

## **Exchange FAQs: -**

### **1. How does Exchange work?**

It is service provided by InstaCash and it can be availed only through an offline store where InstaCash exchange is available and customer is Upgrading to a new selected model of OPPO.

### **2. What are the conditions for device to be eligible for exchange?**

The phone should be in working condition without any physical damage on screen or phone body. All the screen locks should be disabled and OEM account should be unlocked.

### **3. Can I provide different address at the time of order creation and then change it for pickup?**

No, the address mentioned by you at the time of order creation would be used for pickup of old device. Ideally the delivery address should be the residential address in this case.

### **4. Can I hand-over a different device in exchange?**

No, the device being handed over should have the exact details as mentioned during time of purchase. The exchange device would not be picked up in case of any mismatch.

### **5. Can I exchange more than 1 old device?**

No, only one old device can be exchanged per order.

### **6. When will I get my exchange value?**

InstaCash service engineer or representative will come to your doorstep for physically evaluating the gadget's condition and match it to the conditions you mentioned while generating the quote. If the conditions of your device match with the provided description, the representative will pay you the mode of payment chosen by you at the time of placing the order.

### **7. Can I return the new phone purchased in case my exchange device is rejected during pick up?**

The new phone purchased at store cannot be returned even if the exchange device is rejected during pick up.

### **8. Any checklist before I handover my device?**

Kindly ensure all your data is backed up and cleared from your old phone before exchange. You may also remove the memory card. In the event the device is not working, or the pickup executive is not able to do an OEM unlock check, or screen lock check / IMEI check due to a phone being "factory reset", the exchange device will not be picked up.

**9. Do I need to handover all original accessories and packaging for the exchange device?**

Yes, If you have selected original accessories and packaging box options as “Available” during the order placement process then you need to provide the same.

**10. How do I get my exchange product back?**

Once the exchange device is picked up, the same would not be returned.

**11. Do you charge something for picking up my gadget?**

We charge ₹175 for every attempt of customer doorstep successful pickup.

**12. Do I need to give the original invoice also?**

Devices with company warranty will fetch you better prices. So, if you claim your device to be under warranty, then we would require the original invoice to be submitted at the time of sale.

**13. What if during pick up the condition of the gadget doesn't match to the one, I provided on InstaCash?**

If at the time of pick-up there is a mis-match in the IMEI, Screen Condition, OEM Lock Condition or any other physical condition, then the phone shall not be picked up and order shall be rejected.

**14. What if I have my personal data on the exchange device?**

You must ensure to delete all data on your device before handing it over for exchange. OPPO or InstaCash or its affiliates will not be responsible for any data that may be retained on the phone.

**15. Who handles the custody of device after exchange order placement at store?**

- You shall take back the old device with you after exchange order placement at store.
- InstaCash shall pick-up your old device after due verification from your mentioned address and endeavour shall be to pick it up within 48-72 hours of order placement.

**18. What if my pickup is delayed?**

Don't worry we'll get back to you. You may get in touch with InstaCash's customer support and share your service number. And we'll take care of the rest.

**19. How can I contact you regarding queries, concerns and resolution related to InstaCash?**

You may contact us on [oppo@getinstacash.in](mailto:oppo@getinstacash.in) or 0141-4232324 All Days [10 a.m. to 7 p.m.]

