

VODAFONE TRADE IN TERMS AND CONDITIONS

FOR RETAIL AND DIGITAL TRADE INS

The following terms and conditions apply to Vodafone's Retail and Digital Trade in Offers (together the "**Trade in Offer**"). These terms apply in addition to any General Terms and Conditions under which you enjoy access to Vodafone's services and form part of your contract with us.

By availing of the Trade in Offer, you are deemed to have read and agree to be bound by the following terms and conditions:

1. Retail (In-Store) Trade in

1.1 What is the Retail Trade in Offer?

When purchasing a new smartphone in-store from Vodafone, Eligible Customers may trade in a smartphone meeting the requirements set out in section 3 below (an "**Eligible Trade in**") and receive:

- (a) a discount off the purchase of a new pay monthly, pre-pay, upgrade or SIM-free smartphone from Vodafone; or
- (b) in-store credit against accessories; or
- (c) in the case of bill pay customers, credit applied to your mobile phone account, which will be credited to your next bill, depending on your bill day ("Credit to Bill").

subject to the terms and conditions below.

1.2 Who can get this offer?

Eligible Customers for the Retail Trade in Offer are any consumer or business prepay or pay monthly customers who are:

- (a) porting into Vodafone;
- (b) first time connecting or
- (c) existing customers upgrading their tariff on the Vodafone network; and

who comply with the requirements below:

(i) Consumer customers

- In these terms, "*consumer*" means an individual who is not a business, not holding themselves out as a business nor selling devices in the course of a business.
- By engaging in the Trade in Offer you agree that:
 - You are resident in Ireland;
 - You are at least 18 years old; and
 - You own the smartphone that you wish to trade in.
- If you are a consumer, these terms will not affect any rights you may have under any law and which we cannot exclude.

(ii) Business Customers

- By engaging in the Trade in Offer, you warrant that:
 - You are based in Ireland;
 - You are authorized to act on behalf of the business; and
 - The Eligible Trade in(s) are owned by the business.
- All mobile phone dealers, stock lists and specialist retailers and distributors of mobile phones are excluded from the Trade in Offer unless a specific exception has been agreed in writing with us or Fonua (our distributor and Trade in management company).

1.3 How can I avail of the Offer?

- (a) A Trade in transaction must form part of the same transaction as the purchase of a new smartphone.
- (b) The Eligible Trade in (described in section 3 below) must be presented to Vodafone retail store sales staff prior to completion of the purchase of a new smartphone in-store.
- (c) Where you hand a Vodafone employee or one of its agents a smartphone for the purpose of a Retail Trade in transaction, this shall constitute an offer by you to sell the Eligible Trade in to Vodafone. No contract will be formed until we have accepted your offer. Our acceptance is made by making a payment to you in accordance with the "Payments" section below.

- (d) Once payment is received for the Eligible Trade in, the Eligible Trade in cannot be returned under any circumstance.
- (e) Trade in values are determined by Vodafone in its absolute discretion and are subject to change from time to time. Vodafone reserves the right to alter Trade in values on various smartphones. Trade in values and recommended retail prices (“RRP”s) on smartphones may vary between in-store and online channels.
- (f) Vodafone will have the final decision on all Trade in values.

2. Digital Trade In

2.1 What is the Digital Trade in Offer?

When purchasing a new smartphone online from Vodafone, Eligible Customers may trade in a smartphone meeting the requirements set out in section 3 below (an “**Eligible Trade in**”) through Vodafone’s approved online trade-in partner, Recommerce, and receive a payment to their bank account in accordance with section 8 (*Payments*) below.

By availing of the Digital Trade in Offer, you are deemed to have read and agree to be bound by the terms and conditions of the Trade in Offer and the Recommerce Terms and Conditions set out in Annex 1 below.

2.2 Who can avail of this offer?

Any new or existing Vodafone customers who own an Eligible Trade in and who comply with the requirements at clause 2 of Annex 1 (General Terms and Conditions for Recommerce) below can avail of the Digital Trade in Offer.

2.3 How can I avail of the Offer?

You can complete a Digital Trade in by visiting Vodafone’s online Trade in portal, completing the device diagnostic and valuation steps, and sending the Eligible Trade in to our partner Recommerce using the provided prepaid shipping label. Payment is issued once the Eligible Trade in is assessed.

3. What is an Eligible Trade in?

3.1 Both the Retail Trade in Offer and Digital Trade in Offer apply to “Eligible Trade ins” only.

3.2 An Eligible Trade in is:

a. a Selected Smartphone;

The full list of Selected Smartphones is available in store for the Retail Trade in Offer and available on the Vodafone online Trade in portal for the Digital Trade in Offer.

