

Swappie Terms & Conditions

Valid from 3rd of October 2022. [Click here](#) for the previous terms and conditions for orders done before the 3rd of October 2022.

For orders done before 26th of May 2021, please find the applicable terms and conditions [here](#).

These terms and conditions apply to all orders placed by consumer customers with Swappie on the Swappie website. If you are not a consumer customer, please contact us at info@swappie.com.

By placing an order, you agree to be bound by the terms and conditions stated herein. Please ensure that you have read and understood these terms and conditions before placing your order.

For the terms and conditions that apply when selling a phone to Swappie, please [click here](#).

For the purposes of 'Swappie', reference is made to Swappie Oy (CVR number 2692328-4, address Itämerenkatu 3 A, 00180 Helsinki, Finland), a Finnish company and its Estonian subsidiary, Eippa WSOperations OÜ (CVR number 16127903, address Pärnu mnt 10, Tallinn, Harjumaa, 10148, Estonia).

Please note that Swappie is not a representative of Apple and we are not an Apple Authorized Service Provider.

1. Customer

By placing an order on the Swappies website, you agree to be bound by these terms and confirm that you are of the required legal age.

You are required to provide your full contact details when placing an order and are solely responsible for the accuracy of the information you provide to Swappie.

Customer data is stored in Swappie's customer register and is used to maintain and manage customer relationships. More information about the processing of personal data can be found in Swappie's [fortrolighedspolitik](#).

2. General information

Swappie Oy
CVR number: FI26923284
Itämerenkatu 3 A,
00180 Helsinki,
Finland,
e-mail: info@swappie.com
Tel. +45 89 88 11 76

Eippa WSOperations OÜ
CVR number: 16127903
Pärnu mnt 10, Tallinn
Harjumaa, 10148, Estonia
Email: info@swappie.com
Tel: +45 89 88 11 76

3. Products

Swappie sells used and refurbished mobile phones. The mobile phones are checked and refurbished by Swappie's professionals before they are put up for sale. Swappie classifies mobile phones according to their cosmetic condition. When placing an order, you select the desired model, memory capacity and condition category of the mobile phone you wish to purchase. Since the phones are used and refurbished, Swappie cannot guarantee that the original moisture, dust or water repellency (IP67 or IP68 certification) will remain valid. This is also stated in the product specifications on the product pages.

Repairs and replacements are carried out with high quality parts, including third party parts. For more information about your device, contact our customer service. All repairs are carried out to restore the phone to as close to a new phone as possible.

If you bought an iPhone XR, XS or newer, you may see “Important Message” or warnings of “Unknown Parts” in your lock screen, notification center or in settings. These messages might appear when Swappie has done repair work on your device and some components needed to be replaced. For more information, please visit our Help Center.

Condition categories

Like new: The phone has no signs of use – it looks like a brand new phone. The phone has been unlocked, tested and works like new.

Very good: the phone may have light signs of use, such as small scratches, but no significant marks. The phone is unlocked, tested and works like new.

Good: The phone will have visible signs of use, such as scratches, dents and other marks. Phone is unlocked, tested and works like new.

Okay: The phone will have obvious signs of use, such as deep scratches, dents and other marks. Phone is unlocked, tested and works like new.

4. Prices

The prices of the products are inclusive of VAT, where applicable. Second-hand mobile phones are often covered by the second-hand VAT scheme.

The prices of the products do not include delivery costs. Delivery costs are clearly indicated to you before you place the order and depend on the delivery method used.

Swappie reserves the right to cancel the order in case of a clear and substantial price error. This is a possible price error where the price of the product differs so significantly and clearly from the normal price level of the goods that the average consumer would be deemed to have understood the error in question.

5. Payment

You can pay by VISA/Dankort, Visa Electron, MasterCard, Maestro, Mobilepay or Viabill. We do not charge card fees.

If you pay with an international payment card, the amount will be reserved immediately. The money is reserved on your card or account until:

- 1) we withdraw the amount when we send the goods; or
 - 2) until the funds are released as agreed with your card issuer.
- You can find out more about the rules for your specific card from your card issuer.

When purchasing with ViaBill, you will receive your goods first. After that, you will have to pay your monthly instalment on the same date each month.

If you do not pay on time, a fee will be charged. If you cancel your purchase, the payment agreement with ViaBill ends.

