

HP Upgrade Program – India

Terms and Conditions

HP India (“HP”) offers the HP Upgrade Program (the “Program”) subject to the following Terms and Conditions. By enrolling in the Program, you are agreeing to these Terms and Conditions.

- 1) **The Program.** The Program is offered to interested customers (You) who opt to avail the same, consisting of the purchase of certain eligible HP Notebook(s) and HP Care services. The Program is available at select HP World Stores and on HPShopping.in only.
 - a) **Eligible HP Notebook.** The HP Notebook products eligible for purchase under the Program that are listed on www.hpshopping.in/hpupgrade.
 - b) **HP Care Services.** The Program comprises of 3 yrs of HP Care Services and includes the following:
 - i) Three year extended warranty
 - ii) Three year Accidental Damage Protection (ADP) subject to the [ADP T&C](#)
 - iii) McAfee Antivirus – You will be receive a three year McAfee Internet Security activation key in your registered email ID.
 - c) **Eligibility Period.** Offer benefit certificates shall be processed and emailed on the registered email id within 30 days from the date of receipt of offer fee. In case of any delay in processing, you will be informed through email. You are eligible to avail the benefits only after the certificates are emailed to you and extend to a maximum of the 3 yrs from the date of laptop purchase.

- 2) **Guaranteed buyback.** The program gives the facility of a guaranteed buyback.
 - a) HP laptops sold under this program would be eligible for a minimum buyback value guarantee.
 - b) The guaranteed value will be available through select HP World Stores. To avail this value, consumers can turn in their old device (bought under the program) at these stores and use the buyback value in form of discounts on any new purchase in the store.
 - c) HP will check the real-time current value, the assured buyback value, and furnish the higher of the two.
 - d) There will be no credit note given and the new purchase must be made on-the-spot.
 - e) The guarantee will be eligible from month 12 to month 36, from the time of purchase. You can however choose to exchange your HP laptop outside that time window as well, without the minimum guarantees applying.
 - f) The buyback value guarantees will apply only if the device is in good condition and confirms to the below standards –
 - i) Device powers on and is fully functional
 - ii) Processor, RAM, and Video Card are as per original specifications
 - iii) Battery is an HP battery
 - iv) Screen has no blurs, spots, lines, or damage
 - v) The casing is not damaged and has no permanent markings
 - vi) No missing keys
 - vii) Ports are not damaged
 - g) If any of the above problems are present, the device is not eligible for guaranteed buyback value and can be traded-in on a freshly evaluated value.
 - h) Missing Hard Drive, or Adaptor is allowed but the guaranteed buyback value is reduced accordingly.

- i) The calendar month of laptop purchase is counted as month 1. The buyback value guarantee is the percentage of laptop purchase price (pre-GST), as given in the below table.

Calendar Month (from laptop purchase)	Buyback Guarantee % (of pre-GST purchase price)	
	HP 14/15	Pavilion
12	40%	34%
13	38%	32%
14	36%	30%
15	34%	28%
16	32%	28%
17	30%	26%
18	30%	26%
19	29%	25%
20	28%	24%
21	27%	23%
22	27%	23%
23	26%	22%
24	26%	22%
25	25%	22%
26	24%	21%
27	24%	21%
28	24%	21%
29	23%	20%
30	23%	20%
31	23%	19%
32	22%	18%
33	21%	17%
34	21%	17%
35	20%	16%
36	20%	16%

3) **Payments.** You can pay for the laptop in two ways –

- a) Complete payment upfront – You can pay the complete amount for the laptop. This option will not involve any monthly payment.
- b) Credit Card Financing - You pay through eligible credit cards (Indian).
- c) The amount charged on the credit card may be converted to a consumer loan for 12 or 24 months as per consumer choice. The 12 month term is net interest free and 24 month term requires consumers to pay net 7.5% interest rate. You will be charged an additional 3.5% interest amount and this 3.5% amount is payable back to you and will be given as instant discount when you pay to enroll for the program online.
 - i) Once the amount is charged on the credit card, it is subject to Bank's approval before conversion to consumer loan. Each Banks reserve the right of final decision on financing. They

will work on their Pre-approved customer base, Bureau, CIBIL Score, Income and Credit Card Programs.

- ii) There is no processing fee applicable.
 - iii) Payments charged to the credit card are directly payable to the respective Bank that has issued the credit card. HP shall not be responsible and/or liable for issue arising out of such transaction and the same would have to be dealt with directly with the issuing Bank.
- 4) **Online signup.** Once you purchase the laptop, you can pay the signup fee and enroll online at <Insert link> within 15 days from date of purchase.
- a) If you choose to pay for the laptop through the special financing options of 12 and 24 month payments, you will be charged a 3.5% interest amount in addition to any other charges that may apply.
 - b) This 3.5% amount is payable back to you and will be given as instant discount when you pay to enrol for the program online.
 - c) Please note that the discount liability will only be up to the value of the signup fee. HP will not be liable for any amount beyond that.
- 5) **Account and Privacy.** You must be at least 18 years of age or otherwise have the legal capacity to enter into these Terms and Conditions. By opening an account with HP and enrolling in the Program, you agree that HP, its subsidiaries, the Bank and HP's authorized service providers may collect, maintain, process, transmit, use and share certain of your personal information, such as name, address, email address, your location, your loan and loan status, for the purpose of providing services and performing obligations under this Program. The collection and use of your information by HP and its subsidiaries shall be governed by [HP's Privacy Statement](#). Information collected by the Bank and HP authorized service provider shall be governed by their respective privacy policies. HP may communicate with you through e-mail for the purpose of administering the Program, including your account, Program features, services and promotions, warnings, reminders, and changes to the Program or the Terms and Conditions.
- 6) **Purchase, Price and Limitations.** By purchasing the HP Notebook under HP Upgrade Program, you agree to the terms set forth in this Terms & Conditions. HP reserves the right to limit enrollment to the Program, or to change the price of an eligible HP Notebooks under the Program at any time prior to you placing your order. You agree that HP Notebook(s) and HP Care Services under the Program are for your own use as an end-user customer and not for resale. HP reserves the right to cancel any order if HP reasonably suspects resale activity.
- 7) **Data on the Notebook.** While the HP team will guide you on any data backup queries, it is your sole responsibility to back-up any files or data from your Notebook. Data recovery is not a part of the Program and neither HP nor any HP authorized service providers accept responsibility or liability for lost files or data.
- 8) **General**
- a) The Program is available to qualified end-user customers residing in India.
 - b) If any provision (or part of any provision) of these Terms & Conditions is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Terms & Conditions and shall in no way affect the legality, validity or enforceability of the remaining terms.
 - c) You should keep copies of these Terms & Conditions and any sales receipt or other materials relevant to your purchase of the Notebook. HP reserves the right to substitute, change, cancel or add to any part of these Terms & Conditions at any time, including terminating the Program or

modifying the HP Care for Notebook Terms & Conditions. In the event the Program is terminated, you will still be responsible for any outstanding balances due under the terms of your credit card agreement with the issuing Bank.

- d) HP's service, support and warranty commitments do not cover claims resulting from:
 - i) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 - ii) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
 - iii) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
 - iv) malware (e.g. virus, worm, etc.) not introduced by HP;
- e) In no event shall HP India be liable and/or responsible for claims arising out of or in connection with the use of the Bundled Third Party Software. For issues, if any, HP India shall assist You in resolving the issue along with the respective owner of the Bundled Third Party Software.
- f) Notwithstanding anything contained hereinabove, in no event shall HP India be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages.