

# Swappie Terms & Conditions for US

Effective as of May 1, 2022.

These terms and conditions apply to all orders placed by consumer customers with Swappie on the Swappie US website. If You are not a consumer customer, please contact us at [info@swappie.com](mailto:info@swappie.com). If you are ordering from another country, please select another country from Swappie's home page.

By placing an order, You agree to be bound by the terms and conditions set out herein. Please make sure You have read and understood these terms and conditions before placing Your order.

## 1. Definitions

“**Swappie**” refers to Swappie Oy (business ID 2692328-4, address Itämerenkatu 3 A, 00180 Helsinki, Finland), a Finnish entity and its Estonian subsidiary, Eippa WSOperations OÜ (business ID 16127903, address Pärnu mnt 10, Tallinn, Harjumaa, 10148, Estonia).

“**You**” refers to the customer placing the order on the Swappie US website.

“**Terms**” refers to these terms and conditions.

“**Swappie Warranty**” refers to the commercial warranty Swappie provides for its phones.

“**Day**” refers to a business day. Weekends and public holidays are not considered business days.

“**FMI**” refers to the Find My iPhone feature in Apple iPhones.

“**IMEI**” refers to the International Mobile Equipment Identity.

## 2. Customer

By placing an order on Swappie's website, You agree to be bound by these Terms. You are obligated to give Your full contact information when placing an order, including Your name, billing and shipping address, active telephone number and email address.

You are solely responsible for the accuracy of the information You provide Swappie and liable for any and all costs caused by giving incorrect contact information.

By placing an order on Swappie's website, You confirm that You are of the required legal age to be bound by these Terms and place an order on Swappie's website.

Customer data is stored in Swappie's customer register and is used for maintaining and managing customer relationships. More information about the processing of personal data can be found in Swappie's Privacy Policy, which is available on Swappie's website.

### **3. Products**

Swappie sells used and refurbished mobile phones. The mobile phones are checked and refurbished by Swappie professionals before being placed on sale. Swappie grades the mobile phones based on their aesthetic condition. When placing an order, You will choose the desired model, color, memory capacity and condition category of the mobile phone you wish to purchase. The mobile phones are used and refurbished, thus Swappie does not guarantee that the original splash, dust and water resistance condition (IP67 or IP68 certification) remains valid.

Swappie also sells accessories for the mobile phones, such as tempered glasses and phone cases.

We make all reasonable efforts to accurately explain the attributes of our products, including their condition and colors.

Repairs and replacements are done with high quality parts, including third party parts. For more details on your device, please contact our customer service. All repairs and modifications are done to refurbish the phone as close to a new phone as possible.

### **4. Prices**

The prices of the products do not include the applicable state sales tax or costs of customs duties. You are responsible for handling the sales tax and customs duties of your purchase.

The prices of the products do not include the delivery costs. The delivery cost is clearly indicated to You before placing the order, and dependent on the delivery method used.

Swappie reserves the right to cancel the order in the event of a clear and material price error. This refers to a possible pricing error where the price of the product deviates so significantly and clearly from the normal price level of the product that the average consumer would be considered to have understood the error in question.

## **5. Payment**

Swappie accepts the following payment methods:

Adyen (card payment with Mastercard & Visa)

The terms and conditions of each of these payment providers shall apply to purchases made using their services. Swappie reserves the right to deny and/or cancel any order. Furthermore, in case of payment issues on Your part, Swappie reserves the right to annul the sale and demand that You return the products immediately.

## **6. Delivery**

The current list of delivery methods can be found on Swappie's website. You are responsible for providing Swappie and the delivery service provider with correct information for successful delivery when placing your order, including Your address and phone number in the correct format.

The order processing time is on average 0–1 business days after the automatic order confirmation has been sent and the estimated delivery time is 2-7 business days after the order has been fulfilled. Please note that this estimate does not include time required for fulfilling any relevant customs duties. Weekends and public holidays are not considered business days.