Read more here: <https://viabill.com/dk/legal/viabill/>

ViaBill finances purchases of up to DKK 2,000. Amounts over DKK 2,000 are financed in cooperation with SparXpress.

6. Freight

Currently, the delivery methods are DHL and Bring. Delivery with DHL Express is usually within 1-4 business days. Delivery with Bring is usually within 2-5 business days.

You are responsible for providing Swappie and the delivery service provider with accurate information for successful delivery when you place your order.

The order processing time is on average 0-1 working days after the automatic order confirmation is sent. Delivery times are estimated and depend on the delivery service provider. Swappie aims to process all orders within the above timeframe where possible.

If you receive an incorrect or damaged product, we request that you inform Swappie of this defect within 72 hours of receipt of the products.

7. Right of withdrawal

As a consumer, you have a 14-day right of withdrawal when you shop with us.

The withdrawal period expires 14 days after the day you received your item. If you have ordered several different items in one order, but they are delivered separately, the period runs from the day you receive the last item.

If the order consists of several parts, the withdrawal period expires 14 days after the day you receive the last part.

The deadline means that you have 14 days from receipt to notify us that you want to cancel your purchase. To return your products [please](#) contact us or fill out [this form](#).

You cannot cancel your purchase by refusing to accept the goods without notifying us.

Once you have notified us that you want to cancel your purchase, you have 14 days to send the goods back to us.

You must pay for the return of the package and you are liable if damage occurs during transport.

8. Condition of the goods when you return them

If the item has lost value and this is because you have used it in a way other than what was necessary to establish the nature, characteristics and functioning of the item, you can only get part of the purchase price back. The amount you can get back depends on the commercial value of the goods, and in some cases this may mean that you can only get back the cost of delivery.

We recommend that you return the item in its original packaging.

If the original packaging is missing, this may result in a depreciation of the item.

9. Repayment of the purchase price

If you regret your purchase, you will get your money back. If the item is devalued, we'll deduct the amount you owe.

We will refund all payments received from you, including delivery costs (except for additional delivery costs in cases where you have chosen a delivery method other than the cheapest standard delivery method we offer), within 14 days from the day we receive your notice of withdrawal.

We'll refund you using the same payment method you used to make the purchase, unless we've agreed otherwise.

We may withhold payment until we have received the item, unless you send us proof that you have returned it.

10. Return address

Products must be sent to us at the address and via the delivery service and method specified in the instructions . It is not possible to provide a general return address as the return address will vary depending on the product you have purchased. The address will be provided in our [returns portal](#).

You can contact us if you are unsure where to return the item.

We only accept parcels sent directly to the address.

11. Complaints

You have a guarantee period of 24 months. If your complaint is justified, this means you can either get the item repaired, exchanged, your money back or a price reduction, depending on the specific situation.

You must complain within a reasonable time after you have discovered the defect. However, if the phone is damaged on receipt, we strongly encourage you to complain to us as soon as possible and preferably within 72 hours.

If the complaint is justified, we will refund your (reasonable) shipping costs. The goods must always be returned in proper packaging. Remember to also get a receipt for the shipment so that we can refund your shipping costs.

Products must be sent to us at the address and via the delivery service and method specified in the instructions. It is not possible to provide a general return address as the return address will vary depending on the product you have purchased. The address will be provided in our [returns portal](#).

We only accept parcels sent directly to the address.

When you return the item, please include a detailed description of the problem.

NB: Remember to turn off Find my iPhone before you send your phone in to us!

12. Swappie Warranty™

Swappie offers a 24 month Swappie Warranty™ for all phones. Any defects discovered that are covered by the Swappie Warranty™ will be repaired by Swappie.

The validity period of the Swappie Warranty™ is 24 months from the date of purchase. The warranty period for the phone battery is limited to 12 months from the date of purchase.

Please note that your 24-month guarantee as described above is not affected by the Swappie Guarantee™.

The following services are included in our warranty:

- Guaranteed fast repair service. Once we receive your phone, we'll begin the repair process within 24 hours.
- Replacement unit. If we cannot repair your phone, we will replace it with another device of the same model and condition category.

