

## SURE MOBILE PHONE HANDSET RECYCLING TERMS AND CONDITIONS

### Service Description

The Sure recycling website and buyback scheme provides a safe, efficient and rewarding way to recycle your old mobile phone.

Sure and our recycling partners, A'Novo work to reduce the number of mobile phones that are sent to landfill sites. As mobile phones and their batteries contain numerous dangerous metals, including lead, cadmium, lithium and mercury, re-use and recycling helps protect the environment and save natural resources. We provide a guarantee that all mobile phones will, wherever possible, be re-used (in accordance with the WEEE Directive).

The Sure mobile recycle website is provided to you free of charge for your personal use subject to these Terms and Conditions. The Sure buyback scheme is for all Sure Customers who are looking to recycle their old handset when renewing or signing up to a postpay contract in the Sure retail stores.

**These Sure Mobile Phone Recycling Terms and Conditions should be read in conjunction with Sure Terms and Conditions which also apply. Where there is conflict these Sure Mobile Phone Recycling Terms and Conditions will take precedence.**

### TERMS AND CONDITIONS

SECTION A - General Information To help us process your phone and pay you the full amount quoted to recycle the phone ("Recycle Amount"), please make sure that your phone meets the below criteria ("Acceptance Criteria"):

- Is listed on our website;
- Is under 4 years old;
- Reaches us within 14 days. The price we quote you is valid for 14 days and we reserve the right to pay the current market rate for phones received after this period.
- Is an original unit produced by the mobile phone manufacturer (e.g. Nokia);
- Is your property and you are legally permitted to sell it;
- Is not barred;
- Is not stolen;
- Is free from any liens and is not subject to any outstanding credit agreements;
- Powers-up (turns on) and is in a usable, working condition;
- Does not have significant damage, although some mild cosmetic damage (general wear and tear) is acceptable;
- Is not water-damaged;
- Has its battery and battery cover;
- Has its screen (LCD) intact i.e. not cracked or smashed. Please note that a white screen does not constitute a working phone. If the phone has a touch screen, the screen must be fully functional.
- Has an undamaged/missing IMEI label (15 character serial number).
- Does not have an IMEI discrepancy e.g. label and internal IMEI mismatch.
- Must be of a UK specification – please note that we retain right to offer a re-quote if the handset does not match UK specifications. Any phones sent to us or handed into our stores that are:

- Not listed on our website;
- Are over 4 years old;
- Missing or has damaged IMEI labels (15 character serial number);
- Not produced by the original manufacturer, i.e. a counterfeit handset;
- If the handset has 2 SIM card slots i.e. a counterfeit handset;
- Barred or
- Reported Lost/Stolen will be automatically recycled. **No payment will be made and these phones cannot be returned to you under any circumstances.** Please note that we do accept phone chargers and other accessories but would advise that this does not increase the value of your phone.

### Partners

In order to provide the Mobile Phone Recycling service to you we work in conjunction with our authorised partners Anovo, who you may also receive communications from time to time. They also arrange payment of cheques for the online part of this service.

### SIM and Memory cards

Please ensure you remove your SIM card and memory card before sending your phone. These cards contain personal details and, for your protection, will be destroyed immediately. We are not responsible for any costs arising as a result of your failure to remove your SIM card. We are unable to return any SIM cards or memory cards that we receive.

We would remind you that by sending your phone to us, you agree to release us from all and any claims, losses or damages with respect to the phone, any data stored or contained therein or on any media used in conjunction with the phone (personal details, SMS, photos, games, songs or other data). Sure accepts no responsibility in relation to the security, protection, confidentiality or use of such data and it is your responsibility to ensure that such data is removed from the phone prior to sending it to us.

#### **Phone Memory and Internal Hard Drives**

It is your responsibility to ensure you remove all data or contacts from your phone's internal memory or hard drive before sending it to us.

No data or pictures are retrievable once your handset has completed our testing procedure.

#### **Returns**

Phones will be returned to you only if we offer you a lower price and you don't accept.

