAssist and Samsung or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the You or any third party, in connection with the Plan. It is expressly provided that transaction shall be between You and OneAssist only.
- f. You acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP/APP, Platform and all material or content related to the Plan shall remain, at all times, owned by OneAssist & Samsung. All material and content contained is made available for your personal and non-commercial use only. Any other use of the material/content on the platform and/or any information disseminated by SMS or any other means of communication is strictly prohibited.
- g. Subject to any applicable law (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly **DISCLAIMED** including, but not limited to, meeting of Your

requirements or aspirations, timeliness, security, the results or reliability of the Plan, delay in sending or receiving the SMS for participating in the Plan, or the delivery, pick up, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, Plan, benefits or awards acquired or obtained through the Plan or any transactions effected through the Plan; (b) You expressly agree Your availing the benefits under this Plan, is at Your sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to Platforms/SMS, shall be construed to mean the giving of any warranty of any kind.

- h. OneAssist and Samsung shall not be responsible for any loss, injury or any other liability arising out of availing of the Plan.
- i. OneAssist shall not be liable for any loss, delay or damage due to act of God, governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation, or otherwise, for any such loss, delay or damage.
- j. This Plan is neither assignable nor transferable under any circumstance, unless specifically provided hereunder.
- k. You providing any incorrect information or concealing/withholding any information from OneAssist and Samsung with intent to avail the Plan will automatically be barred from availing the Plan.
- l. OneAssist reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Plan or any part thereof including the eligibility criteria, the T&C at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control and the same shall be binding on You.
- m. Failure by OneAssist or Samsung to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, OneAssist may assign any of its rights within the Plan to any party without prior intimation to You.
- n. This Plan and T&C are subject to Indian law. Any dispute arising out of this Plan and T&C shall first be attempted to be resolved amicably through negotiations. The Courts at Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Plan and/or this T&C. You acknowledge and agree that Samsung shall have no liability towards You under this Plan and all claims that You may have with regard to this Plan shall solely be between You and OneAssist.

For any query customers can reach out to OneAssist Customer Service:

1800 123 3330, 0 8080 333 333