Vodafone reserves the right to vary the list of Selected Smartphones from time to time.

b. not Lost, Stolen or Blocked, Fake or derived from Box Breaking (see section 9 below).

3.3 Vodafone will have the final decision on all Trade in values. Our prices are continually checked against other market leaders so you can be sure of getting a competitive price.

3.4 If your smartphone is not in Full Working Order as defined below (for example, where it is scratched, cracked screen etc), it will affect the final value.

3.5 Vodafone reserves the right in its absolute discretion not to accept a smartphone which it deems is not in Full Working Order.

3.6 To be in “**Full Working Order**”, a smartphone must meet the following criteria:

- (i) It must be **complete with no missing, damaged, or cracked parts** (e.g. a stylus for touch screen phones should be included if the phone was originally supplied with one).
- (ii) It must be **functional**:
 - The smartphone must power up and be free from PIN locks.
 - It must be capable of making and receiving a call.
 - All functionalities must work (e.g. Bluetooth, Camera, Wireless).
 - All control buttons (on/off, volume, navigation) and all buttons on the keypad must work.
 - All connection sockets, microphones and speakers must work, and the (IMEI) label should be intact.

- (iii) It must be **free from cosmetic damage**:
 - The display should be clear and fully intact.
 - There must be no fading, no pixels missing, no cracks and no bleeding on the screen.
 - Touch-screens must be free from major scratching and chips.
 - The back cover must also be free from any major cosmetic damage or cracks.
 - Small amounts of wear and tear may be acceptable. This will be assessed by Vodafone in its absolute discretion.
 - (iv) It must be **free from moisture damage** (and signs of moisture damage as signified by the manufacturer's moisture damage indicators).
 - Please note that any liquid that gets inside your smartphone will cause serious permanent damage. Sometimes smartphones will continue to work after liquid has entered but more than likely will stop working within 1 or 2 months. There are tell-tale indicators on some smartphones alerting engineers to moisture damage. Please consult smartphone's user manual.
 - (v) It must be **unlocked from any security locks**. In the case of Apple iPhones, the "Find My iPhone" functionality must be deactivated.
 - (vi) If it has a flip or slider mechanism, it **must open and close properly**.
 - (vii) It must be **cleared of all personal content**. We recommend you back your information up before you trade in your smartphone. For your security we wipe any remaining data from the smartphone and destroy sim/memory cards.
 - (viii) If your smartphone does not meet the above criteria, the value will be reduced.
- 3.7** We do not accept accessories such as chargers, headsets or the original box as they do not increase the potential value of your smartphone.

4. Customer Obligations

- 4.1. Your smartphone and SIM/memory cards can contain private information and may enable unauthorized use of mobile network services. It is the responsibility of the customer to remove the SIM card and any content or data from the smartphone before trading in their smartphone.
- 4.2. If you fail to remove your SIM card or remove any data or content from your smartphone, you agree that we are not responsible for any claims, losses or damages relating to the use of the SIM card or any data or content arising before, or after we receive the smartphone.
- 4.3. Please note that for your security we will destroy any SIM cards or Secure Digital (SD)/memory cards upon receipt of your smartphone.
- 4.4. Vodafone is not responsible for protecting any information on the smartphone and it is not possible for you to obtain any content from the smartphone whether stored on the smartphone or memory card, once a Trade in transaction has been completed.
- 4.5. We strongly recommend you back up such information/content before trading in your smartphone.

5. Payments

5.1. In-Store Trade in

5.1.1. Payment for Trade ins to our retail stores is offered via:

- i. a **Vodafone retail voucher**; or

A Vodafone retail voucher can be used after the sale once proof of purchase (i.e. a receipt) is supplied. The voucher can be used:

- (a) to deduct the price of your new smartphone;
- (b) to deduct the price of an accessory; or
- (c) to deduct the price of Pay As You Go call credit or bill.

*Please note that vouchers provided under this Trade in Offer have an expiry date of 12 months from the date of issue.

- ii. a **“credit to bill” function**.

“Credit to bill” allows you to have your Trade in value credited towards your mobile phone account, which will be credited to your next bill, depending on your bill day.

5.2 Online Trade in

- 5.2.1 Trade ins made online via Recommerce are assessed by Recommerce.
- 5.2.2 Payment will reflect the value of the smartphone which will be calculated based on a diagnostic process.
- 5.2.3 Following assessment, payment will be made to your bank account as set out in the terms at Annex 1 below.

