

# Galaxy Forever Program Customer

## Terms and Conditions (Customer T&Cs)

### 1. The Program

The Galaxy Forever Program (“GFE Program”) is provided by DMI Finance in partnership with Servify and Savex on select Samsung Devices, subject to terms & conditions mentioned below.

#### Benefits of the GFE Program:

- i. EMI Facility on the purchase of eligible Samsung Devices (“Device”).
- ii. An Assured Buy Back Value for returning Device within Plan Term.
- iii. The benefit of the adjustment of the Assured Buy Back Value of the Device at the time of purchase itself.
- iv. An option to exchange the device for a new device at the end of the Plan Term or else an option to continue the EMI facility with a simultaneous increase in loan tenure to settle Assured Buy Back value provided as a benefit at the time of device purchase.

The GFE Program can be availed by purchasing the Device via Samsung Finance+ Platform at Samsung.com or Samsung Shop App (“Samsung Online Platform”).

The Program adjusts the Assured Buy Back Value at the time of purchase of Device itself thereby providing a lower EMI amount for the Plan Term.

### 2. Definitions

- i. Device means Samsung Mobile purchased by you on which the GFE Program is available.
- ii. Eligible Customer (“You”) means a new/existing Samsung customer who has enrolled for the GFE Program and availed the Care+ Pack and taken necessary action in accordance with Clause v and vi of this Customer T&C. ‘Eligible Customer’ is also referred to as ‘You’, ‘Your’, ‘Customer’ and ‘Subscriber’ in this Customer T&C.
- iii. Assured Buy Back Value (ABB Value) means the value of the Device at the time of expiry of redemption period. The terms and conditions for the program are listed separately below.

Redemption Period	Assured Buy Back Value (As a % of MOP of the Device purchased)
11-12 Month	40%

- iv. "Facility" means the loan facility granted by DMI to the Borrower as per Loan Details Sheet for the Purpose. The terms and conditions pertaining to the facility are to be agreed to by customer separately at the time of purchase of Device under the GFE Program on the Samsung Finance+ Platform.
- v. Samsung Care+/Care+ Pack shall mean Accidental and Liquid Damage Protection Plan offered by Servify (Service Lee Technologies Pvt. Ltd.) with a validity of one year from the date of purchase.
- vi. Samsung Finance+ shall mean the technology based financing solutions encompassing various services (including services obtained from third parties) ranging from various offers/schemes/discounts, behavioral assessment of the prospective Customer seeking the loan facility to determine his/her eligibility/entitlements (assisting the financial institution to evaluate the probable risk in the repayment of the loan by the loanee), on-boarding the Customers opting to avail the Product Loan and completion of the loan availment documentation, periodic customer interactions giving alerts and reminders for the re-payment of the loan EMI and outstanding dues, installation of Product Locking App in the Product purchased through Product Loan and Functional Restriction in case of default or delay in re-payment beyond the due date etc.

### **3. GFE Program, Term and other conditions–**

- i. GFE Program–GFE program is applicable on select Samsung Devices and Customers having an age of 21 years or above is eligible to participate in the GFE Program. On enrollment:
  - a. Customer will have to purchase the Device through SF+ Platform, under EMI option, provided by DMI Finance. ABB Value of the Device shall be provided by Servify.
  - b. This ABB Value shall be adjusted by DMI Finance at the time of purchase of Device.
  - c. Balance amount payable shall be converted in equal monthly installments (EMIs), to be paid by Customer every month. EMI shall be at the sole discretion of DMI Finance, subject to applicable terms and conditions.
  - d. Customer will also have to purchase Accidental Damage Liquid damage Samsung Care+ Pack. Care+ Pack is provided by Servify subject to applicable terms and conditions.
- ii. The benefits under the Plan shall be effective for the period specified in Benefit Value/Buy Back value.
- iii. Within 25 days of payment due date of 11th EMI ("Decision Date"), Customer shall opt either to:
  - a. Return the Device and upgrade to new device after 11 months. No amount shall be given or adjusted for the purchase of new upgraded device as the benefit of the Assured Buy Back is already provided at the time of purchase of Device initially. In case the actual value of the Device provided by Servify

at the end of the tenure differs from the Assured Buyback value, you will need to settle this value with the dealer.

- b. Retain the Device – In case Customer chooses to retain the Device, the ABB Value, provided as discount at the time of purchase of Device shall have to be refunded and the same will be converted to monthly equal installments payable by Customer.

In case the Customer fails to opt for any of the above options by the Decision Date, it will be presumed that the Customer intends to retain the Device and provisions of sub cl. (b) shall apply.

iv. **In case the Customer opts to return the Device and upgrade to a new device:**

- a. No claim under the Care+ Pack:
  - The Device clears the Quality Check-the ABB Value shall be as provided during the initial purchase of the Device.
  - The Device fails the Quality Check-the Device shall be re valued and the new final buyback value will be provided. The difference between the ABB Value and the final buyback value shall have to be borne by the Customer at the time of upgrade.
- b. Claim made under the Care+ Pack-The Device shall be re assessed and the final buyback value shall be provided to the Customer. The final buyback value shall be dependent on the condition of the Device. The final buyback value shall be informed to the Customer after completing the Quality Check, as mentioned below.
- c. Additionally, the original charger, earphones, charging cable, etc that came with the Device at the time of purchase needs to be returned in working condition along with the original Device at the time of redemption. In case you fail to provide the charger and/or other accessories for the Device under the conditions specified above, Buy back Value shall be reduced by ₹2000.00.
- d. **Quality Check:**
  - For completing the Quality Check, Customer will have to visit the nearest authorized Samsung retail store. The Retailer shall carry out buyback process by inspecting the physical condition of the Device, and performing device diagnostics and cracked screen detection, examining the accessories (hereinafter referred to as "Device Diagnostics").
  - Customer will have to download the Servify App on the Device and follow the instructions provided in the Servify App to complete the quality check ("QC") procedure and provide all the details asked in the process.
  - Subject to Customer providing required details and subject to the Device passing the quality check ("QC") specifications as listed below under "QC Specifications", the ABB value shall be approved.