## Legal Terms & Conditions: -

1. The participation in the Exchange Offer (referred as "Offer") is open only for the Indian citizens of 18 years of age or above. (referred as "Participant")
2. By agreeing to participate in the Offer, the Participant hereby represent, warrant and covenant that:
  - a. The Participant is the sole, absolute and lawful owner and/or user of the said phone offered for exchange (referred as "Device");
  - b. The Device has been used by the Participant in accordance with the applicable laws of the land.
  - c. The Device along with all its accessories, wherever applicable, under the Offer is genuine and is not counterfeit, free from any and all encumbrances, liens, attachments, disputes, legal flaws, exchange or any agreement of sale etc.
  - d. The details of the Device, including its condition, are as stated at the InstaCash App.
3. By participating in this Offer the Participant agrees and understands that all transactions on Platform are subject to the terms and conditions associated with creating an InstaCash login account.
4. The exchange transaction shall be a biparty agreement between Participant and InstaCash ("Exchange Partner") and at no time shall OPPO be considered a party to the same.
5. Any documents as required by InstaCash in relation to such offer shall be submitted by the Participant, failure to do the same may result in cancellation of the Offer for the Participant in the sole discretion of InstaCash.
6. The residents of any state within territory of India, wherever prohibited by Law shall not be entitled to participate in this Offer as applicable.
7. OPPO/InstaCash reserves the right to cancel, modify, extend, or withdraw the Offer prematurely at their sole and absolute discretion.
8. The Participants shall indemnify and keep indemnified OPPO 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 OPPO/InstaCash may incur, pay or become responsible as facilitator as a result of breach or alleged breach of the representations or obligations of the Participants under the T&C. Hereunder, any failure by the Participants to comply with applicable law and any third party claims. InstaCash shall have the right to defend themselves, pursuant to this Clause, at the cost of the Participants. InstaCash 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 Participant or any third party, in connection with the Offer. It is expressly provided that transaction shall be between Participant & InstaCash only.
9. InstaCash shall not be responsible for any loss, injury or any other liability arising out of availing of the Offer.
10. InstaCash 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.
11. This Offer is neither assignable nor transferable under any circumstance, unless specifically provided hereunder.
12. OPPO/InstaCash are not responsible for any malfunction server error! Technical fault of any kind either at the Participant's end or on the Platform, which prevents the Participant from availing the Offer.

13. OPPO/InstaCash shall not be responsible for downtime on the services, caused due to technicalities (like failure of hardware equipment, configuration issue, network congestion), or due to decisions/changes in regulations that are carried out by TRAI, R.B.1, DoT or any other regulatory body.

14. This Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of OPPO/InstaCash ("Force Majeure Event"). OPPO/InstaCash shall not be liable for any delay or adverse effect caused to this Offer there under as a result of a Force Majeure Event. OPPO/InstaCash shall intimate the suspension of Offer caused as a result of such Force Majeure Event to the Participants within reasonable time.

15. Any Participant providing any incorrect information or concealing/withholding any information from OPPO/InstaCash with intent to avail the Offer will automatically be disqualified from participating in it. Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Operator number, domicile etc., by the Participant or dispute with the platform, shall entitle OPPO/InstaCash to disqualify him/her without any further intimation.

16. InstaCash/OPPO reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer or any part thereof including the eligibility criteria, the T&C and gratification 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 Participant.

17. Failure by OPPO/InstaCash to enforce any of their rights at any stage does not constitute a waiver of these rights. Further, OPPO/InstaCash may assign any of its rights within the Offer to any party without prior intimation to Participants.

18. OPPO/InstaCash does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Participants.

19. Apart from the entitlement to the Exchange Value, the Winners or their legal heirs/successors/ representative will have no other rights or claims against OPPO, its owners and affiliates. Maximum aggregate liability of InstaCash shall not exceed the Exchange Value of the concerned Device in case of any dispute, in pursuance to the terms and conditions herein.

20. No correspondence shall be entertained with regard to any aspect of the Offer, except as specified.

21. Any dispute arising out of this Offer and terms & conditions of this Offer shall first be attempted to be resolved amicably through negotiations. In the event, amicable settlement fails, dispute shall be referred for Arbitration to a Sole Arbitrator to be appointed by InstaCash whose decision shall be final and binding on all. The place of arbitration shall be Jaipur. The Courts at Jaipur shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.

22. OPPO/InstaCash may require the Participants to participate in any promotional activities (such as publicity and photography) free of charge, and he/she consents to the usage of his/her name, photograph, film recording, portrait, picture, voice, likeness and biographical information for media coverage, news or information and for advertising or promotional purposes in any media for an unlimited period without remuneration ("Publicity Material"). The license to use the Publicity Material shall survive the termination or expiry of this Offer.

23. Participants acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP/Desktop, Platform and all material or content related to the Offer shall remain, at all times, owned by OPPO/InstaCash and/or their respective owners. All material and content contained is made available for Participant'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.

24. 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 Participant's requirements or aspirations, timeliness, security, the results or reliability of the Offer, delay in sending or receiving the SMS for participating in the Offer, or the delivery, pick up, quality, quantity, merchantability, fitness for use or non-infringement in respect of any Foods, services, benefits or awards acquired or obtained through the Offer or any transactions effected through the Offer : (b) The Participant expressly agree that his/her participation in the Offer 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.