6. Lost, Blocked, Stolen or Fake Smartphones or Box Breaking

- 6.1. Lost, Blocked or Stolen, Fake or Box Broken smartphones are not eligible for the Trade in Offer.
- 6.2. "Lost, Blocked or Stolen" smartphones are smartphones that have been reported as either lost, blocked or stolen in any of the stolen asset registers maintained by CheckMEND which is operated by Recipero Limited at www.checkmend.com.
- 6.3. Smartphones which are "Lost, Blocked or Stolen" will be dealt with in accordance with Irish law. Smartphones will be held pending a claim from An Gardai Siochana, an insurance company or the registered owner and no amounts will be paid to the person who presents such smartphone(s) to us.
- 6.4. "Fake Smartphones" are counterfeit smartphones which are manufactured to resemble products made by another company in breach of copyright and intellectual property rights. We will make no payments to customers for Fake Smartphones, which can be identified by their production quality and IMEI numbers.
- 6.5. We will inform the relevant authorities if there is any suspicion that there is a deliberate attempt to commit fraud. We may reclaim any money paid to you or a business if it is discovered within three (3) months of the Trade in of a smartphone that the smartphone has either been reported "Lost, Blocked or Stolen" or the smartphone is discovered to be a Fake Smartphone.
- 6.6. All smartphones that are traded in are subject to a check performed by "Checkmend", using the unique smartphone identifier (the "IMEI"). If the smartphone(s) is flagged as having been reported stolen, lost, or as part of fraudulent activity, then Vodafone will not be in a position to accept the smartphone and will recommend that you contact the Checkmend service directly.
- 6.7. We may refuse to accept any smartphones which we believe are derived from "Box Breaking". "Box Breaking" is where a business or individual purchases smartphones with the intention

of reselling the phone with no intention of using the smartphone and SIM card together, as was the original intention of the mobile phone network whose SIM card was provided with the smartphone.

7. Your personal information Data Protection

The security and protection of your personal information is extremely important to us. We collect and use your personal information to complete the purchase process and contact you as part of the services we provide. Please read our Privacy Policy for more information about why and how we store and use your personal information. We sometimes use other companies to provide the logistics services, and we may need to pass some personal information to these companies, however Vodafone is still responsible for your information. None of your personal details will be shared with any other organisation without your express permission. Vodafone Ireland and Fonua are registered under the Data Protection Act as processors of personal information.

8. Events Outside of Our Control

Unfortunately, sometimes things happen which we cannot control. Vodafone and Fonua will not be liable or responsible to you for any failure or delay in providing the services or meeting any of our obligations under these terms caused by events outside of our reasonable control, or due to our compliance with any applicable laws or regulations.

9. Information on Trade in and other general matters

9.1 We will not be liable for any loss of use, profits or data or any indirect, special or consequential damages or losses, whether such losses or damages arise in contract, negligence or tort, or otherwise in relation to:

- (a) your use of, reliance upon or inability to use this service;
- (b) any circumstance that is outside of our reasonable control; and
- (c) any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into our agreement with you.

9.2 Nothing in these terms is intended to exclude or limit our liability for death or personal injury, fraud or any other liability which we may not by law exclude or limit.

9.3 In all circumstances our maximum liability to you shall be the current value of your smartphone.

9.4 These terms will be governed by and interpreted in accordance with Irish law and you and we both consent to the non-exclusive jurisdiction of the Irish courts.

Annex 1

General Terms and Conditions Recommerce

These terms and conditions apply to the trade in of an Eligible Trade in via the website <https://trade-in.vodafone.com/ie>

As part of the partnership with Vodafone, RECOMMERCE SOLUTIONS SA, here in after "Recommerce", offers to buy back your used device via the website <https://trade-in.vodafone.com/ie>.

Upon conclusion of the contract between you (seller) and Recommerce, the repurchase value will be transferred by Recommerce to a bank account specified by you. Your used device will be resold by Recommerce as a used device or recycled through Recommerce's partners. To benefit from this offer, the following conditions must be met.

1. Scope:

In the event of a sale of a used device by you as seller to Recommerce via the website <https://trade-in.vodafone.com/ie>, the following General Terms and Conditions shall apply exclusively in their version valid at the time of confirmation by the seller.

