

Buyback Guarantee Plan ("Plan")

1. The Plan

This Buyback Guarantee Plan ("Plan") powered by Servify, guarantees buyback value for OnePlus 7 series Devices ("Device") sold by Offline stores and oneplus.in authorised by OnePlus (refer to Annexure A for the list of eligible stored). The Plan protects the value of your OnePlus 7 series against market fluctuations and insures an assured buyback value of your device. This guaranteed buyback value will be credited to your bank account provided the OnePlus 7 series device is returned and an upgraded OnePlus model is purchased within 15 days, through the offline and oneplus.in sales channel authorised by OnePlus.

2. Plan Term

On successful purchase of the Plan, the Plan activation for your OnePlus 7 series device happens automatically. The benefits under the Plan shall be effective from 3 (three) months till 12 months from the date of purchase of OnePlus 7 series device.

3. Plan Eligibility

- a) The Plan will be available for purchase from select eligible OnePlus Exclusive Offline stores, oneplus.in and OnePlus Care App. The Plan must be purchased along with the Device or, must be purchased within 15 days from the date of purchase of the OnePlus 7 series device.
- b) On successful purchase of the Plan an automated email/SMS with the Plan Activation confirmation will be sent on the registered contact details shared at the time of Plan purchase.

4. Definitions

- a) "Registered" Device
The Device (referring to the IMEI or Serial Number) for which the Plan was purchased from the Offline stores and oneplus.in authorised by OnePlus within the stipulated time period of 15 days from the date of purchase of the Device is termed as the "Registered Device"
- b) Customer
The purchaser of the Registered Device whose name is mentioned on the original device invoice is the Customer. The purchaser's spouse, children and parents can be the users of the Registered Device. If the purchaser is a company, Customer shall nominate any representative/employee of the company authorized to use the Registered Device.
- c) Plan Fee
 - i. It is the responsibility of the Customer to purchase the correct Plan as per the variant of OnePlus 7 series Device
 - ii. In case the Customer has purchased a Plan that does not match with the corresponding OnePlus 7 series variant, Servify would charge the difference in the Plan fee at the time of availing the benefits under the Plan.
 - iii. The Plan Fee has to be paid in full and in advance by the customer at the time of purchasing the Plan from the OnePlus Exclusive offline stores and oneplus.in or the OnePlus Care App.
- d) Benefits Value
The buyback value of your Device at any given point of time within the Plan validity is determined by the age of the Device from the Invoice date of your OnePlus 7 series. The eligible buyback value is a certain percentage of the Invoice value (ASP) of the OnePlus 7 series device as described in the table below. The Buyback Value is defined in INR as below -

Product Name	Between 3 to 5 Months	Between 6 to 8 Months	Between 9 to 12 Months
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OnePlus 7 - Speed Orange 10GB RAM + 256GB Storage	35699	28049	20400
OnePlus 7 - Midnight Black 8GB RAM + 256GB Storage	32199	25299	18400
OnePlus 7 - Midnight Black 8GB RAM + 128GB Storage	29399	23099	16800
OnePlus 7 - Thunder Purple 8GB RAM + 128GB Storage	29399	23099	16800
OnePlus 7 - Mirror Black 8GB RAM + 128GB Storage	29399	23099	16800
OnePlus 7 - Mirror Black 6GB RAM + 128GB Storage	26599	20899	15200

*Sample Pricing

5. Scope of Service under the Plan

Provided the Registered Device is handed over to Servify or its authorized channels in its entirety during the Buyback Request & that you have followed all the instructions to complete Quality Check and have submitted all the documents (if requested) and have purchased the Registered Device and an upgraded OnePlus model from the Offline store and oneplus.in in India, the customer will be eligible to avail the benefits of the Plan within the Plan Term.

6. Buyback Request Process

Raising a Buyback Request

- a) Within the Plan Term, if the Customer wishes to upgrade the Device to a new OnePlus model, the Customer shall purchase the new OnePlus model from the offline sales channel
- b) A buyback request must be initiated (“Buyback Request”) via OnePlus Care App on OnePlus 7 series Device within 15 days from the date purchase of the new OnePlus model. If the BuyBack Request is initiated beyond 15 days from the date of purchase of the new OnePlus model, the Customer shall not be eligible for the buyback plan.
- c) The Customer is requested to follow the instructions on the App to complete the quality check (“QC”) procedure and provide all the details/documents/images of the new OnePlus model as well as of OnePlus 7 series.
- d) Subject to the Customer providing required details/documents/images etc. as mentioned on the OnePlus Care App and subject to the Device passing the quality check (“QC”) specifications as listed below under “QC Specifications”, the Buyback Request shall be approved. Please note, an online quality / diagnostic check will be conducted while raising a Buyback Request. No test shall be skipped by the Customer, if skipped Servify may deny the benefits. If the QC does not pass, the Customer shall not be eligible for the buyback plan.
- e) On approval of the Buyback Request, a pickup from the Customer premises (address to be entered by the customer while raising the request) shall be arranged for the Device.
- f) At the time of Device pickup (as applicable), QC of the Device shall be conducted by the applicable personnel of Servify and subject to the Device passing the quality check (“QC”) specifications as described below, the Device shall be picked up. If the QC does not pass, the Customer shall not be eligible for the buyback plan.
- g) Post the pickup of OnePlus 7 device, an inspection will be conducted. Based on the inspection the device will be eligible for the Plan benefit.
- h) Upon successfully passing all the QC checks including QC instructions on the App, inspection while pickup and diagnosis by the experts at inspection hub, the device will be eligible for the benefits. This guaranteed buyback value will be credited to your bank account within 30 working business days.