Please note, an online quality/diagnostic check will be conducted while raising a buyback request. No test shall be skipped by Customer, if skipped Servify may deny the benefits. If the Device does not pass the QC test, Customer shall not be eligible to avail the ABB Value and the benefit provided at the time of Device purchase shall be converted to EMIs, payable by Customer.

- After the device diagnostics and QC is completed the final Buy Back Value is shown.
- Any difference in the ABB value and the Buy Back Value will have to be borne by Customer. Customer(s) may opt to avail the ABB Value by paying the differential amount or chose to retain the device, in which scenario the ABB Value benefit shall be covered to EMIs, payable by Customer.

**e. Device Diagnostics:**

- The original charger and charging cable of the Device need to be returned in working condition along with the original Device while availing the ABB Plan. In case the Customer fails to provide the charger and other accessories for the Device under the conditions specified above, ABB Value shall be reduced.
- The Device is switching on and remains in the on mode for a minimum of 10 minutes without being connected to a charger.
- Device screen and the body of the Device is not in damaged or broken condition and the original Device is in working condition (if SC+ benefit is availed).
- There are no cracks in the body of the Device or on the screen (if SC+ benefit is availed).
- Screen lock is not active (all forms of screen locks like pattern, pin, password, fingerprint, face recognition, smart Lock, cloud lock, MDM solution etc. need to be deactivated).
- In case any of the above conditions are not met, Servify or its affiliates reserve the right to reject the buyback Plan redemption as per its sole discretion.
- On successful enrollment under the Program, an automated SMS with the ABB Plan and Care+ activation confirmation will be sent on the registered contact details shared by Customer at the time of enrollment under the Program. Customer will receive communication regarding the Customer T&C for both the Care+ Pack as well the “ABB Plan” on the Email ID shared by Customer during the process.
- The Program is non-transferable. The transfer of ownership of the Device to another party will render the Program & its benefits null and void.

#### 4. General Terms

- i. The program may be availed by Indian citizens of 18 years and above of age.
- ii. By enrolling for the Program, Customer also consents to the information such as Mobile Number, IMEI and IMEI activation date being stored in the servers of Servify and allows it to be used by Servify for the purpose of Program activation, redemption and associated communications.
- iii. By agreeing to enroll for the Program, You hereby represent, warrant and covenant that:
  - a. Customer is the sole, absolute and lawful owner of the Device;
  - b. The Device has been used by the Customer in accordance with the applicable laws of the land.
  - c. The Device along with all its accessories, wherever applicable, under the Program is genuine and is not counterfeit, free from any and all encumbrances, liens, attachments, disputes, legal flaws or any agreement of sale etc.
- iv. Any documents as required by Servify shall be submitted by the Customer, failure to do the same may result in cancellation of the Program at the sole discretion of Servify.
- v. Customer shall indemnify and keep indemnified Servify 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 Servify 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. Servify and Samsung shall have the right to defend them, pursuant to this Clause, at Customer's cost. Servify 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 Customer or any third party, in connection with the Plan. It is expressly provided that transaction shall be between Customer and Servify only.
- vi. Customer acknowledges 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 Servify. All material and content contained is made available for Customer's 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.
- vii. 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 Customer's requirements or aspirations, timeliness, security, the results or reliability of the Program , delay in sending or receiving the SMS for participating

in the Program, or the delivery, pick up, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, Program, benefits or awards acquired or obtained through the Program or any transactions effected through the Program; (b) Customer expressly agree, Customer's availing the benefits under this Program, is at Customer's 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.

- viii. Servify and Samsung shall not be responsible for any loss, injury or any other liability arising out of availing of the Program.
- ix. Servify 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.
- x. Customer providing any incorrect information or concealing/withholding any information from Servify with intent to avail the Program will automatically be barred from availing the Program benefits.
- xi. Servify 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.
- xii. Failure by Servify or Samsung to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, Servify may assign any of its rights within the Plan to any party without prior intimation to You.
- xiii. Any disputes under the Program are subject to Indian law. Any dispute arising out of this Program shall first be attempted to be resolved amicably through negotiations. The Courts at Mumbai shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Program and/or this T&C. Customer acknowledges and agrees that Samsung shall have no liability towards Customer under this Program and all claims that Customer may have with regard to Program Plan shall solely be between Customer and Servify.

**5. Support Contact Details:**

- i. Servify Customer Service Number: 1800 123 333 888 (Toll Free), All days, 9am to 9pm.
- ii. Servify Customer Service Email ID: [support@servify.tech](mailto:support@servify.tech)

**6. For more details on the Samsung Care+ program, please visit:**

<https://www.samsung.com/in/offer/samsung-care-plus/>

Program terms and conditions for Samsung Care+ are available at –

<https://images.samsung.com/is/content/samsung/p5/in/samsungcareplus/images/pdf/tnc-sc-plus-all-plans.pdf>