2. What conditions do you have to fulfil to be able to sell your device within Trade In?

- 2.1. You declare to be the unrestricted owner of the device to be sold. Furthermore, the device is not encumbered with rights of third parties, and you are entitled to provide Recommerce with ownership of this device.
- 2.2. You declare that you have full legal capacity or, if this is not the case, that you have the permission of your legal representative (parent, guardian) to sell the device. You declare that the used appliance is the appliance that was diagnosed via the website <https://tradein.vodafone.com/ie> that the used device is approved and in the condition that you have indicated on the website.
- 2.3. You are obliged to delete all personal data on the device before sending it to Recommerce and to remove the SIM card and any memory cards. The eSim card must be disconnected from the device. You are also obliged to reset the device to factory settings. Furthermore, you must remove all locks (e.g. iCloud Lock, Google Account, Samsung Activation Lock, Blackberry ID, FRP Lock, DEP Mode) from the device.
- 2.4. Any SIM and memory cards that may still be present cannot be returned to the seller. Recommerce excludes any liability for data/cards not removed or any use of the device with a SIM card not removed.

- 2.5. You relieve Recommerce against all possible claims, of whatever nature and origin, if data - of whatever nature - was still present on the device.
- 2.6. You declare that the used device is not stolen or a counterfeit. Otherwise, you will not receive payment for the used device, which in this case will be handed over to the law enforcement authorities responsible for this. You are aware that by sending the device to Recommerce, you relinquish any claims to the device as well as to any data that may still be on it.
- 2.7. You declare that you are acting as a natural person and as a private customer. You therefore declare that you are not acting as or for a legal person and/or as a trader
- 2.8. You can sell a maximum of 3 used units per calendar year through this offer.
- 2.9. If you sell the used device, you will not be released from any obligations arising from contracts with your mobile phone provider or instalment payment contracts. You must pay any remaining debts. Please terminate these contracts in due time.
- 2.10. Nevertheless, Recommerce undertakes to carry out a data protection compliant, secure deletion of the data with appropriate technical means on the device, in particular a data deletion according to the following paragraphs, so that the personal data cannot be recovered. The data deletion by Recommerce can take place immediately after sending the device, i.e. regardless of whether the subsequently transmitted offer is accepted or rejected.
- 2.11. Recommerce is obliged to permanently delete or destroy data on storage media that is handed over to it for data deletion. Any memory cards and / or SIM cards present in the device must be irretrievably destroyed. ○ Recommerce guarantees that the data contained on the devices and storage media is deleted in accordance with the latest and most recognised security standards.
- 2.12. Recommerce ensures that the process used for data deletion is subject to a quality management system and that data deletion is fully documented and audited

3. Determination of the buyback value:

- 3.1. Once the used equipment is received by Recommerce, Recommerce will verify within five business days that the valuation provided by the seller via the <https://tradein.vodafone.com/ie> websites is accurate. The value of the equipment is calculated based on an online diagnostic process and questions to be answered by you on the <https://tradein.vodafone.com/ie> site. This value is regularly adjusted depending on the

market value. In order for the used equipment to be traded in, the specified trade-in value must be at least €1 and the tradein conditions listed on <https://tradein.vodafone.com/ie> must be met. It corresponds to an offer of sale by you to the partner Recommerce, who will confirm acceptance of this offer.

3.2. The offer made on <https://trade-in.vodafone.com/ie> is valid for 15 calendar days from the date of the offer.

3.3. On receiving the smartphone and after it has been checked:

3.3.1. If the used device corresponds to all the details given on <https://tradein.vodafone.com/ie>, the transfer amount corresponds to the offer accepted in the purchase transaction on <https://trade-in.vodafone.com/ie>. In this case, you will receive a confirmation e-mail.

3.3.2. If the used device does not meet the agreed criteria or has not been sent within the agreed period, Recommerce will make you a counteroffer by e-mail. You can accept or reject this by e-mail within a maximum period of 7 calendar days. In case of rejection, you can have your used device returned. Please note that the original packaging and accessories will not be returned. In the event of a requested return, any transport costs for a return shipment of a cancelled trade-in are to be borne by the seller.

3.3.3. If the partner Recommerce does not receive any feedback from you as the seller within a period of 7 calendar days, it is assumed that the device is to be transferred to Recommerce under the conditions of the counteroffer. A bank transfer will be made to the bank account specified by the seller.

4. Transfer of ownership of the device to Recommerce:

4.1. As part of the transaction, ownership of the used device is directly, fully, unconditionally, and irrevocably transferred from the customer to Recommerce as soon as you receive the notification confirming the amount of the device value upon receipt of the product by Recommerce. In case of discrepancies (counteroffer by e-mail after receipt of the product), the transfer of ownership becomes effective upon receipt of your acceptance e-mail.