QC Specifications

- a) The original charger and charging cable of the original Device need to be returned in working condition along with the original Device while availing the Assured Buyback Plan. The original charger and charging cable should be in working condition, without any body damages or missing parts. In case the Customer fails to provide the original box, charger and other accessories for the original Device under the conditions specified above, Assured Buyback Value shall be reduced by 15% of the original Invoice Value.

- b) The original Device is switching on and remains in the on mode for a minimum of 10 minutes without being connected to a charger.
- c) The serial number and IMEI of the original Device provided to the Customer from the Platform matches the serial number of Device at the time of pickup/drop.
- d) Device screen and the body of the original Device is not in damaged or broken condition and the original Device is in working condition.
- e) There are no cracks in the body of the Device or on the screen.
- f) Screen lock is not active (all forms of screen locks like pattern, pin, password, fingerprint, face recognition, smart Lock, etc. need to be deactivated).
- g) In case any of the above conditions are not met, Servify or its affiliates reserve the right to reject the Buyback Plan redemption.

7. Cancellation And Refund

The Buyback Guaranteed Plan has a return/cancel policy of seven (7) days from the date of purchase, whereas thereafter on lapse of seven (7) days it shall be non-refundable. Also, in case of replacement/return of the Device within the replacement/return period (if applicable), the Buyback Guaranteed Plan shall stand cancelled and the Fee shall be refunded to the Customer through the mode Plan is purchased within period of Seven (7) working days.

8. Transfer Of Plan

- a) The plan is non-transferable.
- b) The transfer of ownership of the Device to another party will render the Plan & its benefits null and void.
- c) If the Registered Device is replaced under Manufacturer's Warranty during the Plan Term, then the replacement Device will be termed as Registered Device, with the applicable Plan benefits for the remaining period of the Plan Term. Customer will notify Servify of the same at the time of raising the Buyback Request.

9. General Terms

- a) The Plan may be availed by an Indian citizens of 18 years and above of age.
- b) By availing the Plan, Customer consent to the information shared while purchasing the Plan at the OnePlus Exclusive Offline stores and oneplus.in, such as name, mobile number, email Id etc. to be used for Plan related communications and promotional messages. The Customer also consents to the information being stored in the servers of Servify.
- c) By agreeing to avail the Plan, the Customer hereby represent, warrant and covenant that:
 - i. The Customer is the sole, absolute and lawful owner of the Product;
 - ii. The Product has been used by the Customer in accordance with the applicable laws of the land.
 - iii. The Product 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.
- d) Any documents as required by Servify shall be submitted by the Customer, failure to do the same may result in cancellation of the Plan for the Customer in the sole discretion of Servify.
- e) The Customers shall indemnify and keep indemnified Servify or OnePlus 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 or OnePlus may incur, pay or become responsible as facilitator as a result of breach or alleged breach of the representations or obligations of the Customers under the T&C hereunder, any failure by the Customers to comply with applicable law and any third party claims Servify or OnePlus shall have the right to defend themselves, pursuant to this Clause, at the cost of the Customers. Servify 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.

- f) Customers 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 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.
- 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 the Customer's 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) The Customer expressly agree that his/her availing the benefits under this Plan, is at his/her 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) Servify and OnePlus shall not be responsible for any loss, injury or any other liability arising out of availing of the Plan.
- i) By availing the Plan, Customer/s confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive updates and promotional messages / SMS / Email / Call for current and future Plan/Contests/Campaigns from Servify.
- j) 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.
- k) This Plan is neither assignable nor transferable under any circumstance, unless specifically provided hereunder.
- l) Any Customer providing any incorrect information or concealing/withholding any information from Servify with intent to avail the Plan will automatically be barred from availing the Plan.
- m) 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 the Customer.
- n) Failure by Servify or OnePlus 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 Customers.
- o) 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 New Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Plan and/or this T&C.

10. Support Contact Details:

- a) OnePlus Customer Service Number: 1800 102 8411 (Toll Free)
- b) OnePlus Customer Service Email ID: support.in@oneplus.net
- c) Servify Customer Service Number: 1800 123 333 888 (Toll Free), All days, 9am to 9pm
- d) Servify Customer Service Email ID: support@servify.tech