Our approved agent retains internal proof of dispatch and use standard Royal Mail services. But Sure cannot take any responsibility for loss or damage once a phone has left our approved agents premises.

#### **Please note**

- Mobile phone values stated on the website are subject to change at any time without notice.
- Phone(s) traded with must be done with the permission of their legal owner(s) using the handset redemption offering.
- Sure and its approved handset recycling agent (a'Novo) will check all IMEI's via CheckMEND to ensure that phones sent to us are not reported stolen. If after checking the unit's details we become aware of any problems, we reserve the right to withhold/cancel payment and you agree to co-operate with us and any authorities should we so request. Your unit will not be quarantined and can not be sent back to you.
- If your handset has been listed on CheckMEND and you, with the help of CheckMEND and the Police, successfully unblock the IMEI, you have to notify us within 28 days of receipt of the handset at our premises. If the handset is still listed after the 28 days, we will under no circumstance return it or issue any payment for the handset.

Sure and its approved handset recycling agent Anovo shall not be liable for any indirect or consequential loss whether arising from fraud, negligence, breach of contract or statutory duty.

### **SECTION B-ONLINE RECYCLING SERVICE**

#### **Wrong Model**

We examine every phone that we receive. If, on inspection, we find that the model you traded is different to the one we received, or its condition is not as described, we will advise you of its new value by email. If we do not hear from you within 7 days, we will automatically process the phone and pay you the new value.

Under no circumstances, will mobile phones be returned after this period.

#### **Damaged phones**

We will still pay you for your damaged phones but the values offered will be less. The price will be confirmed by email once the phone has been examined.

For phones which have suffered water/liquid damage we may, depending on the severity, pay a maximum of 10% of the phone's working value.

If we do not hear from you within 7 days, we will automatically process the phone and pay you the new value.

Under no circumstances will phones be returned after this period.

## **Payments**

### **-By cheque**

When we receive your phone, we check that it is complete, and that it meets our Terms and Conditions. Providing it does so, our partners Anovo will post the payment to you at the address you provided when you registered, normally within 7 working days. It may take longer at busy times of the year.

If you have lost or damaged your cheque we will re-issue it. An administration charge will apply, which will be deducted from the value of the replacement cheque.

For all matter relating to payments and cheques your write to our partners Anovo, including the damaged cheque if appropriate, at the following address:

**Anovo**

**The Finance Department**

**Cheques**

**Vulcan Road North**

**Norwich**

**NR6 6AQ**

All valuations include VAT where applicable at the current rate.

Payments are non transferable and we reserve the right to withdraw any offer without notice

### **-By bank transfer**

If you have chosen to be paid via bank transfer then it is your responsibility to enter the correct account number and sort code. We use software to verify the account exists but we cannot take responsibility for account numbers or sort codes which are input incorrectly.

We cannot, under any circumstances, recall or reissue bank transfer payments once they have been made.

BACS payments - 3 working days after receipt and inspection

All valuations include VAT where applicable at the current rate.

Payments are non transferable and we reserve the right to withdraw any offer without notice

### **Postal damage and loss**

We pay the postage for your phone. Sending your phone to us using our FREEPOST address is more convenient but carries a greater risk.

For your added protection, we suggest that all phones are sent to us by Special Delivery.

If you would like to send more than 10 phones, you must send it via a trusted courier. You must also contact our Call Centre on 0800 707 6096 with your courier reference at hand to notify us in advance. You must provide us with the date of sending, courier reference number and phone serial numbers (IMEIS) prior to sending phones to us.

We strongly recommend that you pack your phone carefully to minimise the risk of damage in transit. The prepaid envelope does not guarantee that the phone will be received in the same condition as when it was sent. We do not take any responsibility for lost phones or damage in transit.

## **Returns**

Phones will be returned to you only if we offer you a lower price and you don't accept.

We retain internal proof of dispatch and use standard Royal Mail services. We cannot take any responsibility for loss or damage once a phone has left our premises.

