

SAMSUNG UPGRADE PROGRAM

TERMS AND CONDITIONS

The Buyback Services (“Services”) will be provided by a designated partner assigned by Samsung India Electronics Pvt. Ltd at its sole discretion and you agree to the Terms of Use of the exchange partners before availing the same. Samsung is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on any information contained either on the exchange partner’s Terms of Use or the services provided by them.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE AVAILING SERVICES. WORDS USED AS “US” “OUR” AND “WE” REFER TO the exchange partner AND “YOU”, “SELLER” AND “YOUR” REFER TO THE CUSTOMER.

TERMS OF USE:

By proceeding in your quoting process you are agreeing that you are the legal owner of Device being sold and in order to sell through the exchange partner, you are agreeing to the following:

A. Use of Service:

1. You certify that you are the legal owner of the device that you want to sell.
2. All quotes are pending our evaluation of the device and no binding offer is made until we have had a chance to inspect the device. We reserve the right to change our quote at any time.
3. Should your device bought on our behalf , upon inspection is found to be A) a different brand or model than originally quoted, B) missing any parts or accessories not captured on valuation, C) in a different condition than stated, we reserve the right to change or revoke our offer.
4. Lawful Sales Only. You must have a stored copy or a photocopy of id proof and indemnity bond signed which proves that you own the right, title and all legal interest in the device or other items/accessories that you sell to us. The device and/or item you sell via our platform (including all related materials, software and add on hardware) may not be counterfeited, stolen, or contain harmful or offensive content of any nature. Seller should agree to hold us harmless and indemnify us from any and all loss of any nature, including fees, costs, judgments, liens and reasonable attorney's fees, arising from any threatened or actual legal action should you violate this term and condition of this Agreement.
5. We reserve the right to modify this Agreement at any time without giving you prior notice. Your use of our Services, following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. Terms and conditions modifying the Agreement are effective immediately upon publication.
6. As part of this continuing process, you acknowledge and agree that the exchange partner may stop (permanently or temporarily) providing the Services (or any features

within the Services) to you or to users generally at the partner's sole discretion, without prior notice to you.

B. Use of Service:

Use of the Services are entirely at your own risk and in no event shall Samsung and the exchange partner be liable (whether under the law of contracts, torts or otherwise) for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other monetary or other damages, fees, fines, penalties or liabilities (collectively "damages") whatsoever arising out of or relating to the Services.. You agree to defend, indemnify and hold the exchange partner, and its officers, directors, employees, representatives and agents harmless from and against any claims, actions, demands, liabilities, judgments, and settlements, including without limitation, reasonable legal fees resulting from or alleged to result from your use of these Services.

We assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorised access to or alteration of data/information of a property or a project. We shall not be responsible for any problem or technical malfunction on-line-systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problem or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to any customer and/or User or to any other person's computer related to or resulting from participating or downloading materials/information from the Services.

C. Unenforceable Provisions:

If any provision of these Terms of Use is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of these Terms of Use.

D. Restrictions on Use:

You may use the Services only for your own personal, non-commercial use. You agree not to use any automated data collection methods, data mining, robots, or scraping or any data gathering methods of any kind on this Service.

E. Disclaimer:

The contents on the Services could include technical inaccuracies or typographical errors. Also, the exchange partner may make changes or improvements to the Services at any time. The contents on the Services or any information are provided "as is" and "as available" and without warranties of any kind either expressed or implied, to the fullest extent permissible pursuant to applicable terms and conditions. You (and not the exchange partner) assume the entire cost of all necessary servicing, repair or correction. The above exclusion may not apply to you, to the extent that applicable law may not allow the exclusion of implied warranties. Further, information contained on the Services is for

informational purposes only and should not be relied upon for any purpose. The exchange partner shall not be liable for any results obtained or not obtained as a consequence of the use of the information contained or obtained through the Services.

F. Governing Law and Dispute Resolution:

These Terms of Use shall be governed by and shall be construed in accordance with the laws of New Delhi, India.