If it is determined that the phone's fault is caused by you, Swappie is not responsible for it. Such causes include, for example, causing physical damage to the phone, using the phone contrary to its instructions or other negligent acts. Please pay particular attention to the following:

- Normal wear and tear of the phone and battery is not covered by the Swappie Guarantee™.
- The screen is not covered by the Swappie Warranty™ if it breaks or cracks.
- The Swappie Warranty™ is void if the phone is bent, has water damage, or if any features such as the phone glass/home button/camera/other are broken due to misuse, such as the phone being dropped or hitting something.
- Software errors, removal of viruses or other malware from your phone are not covered by the Swappie Guarantee™.
- Damage to your phone during shipment due to your negligence is not covered by the Swappie Guarantee™. You are responsible for properly packing your phone for shipment.
- The Swappie Warranty™ is void if the phone's serial number or IMEI has been removed or otherwise rendered illegible.
- Other indirect or purely economic damages caused by the breakage of the phone, such as the destruction or corruption of data files, are not covered by the Swappie Guarantee™.
- The Swappie Warranty™ is void if a phone purchased from Swappie has been physically opened or if the phone has been repaired by the customer or a third party without the written consent of Swappie.

If you receive a replacement unit, the Swappie Warranty™ remains valid from the date of original purchase. If you sell your phone to a new owner within the warranty period, you are responsible for informing Swappie of the change in ownership to ensure that the new owner is eligible for the Swappie Warranty™. Warranty extensions are not transferable and only apply to you as the original purchaser.

Swappie reserves the right to charge 150 DKK for the delivery costs in cases where you were or should have been aware that the warranty is invalid or Find My iPhone is switched on. In addition, Swappie reserves the right to request pictures of the phone before you send it for warranty repair.

Please note that Swappie's devices are not covered by Apple's limited warranty or any AppleCare plan(s).

13. Repair process (when using the Swappie Warranty™)

Please fill in [this form](#) to send your phone for repair.

You are responsible for backing up the files on your phone before sending it for repair. You are responsible for packing your phone carefully and protectively before sending it to Swappie. The phone must be sent to us at the address and via the delivery service provider and in the manner specified in the instructions. You are responsible for the phone until it is delivered to Swappie. If the phone is delivered and returned marked as fragile, meaning that handling the phone requires special precautions, you are obliged to pay for the delivery costs incurred.

Do not send any accessories with your phone when you send it for warranty repair.

You need to make sure that Find My iPhone (FMI) has been deactivated from your phone before sending it to Swappie. Swappie will not be able to repair the phone or offer a replacement device until Find My iPhone (FMI) has been deactivated. Swappie reserves the right to return the phone to you and charge the delivery costs in cases where you were or should have been aware that the FMI feature was turned on and not deactivated within one (1) month of you contacting Swappie. In this case, Swappie will return the device to you and not initiate the warranty repair process.

The detected error will be repaired by our repair service. If the availability of spare parts is poor, the parts are unreasonably expensive or the phone is otherwise found to be unworthy of repair, the phone in question will be replaced with another unit that reflects the condition category of the phone that was sent to Swappie for repair under warranty.

Swappie offers paid repair service in cases where the Swappie Guarantee™ has expired or the warranty is void. In these cases, Swappie will offer a free fault diagnosis and an estimate of the cost of the repair. In cases where the Swappie Guarantee™ is void and a paid repair is performed on the phone, the replaced parts of the phone have a 12-month Swappie Guarantee™. You can request an official statement from Swappie on the details of the required repair to your insurance provider. The cost of this statement is DKK 300.

14. Access to justice

These terms are governed by Danish law. In the event of a complaint, please contact Swappie at info@swappie.com. If we are unable to find a solution, you can send a complaint to:

Centre for Complaints Resolution
House of Representatives
Customs House 2
8800 Viborg
www.naevneneshus.dk

To be able to complain, the product or service you want to complain about must have cost at least DKK 1,110 and no more than DKK 100,000. However, for complaints about clothes and shoes, the price must have been at least DKK 720. There is a fee for dealing with the complaint.

If you live in an EU country other than Denmark, you can complain to the EU Commission's online complaints portal here – <http://ec.europa.eu/odr>

15. Standard withdrawal form

For faster processing and easier returns, please use [our returns page](#). However, you can also use the standard withdrawal form below

(This form is completed and returned only if the right of withdrawal is exercised.)

To:
swappie.com
Työpajankatu 13
00580 Helsinki
info@swappie.com

I hereby notify that I wish to exercise the right of withdrawal in relation to my purchase contract for the following goods/services:

Ordered it:cxvxcvcvxxcerer

Received it:

Consumer's name:

Consumer's address:

Consumer's signature:

Date:

(Only if the contents of the form are communicated on paper.)