The delivery times are estimates and are dependent on the delivery service provider. Swappie aims to process all orders in the time frame above where possible. However, Swappie is not responsible for any delivery delays that are beyond its reasonable control, including, but not limited to, incorrect information provided by You when placing the order, strikes, weather conditions, epidemics, quarantines or shortages of transportation fuel, energy or labor.

In case You receive a wrong or damaged product, we request you to inform Swappie about this error within 72 hours of receiving the products. Swappie reserves the right to demand additional payment on the return of the wrong or damaged products.

## **7. Returns**

You have a 30-day right to return. Swappie will provide you with a free shipping label. Swappie guarantees a refund for the returned products, provided that all products are returned in the same condition they were in upon Your receipt. If the products are damaged in any way, Swappie will either return the products to You or offer a paid repair service for them.

Swappie will issue a refund using the same payment method used to make the payment as soon as possible and at the latest within 5 business days of receiving Your products. In some cases, such as during public holidays or for other reasons, the refund process may take longer. If Swappie is unable to issue a refund using the same payment method used to make the payment, the refund will be issued via an alternative method acceptable to You.

You are responsible for packing the products in a careful and protective manner before sending them to Swappie. The products are to be sent to us at the address and via the delivery service provider and manner specified in the instructions. You are responsible for the products until they have been delivered to Swappie.

[To return your products, please fill in the return form here](#)

<https://swappie.com/us/returns/>. You are required to make sure that Find My iPhone (FMI) has been disabled from the phone before sending it to Swappie.

If FMI is on when Swappie receives the phone, the refund may be delayed. In addition, Swappie reserves the right to charge additional delivery costs and/or service costs from You. Swappie reserves the right to return the phone to You if you fail to turn off the FMI within one (1) month after Swappie contacting You. In this case, Swappie will send the device back to you and not refund the phone. If You fail to collect the phone, we will not take any further responsibility for the device and it will be disposed of.

## **8. Liability for defects**

You have an implied warranty for the products You purchase. In case You detect faults in the products that existed at the time You received the products and are not caused by mishandling the products, You must inform Swappie about them as soon as possible after they have been detected. Notifying Swappie is to be done via email, telephone, the contact form in our Help Center or the chat service on Swappie's

website. Upon notifying us and having received instructions on how to proceed, the faulty product is to be sent to us at the address and via the delivery service provider and manner specified in the instructions within a reasonable time.

If You receive a product that is not in accordance with the product specifications, please inform us within three (3) days of receiving the product.

Swappie reserves the right to verify the faults reported in the products and 3–5 business days must always be reserved for this process before any possible refund may take place.

## **9. Swappie Warranty™**

Swappie provides a limited 12-month Swappie Warranty™ for all phones. Any detected faults covered by the Swappie Warranty™ will be repaired by Swappie. These warranty terms separately specify the cases in which the Swappie Warranty™ is void and those parts of a phone that are not covered by the Swappie Warranty™.

The period of validity for the Swappie Warranty™ is 12 months, starting from the purchasing date. You are obligated to familiarize Yourself with these warranty terms of the phone before taking the phone into use.

The following services are included in our limited warranty:

- Guaranteed fast repair service. Upon receiving the phone, we will begin the repair process within 24 hours.
- Replacement device. If we are unable to return the phone to its earlier condition, we will replace it with another unit of the same model and aesthetic condition.

If it is determined that the phone's fault has been caused by You, Swappie is not liable for it. Such causes include, for example, causing physical damage to the phone, using the phone contrary to its instructions, or other negligent actions. Especially, please note the following:

- Normal wear and tear of the phone and battery are not covered by the Swappie Warranty™.
- The screen breaking or cracking is not covered by the Swappie Warranty™.
- Software faults are not covered by the Swappie Warranty™.

