

Terms & Conditions

The Buyback Program services ("Services") are provided by Manak Waste Management Pvt Ltd. ("Cashify") and you agree to the Terms of Use of Cashify before availing the same. OnePlus 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 Cashify's Terms of Use or the services provided by them. OnePlus is displaying the Terms of Use as is.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE AVAILING SERVICES. WORDS USED AS "US" "OUR" AND "WE" REFER TO CASHIFY 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 Cashify, you are agreeing to the following:

A. USE OF SERVICE

You certify that you are the legal owner of the device that you want to sell.

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.

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.

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.

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.

As part of this continuing process, you acknowledge and agree that Cashify may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Cashify's sole discretion, without prior notice to you.

B. REPRESENTATIONS

You agree that any registration information you give to Cashify through oneplusstore.in will always be accurate, correct and up to date.

You agree to use the Services only for purposes that are permitted by (a) the Terms of Use and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

You agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

You agree that you are solely responsible for (and that Cashify has no responsibility to you or to any third party for) any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage which Cashify may suffer) of any such breach.

Cashify values and protects the privacy of your information. You agree to the use of your data in accordance with Cashify's Privacy Policy given at <https://www.cashify.in/privacy-policy>

Your account may be disabled and Services may be terminated based upon the representations made by you. The following actions may result in termination of Services:

- i) Impersonating another person or entity with the effect of misleading users about the identity of the creator of content (including misleading account user names, voices and sounds used in broadcasts, and account profile information);
- ii) Impersonating the Services;
- iii) You provide or send any content which may be harmful or detrimental to Cashify or its business associates, or which violates any restriction or policy established by Cashify or its business associates;
- iv) Submission of any content that falsely expresses or implies that such content is sponsored or endorsed by us; and

C. NO WARRANTIES

The Services are provided subject to all of the terms set forth in the Terms of Use.

Cashify makes no express or implied representations or warranties about its Services and disclaims any implied warranties, including, but not limited to, warranties or implied warranties of merchantability or fitness for a particular purpose or use or non-infringement. We do not authorize anyone to make a warranty on our behalf and you may not rely on any statement of warranty as a warranty by us.

Cashify does not warrant that:

- i) that the information on the Services is complete, true, accurate;
- ii) Cashify does not warrant that the Services provided are free of defects or errors.

D. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

Use of the Services are entirely at your own risk and in no event shall OnePlus/ Mobitech Creations Private Limited and Cashify 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 Cashify, 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 assume 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

E. 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.

F. 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.

G. INTELLECTUAL PROPERTY

All trademarks, brands and service marks used in conjunction with the Services offered by Cashify and owned by Cashify shall be the property of Cashify; Cashify shall own all of the copyrights and database rights in the Services. Without Cashify's consent, you may not publish, distribute, extract or reproduce any contents provided by the Services. For use of any third party's intellectual property, you need to get permission directly from the owner of the intellectual property for any use.

As a user of our Services, you acknowledge that any intellectual property which is not specifically mentioned to be owned by Cashify is owned by their respective owners and the owners have a right to take appropriate actions against you in for any violation, infringement and passing off.

Your use of the Services is at all times governed by and subject to laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any party's copyrights, trademarks, patents, trade secrets, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by use of these Services.

Cashify respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights.

H. DISCLAIMER

The contents on the Services could include technical inaccuracies or typographical errors. Also, Cashify 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 Cashify) 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. Cashify 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.

I. 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.

J. OTHER GENERAL TERMS & CONDITIONS

- a. I understand that in the event the device is not working or the pick-up executive is not able to do an iCloud unlock check or screen lock check / IMEI check due to a phone being 'factory reset' or there is any mismatch in the information provided by me regarding the device when checked by the pick-up personnel, then the buyback offer will stand cancelled and the pick-up personnel will not take the old device.
- b. I understand that the price quoted for the old device is the final price offered by the retailer for the old device. The final price will be inclusive of all discounts and other offers available on the product during the exchange program.
- c. I understand that the old device is being bought by the buyback partner and there is no other consideration due from the retailer to me for availing the buyback offer.
- d. Availability of accessories or documents as updated in the exchange form will be taken as is & no exceptions can be done at the time of collection of device. The final price will only be quoted as per details filled and will only change if their validation is incomplete at the time of pick-up.
- e. I understand that the buyback partner will access my device, solely in relation to conducting the assessment of the quality parameters of my device.
- f. I agree to indemnify and keep indemnifying OnePlus, the buyback partner and any future buyer of the device against all or any third party claims, demand, cost, expenses including attorney fees which may be suffered, incurred, undergone and / or sustained by OnePlus, its affiliates, the buyback partner or any future buyer due to usage of the device by me till date and I undertake to make good the same.
- g. I confirm that all the data in the said device will be erased by me before handing it over under the buyback program. I also confirm that in spite of erasing the data manually/electronically, if any data is still accessible due to any technical reason, OnePlus or its affiliates or the buyback partner shall not be responsible for the same and I will not approach OnePlus or its affiliates or the buyback partner for any retrieval of the data.
- h. I hereby give my consent that my personal information that I have provided in connection with this buyback program might be processed, transferred and retained by the buyback partner and other entities involved in managing the program for the purposes of validating the information that I provided herein and for the administration of the program.
- i. I understand once a device is handed over by me to the pick-up associate of buyback partner, in no scenario can this device be returned back to me.
- j. I understand that different yields will be provided for different devices.
- k. I understand that the new device delivery and the old device pickup will happen at different points in time and I shall keep the old device ready to be given for exchange as agreed with the buyback partner.