

VZYassurance Buyback Scheme Terms & Conditions

The VZYassurance Buyback Scheme (“**Scheme**”) is an optional value-added program offered by Dish Infra Services Private Limited having its registered office at 1st Floor, B-29, Okhla Phase-1 New Delhi-11020 (“**Company**”) to eligible customers of VZY televisions (“**Product**”). By opting for the Scheme, the customer agrees to the following terms and conditions:

1. ELIGIBILITY TERMS

- a. The Scheme is available only for customers who have purchased a new VZY TV from authorized VZY dealers or the official VZY website/app.
- b. The Scheme becomes effective only after completion of three (3) years from the date of original purchase invoice.
- c. Only the first owner of the Product can avail the Scheme
- d. Product should have all the original accessories like Remote, Cables, stand etc.) and should be in a working condition for instances switch on / off, audio and video plays, no visible damage to the hardware like screen, main TV unit or TV stand.
- e. Product serial number should not have been tampered.
- f. All accessories provided at the time of purchase of Vehicle should be returned in working condition including original invoice.
- g. Only one buyback request can be made against one VZY TV unit purchased under this Scheme.

2. BUYBACK REQUEST & INSPECTION

- a. The customer may raise a buyback request through the official VZY website/app or VZY Customer Care, any time after completion of three (3) years from the date of purchase.
- b. Upon receipt of such request, the Company shall arrange for its authorized representative/agency to visit the customer’s premises (visit charges may be applicable) , at a mutually convenient time, to:
 - i. Verify ownership and details of purchase of the Product; and
 - ii. Inspect the physical and functional condition of the Product to ascertain valuation that can be extended to the customer as Offer to buy back by the Company.
 - iii. Any other assessment as may be deemed fit and proper by the Company.

3. VALUATION & OFFER

- a. Pursuant to the successful inspection basis internal valuation parameters, the authorized representative/Company shall communicate to the customer the Buyback Offer Value (“Offer”), as assessed by the authorized representative/Company.
- b. The Offer shall be extended solely at the discretion of the Company’s including of stocks.
- c. The customer is free to accept or reject the Offer.
- d. The Offer is valid only when the customer upgrades to and purchases a new VZY TV at the same time.

e. The Offer value will be adjusted as a discount against the invoice value of the new VZY TV. No cash, bank transfer, or standalone payout will be made.

4. EXECUTION OF BUYBACK

a. If the customer agrees to and accepts the Buyback Offer of the Company:

- i. The authorized representative/agency shall collect the old TV from the customer's premises.
- ii. The customer shall, purchase a new VZY upgraded TV under this Scheme through an authorized VZY dealer or the official VZY website/app.
- iii. The Buyback Offer Value shall be adjusted as a discount against the price of the new VZY TV as per the prevailing process of the Company.
- iv. The customer shall pay the balance amount (if any) for the new TV, after adjustment of the Buyback Offer Value.
- v. Delivery and installation of the new TV will thereafter be made to the customer, subject to availability and standard Company delivery timelines.
- vi. The Ownership and title of the old TV shall pass to the Company upon pick-up. The customer shall execute relevant documents for transfer of ownership as may be desired & instructed by the Company.

b. If the customer declines the Buyback Offer, no transaction will be concluded, and the Company shall have no further obligation under that request.

5. LIMITATIONS

- a. The Scheme is not a guaranteed repurchase program. The Company's only obligation is to provide a buyback Offer after 3 years from the date of purchase of VZY TV, at its own assessed market value.
- b. The Company is not bound to accept any alternate valuation suggested by the customer or a third party.
- c. The Scheme may be withdrawn, suspended, or modified at the Company's discretion without prior notice.
- d. The Scheme is non-transferable and cannot be combined with other offers unless expressly allowed by the Company.

6. GENERAL

a. By entering into this Scheme, the customer agree to indemnify and keep Company harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by Company as a consequence of (i) violation of terms of this Policy by the customer; (ii) violation of applicable laws; (iii) any action or inaction resulting in willful misconduct or negligence on the Customer's part.

b. Buyback Scheme is subject to federal, state and local laws and regulations and is void where prohibited by law. In the event that the operation, security, or administration of the Buyback Scheme is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Company may, in its sole discretion, either: (a) modify the terms of the Scheme

or cancel the Scheme without prior notice; (b) suspend the Scheme to address the impairment and then resume the Scheme in a manner that best conforms to the spirit of these laws.

c. The operation of the Buyback Scheme is subject to force majeure events and on the occurrence of such an event, the scheme may be withdrawn at the sole discretion of the Company and the Company shall not be liable for damages under any circumstances.

d. This scheme is valid only on a limited inventory and is valid only for a limited period of time.

e. All taxes or liabilities payable to any regulatory authority shall be borne by the customer and/or billed to the account of the customer.

f. The Company's decision regarding eligibility, valuation, and buyback shall be final and binding.

g. Any disputes in relation to the Scheme shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. A sole arbitrator shall preside over the arbitration proceedings with such sole arbitrator appointed by the Company. The seat of such arbitration shall be Delhi/New Delhi.

h. The Scheme and the Terms and Conditions herein shall be governed by the laws of India within the exclusive jurisdiction of courts of Delhi/New Delhi.