### **Please note**

- Mobile phone values stated on the website are subject to change at any time without notice.
- Users must register a valid address.
- Phone(s) traded with must be done with the permission of their legal owner(s).
- Customers must be 18 years or older. Anyone under the age of 18 must have permission from a parent or guardian.
- We strive to ensure that our website is usually available at all times. We will not be liable if, for any reason, our website is not available or online for any time or any period.
- Access to our website will be suspended temporarily without notice in the case of system failure or maintenance, repair or for reasons beyond our control.

- We are registered under the Data Protection Act and all customer data is handled in a secure fashion.
  - Please note that we will notify you via your registered account details to notify you of our updates or special offers. We also send reminder emails if we have not received your package.
  - Sure will check all IMEI's via CheckMEND to ensure that phones sent to us are not reported stolen. If after checking the unit's details we become aware of any problems, we reserve the right to withhold/cancel payment and you agree to co-operate with us and any authorities should we so request. Your unit will not be quarantined and can not be sent back to you.
  - If your handset has been listed on CheckMEND and you, with the help of CheckMEND and the Police, successfully unblock the IMEI, you have to notify us within 28 days of receipt of the handset at our premises. If the handset is still listed after the 28 days, we will under no circumstance return it or issue any payment for the handset.
  - Should you have more than 10 handsets to trade, Sure reserves the right to contact the customer and request IMEIs for those handsets and dependent on quantities may treat the trade as bulk and as such might provide single courier service.
  - Ensure you keep a record of the IMEI numbers of the handset(s) you send to us.
- Sure shall not be liable for any indirect or consequential loss whether arising from fraud, negligence, breach of contract or statutory duty.

### **Terms and Conditions of use of the Website**

Please read these terms carefully before using this website. This website may be used for information, communication and trading purposes only. By using this website, you agree to follow the terms and conditions set forth in this notice. If you do not agree to follow these terms and conditions, do not use this website. By accessing the website you indicate your agreement to be bound by these terms and conditions.

#### **Usage**

Subject to the terms and conditions set forth in this Agreement, Sure grants you a non-exclusive, non-transferable, limited right to access, use and display this website and the assets thereon. You agree not to interrupt or attempt to interrupt the operation of the website in any way.

Sure authorizes you to view and download the information (assets) at website only for your personal, non-commercial use. This authorization is not a transfer of title in the assets and copies of the assets and is subject to the following restrictions: 1) you must retain, on all copies of the assets downloaded, all copyright and other proprietary notices contained in the assets; 2) you may not modify the assets in any way or reproduce or publicly display, perform, or distribute or otherwise use or communicate them for any public or commercial purpose; and 3) you must not transfer the assets to any other person unless you give them notice of, and they agree to accept, the obligations arising under these terms and conditions of use. You agree to abide by all additional restrictions displayed on the website as it may be updated from time to time. This website, including all assets, is copyrighted and protected by worldwide copyright laws and treaty provisions. You agree to comply with all copyright laws worldwide in your use of this website and to prevent any unauthorized copying of the assets. Except as expressly provided herein, Sure does not grant any express or implied right to you under any patents, designs, trademarks, copyrights or trade secret legislation.

#### **Cookies**

Sure uses "cookie" technology to enhance and facilitate your visit to the Sure website. The "cookie" files are sent to your computer and identify you as a unique user and store your personal preferences and technical information.

We use:

- a) Permanent "cookies" (i.e., the cookies remain on your computer until you delete them)
- b) Temporary "cookies" (i.e., the cookies last until you close your browser)

"Cookies" do not themselves contain or reveal any personal information. If you submit personal information via the Sure website information can be linked to the data stored in the cookies.

If you do not accept Sure use of cookies you may change your browser settings so that the browser does not accept cookies (instructions on how to change your browser's cookie settings should be found in the help section in your web browser. If you change the settings you may not be able to access certain parts of the Sure website.

## **User Accounts**

Should you wish to trade your phone, you will be required to open an account. In such event you must complete the registration process by providing us with complete and accurate information as stated in the applicable registration form. You will also be required to choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under said account. You agree to notify Sure immediately of any unauthorized use of your account or any other breach of security. Sure will not be liable for any loss that you may incur as a result of someone else using your password or account.