4.2. If you have a used device that you want to sell to Recommerce and you can't find it on <https://trade-in.vodafone.com/ie> or it doesn't meet the purchase criteria, you can drop it off at a Vodafone shop. Vodafone will take care of recycling the device through a certified recycler.

5. How does the shipping work?

- 5.1. Insofar as Recommerce has made an offer to purchase equipment to you as the seller, you are obliged to send the offered used equipment to Recommerce immediately after receipt of the e-mail from Recommerce confirming the offer to sell. The offered used equipment must be received by Recommerce no later than 15 days after the submission of the offer. If the used device is received by Recommerce after this deadline, Recommerce reserves the right to submit a new offer to you as the seller.
- 5.2. For shipping, the seller uses their own stable shipping packaging. As the seller, you place the device offered for Recommerce in this packaging. As the seller, you expressly do not have to enclose any original packaging and/or accessories such as charging cables, headphones, protective covers, protective foils, etc. or other items. As the seller, you will also expressly not receive any remuneration for this. If you have enclosed the original packaging and/or accessories, Recommerce is not obliged to return them to the seller.
- 5.3. You as the seller secure the package contents with sufficient packaging material (such as newspaper or bubble wrap). In addition, you secure the package sufficiently with adhesive tape. Recommerce will pay the postage costs for your used device. Upon successful completion of the transaction at <https://trade-in.vodafone.com/ie>
- 5.4. You print out a provided prepaid label attached to the confirmation email that you can use to ship your used equipment. Recommerce is not liable in case of loss of the package by the shipping service provider and does not provide compensation. The shipping is carried out by Chronopost. If Chronopost loses your package, you must file a complaint with Chronopost.

6. What provisions apply to the payment?

- 6.1. You can sell your used device on <https://trade-in.vodafone.com/ie> to sell it to Recommerce. The transfer of the repurchase value will be made by bank transfer by Recommerce to your bank account. As the seller, you are responsible for providing the correct bank details. The transfer will take place within a period of 48 hours after receipt of the confirmation email that the product received meets the purchase criteria, or 48 hours after acceptance of the new offer by you.

7. What personal data do we collect?

- 7.1. When processing seller data, Vodafone and Recommerce comply with applicable legislation. Only the data necessary for the transaction will be processed.

7.2. Your personal data will not be published, sold, or made available to third parties.

7.3. You can find the information on data protection at:

https://assets.recommerce.com/clc/vodafone-ie/en/PERSONNAL_DATA.pdf

8. Prohibitions and copyrights

8.1. The Seller ensures to not use any scripts and / or software that could impair the functioning of the Vodafone and Recommerce websites.

8.2. The content on the Vodafone and Recommerce websites may only be used for contractual purposes. Any other use is prohibited.

8.3. The contents of the Vodafone and Recommerce websites are protected by copyright. All rights of Vodafone and Recommerce or the cooperation partners are reserved. Copying, reproducing, or modifying the Vodafone and Recommerce websites is prohibited, unless this is technically necessary for the intended use.

9. Liability

9.1. The liability of Recommerce, in particular the personal liability of the shareholders, as well as their vicarious agents and employees for damages caused before, during or after the existence of the contractual relationship, except for damages resulting from injury to life, body, health or from the breach of obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the seller may regularly rely, as well as the liability for other damages based on an intentional or grossly negligent breach of duty, is excluded.

9.2. In the event of a breach of material contractual obligations, Recommerce is only liable for the foreseeable damage typical for the contract if this was caused by simple negligence.

9.3. The seller assumes no liability for material defects or guarantees for used equipment. Liability for fraudulent intent and intent as well as for damages due to bodily injury and in the event of gross negligence or intent shall remain unaffected. Applicable Law:

9.4. These offer conditions are subject to French law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Place of jurisdiction is Hamburg. Subject to the mandatory places of jurisdiction.

9.5. If individual provisions of this contract have not become part of the contract in whole or in part, or are invalid, unenforceable, or void, or if a loophole should become apparent in the contract,

the remainder of the contract shall remain valid. In addition, the statutory provisions shall apply. In the absence of a corresponding statutory provision, such provision shall be replaced by a provision which the parties would have made if they had considered this point from the outset; in doing so, the economic interests of both parties shall be considered in a reasonable and justifiable manner. The preceding sentence shall apply mutatis mutandis in the event of loopholes.

- 9.6. In the event of complaints, we recommend that you contact Recommerce's customer service to find an amicable solution.

Contact details:

By e-mail: vodafonein+ie@recommerce.com

Or via the following address:

RECOMMERCE SOLUTIONS SA,

54 avenue Lénine,

94250 GENTILLY

France