## **Changes**

Sure reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement in whole or in part, at any time. Changes in this Agreement will be effective when notice of such change is posted on the website. Your continued use of the website after any changes to this Agreement are posted will be considered acceptance of those changes.

Sure may terminate, change, correct any errors or omissions in any portion of the website, make any other changes to the website, the assets and the products, programs, services or prices (if any) described in the website, suspend or discontinue any aspect of the website, including the availability of any features of the website, at any time without notice. Sure may also impose limits on certain features and services or restrict your access to parts or the entire website without notice or liability. Sure may terminate the authorization, rights and license given above at any time and, upon such termination, you shall immediately destroy all assets.

## **Intellectual Property**

You acknowledge that all intellectual property rights (including, but not limited to, copyright, patents, know-how, confidential information, database rights, and rights in trademarks and designs (whether registered or unregistered)) in the website are vested in Sure or its licensors.

## **Security**

You may not:

- (a) use any device or software capable of interfering with the operation of the website; or
- (b) take any action, which imposes a disproportionately large or unreasonable putting asset on the website, which is infected with viruses, Trojan horses, time bombs or other elements that may damage or interfere with the programming structure of the website load upon the infrastructure of the website (such as sending mass emails - "spamming"), or
- (c) interfere or tamper with the software of the Website or the functionality thereof.

Third Parties

Sure does not undertake to monitor or review Third Party website content nor is Sure responsible for the accuracy or reliability of any such third party websites. Furthermore, Sure may provide on the website links to websites operated by other entities. If you use these websites, you will leave this website. If you visit any linked website, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Sure makes no warranty or representation regarding any linked websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that Sure or this website sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked website is authorized to use any trademark, trade name, logo or copyright symbol of Sure or any of its affiliates or subsidiaries.

## **Warranty Exclusions**

Although care has been taken to ensure the accuracy of the information on this website, Sure assumes no responsibility therefore. The assets may contain inaccuracies and typographical errors. Sure does not warrant the accuracy or completeness of the assets or the reliability of any advice, opinion, statement or other

information displayed or distributed through the website. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your own risk. All content is provided 'as is' and 'as available'.

Sure expressly disclaims any representations or warranties of any kind, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, non-infringement, or as to the operation of this website or the content. Sure does not warrant or make any representations as to the security of the website you acknowledge any information sent may be intercepted. Sure does not warrant that the website or the servers which make this website available are free from viruses or any other harmful elements. All such representations, warranties and conditions are excluding except to the extent that law prohibits their exclusion.

## **SECTION C- IN-STORE BUYBACK SERVICE**

### **Payments**

Once a Handset has been submitted by you at our store for recycling, we will give you an initial quote the "Buyback Amount."

The Buyback Amount can immediately be passed on to you in the form of a credit to your Sure Mobile Account and or a credit towards purchase of a new handset. If the Buyback Amount exceeds the value of the handset you purchase, the remainder of the Buyback Amount will be credited to your Sure Mobile Account.

### **Clawback**

Sure reserves the right to cancel or amend a quote if a handset fails to meet the Acceptance Criteria outlined above in Section A, provided Sure notifies you within 30 days of its decision to amend or cancel a quote.

If a quote is cancelled by Sure then the handset will be returned to you in accordance with the Returns section above. Sure will recover the Buyback Amount, previously credited to you, from your Sure Mobile Account.

If you are issued an amended quote by Sure, you can either:

A) Within 10 days reject the amended quote and the handset will be returned to you in accordance with Returns sections above. Sure will recover the Buyback Amount, previously credited to you, from your Sure Mobile Account.

B) Within 10 days accept the new quote for the handset and Sure will debit or credit any funds to or from your Sure Mobile Account and proceed to recycle the handset.

If after 14 days from when the quote was issued Sure have heard nothing from you, then Sure will take this as your acceptance of the new quote and debit or credit any funds to or from your account and proceed to recycle the handset.