- Removing viruses or other malware from the phone is not covered by the Swappie Warranty™.
- Damage to the phone caused by failure to follow instructions and/or relating to improper or unusual use of the phone is not covered by the Swappie Warranty™.
- Physically opening the phone will void the Swappie Warranty™.
- Damage to the phone during shipment due to Your negligence is not covered by the Swappie Warranty™. You are responsible for properly packing the phone for shipping.
- The Swappie Warranty™ is voided if the phone's serial number or IMEI has been removed or otherwise made unreadable.
- Other indirect or purely financial damages caused by the breakage of the phone, such as the destruction or corruption of data files, are not covered by the Swappie Warranty™.
- The Swappie Warranty™ is voided if the phone's glass/home button/camera/other features have broken due to, for example, improper and/or unusual use, such as the phone having been dropped or having hit something.
- The Swappie Warranty™ is voided if a phone bought from Swappie has been repaired by the customer themselves or a third party without the written consent of Swappie.
- The Swappie Warranty™ is voided if the phone is bent, has water damage, or if any features have broken due to improper use, such as the phone having been dropped or having hit something.

If You receive a replacement device, the Swappie Warranty™ continues to be valid from the date of the original purchase date. If You sell Your phone to a new owner within the warranty period, You are responsible for informing Swappie about the ownership change to ensure that the new owner is eligible for the Swappie Warranty™. Warranty extensions are not transferable and are only applicable to You as the original purchaser.

Swappie reserves the right to charge 25€ for the delivery costs in cases where You were or should have been aware that the warranty is voided or Find My iPhone is on. In addition, Swappie reserves the right to request photos of the phone before You send it in for warranty repair.

You are required to make sure that Find My iPhone has been disabled from the phone before sending it to Swappie. Swappie will not be able to repair the phone or offer a replacement device before Find My iPhone has been disabled. Swappie reserves the right to not return the phone to You until you have replied to Swappie regarding the issue.

Do not send any accessories with the phone when sending it to warranty repair. Swappie does not guarantee the return of accessories sent to our warranty service.

### **Repair process**

To send Your phone to warranty repair, [please fill in the warranty form here](https://swappie.com/us/returns/) <https://swappie.com/us/returns/>.

You are responsible for backing up the files on the phone before sending it in for repair. You are responsible for packing the phone in a careful and protective manner before sending it to Swappie. The phone is to be sent to us at the address and via the delivery service provider and manner specified in the instructions. You are responsible for the phone until it has been delivered to Swappie. If the phone is delivered and returned so that it is marked as fragile, meaning that the handling of the phone requires special measures, You are liable to pay for the incurred delivery costs.

You are required to make sure that Find My iPhone has been disabled from the phone before sending it to Swappie. Swappie will not be able to repair the phone or offer a replacement device before Find My iPhone has been disabled.

The detected fault will be repaired by our repair service. If the availability of spare parts is poor, the parts are unreasonably expensive or the phone otherwise proves to not be worthy of repair, the phone in question will be replaced with another unit of the same model and condition. The aesthetic condition of the replacement phone will reflect the aesthetic condition of the phone that was sent to Swappie for warranty repair. Swappie's warranty repairs take, on average, only 7 business days to complete, counted from the date of arrival to our facilities. In some cases, such as during public holidays or for other reasons, the repair process may take longer. In order for the phone to be repaired within a reasonable time, the quality of the phone, availability of spare parts, quality and extent of the fault or other special technical properties must also be taken into account. Swappie may agree to a price reduction or refund if repairing the fault is not worth it, the fault is minimal or if the phone cannot be repaired.

Swappie offers paid repair services in cases where the Swappie Warranty™ is expired or the warranty is voided. In these cases Swappie will offer a free fault diagnosis and an estimate of the cost of the repair. However, you are liable for the shipping costs. In cases where the Swappie Warranty™ is voided and a paid repair is done on the phone, the replaced parts of the phone have a 12-month Swappie Warranty™. You may request an official statement from Swappie on the specifics of the required repair for your insurance provider. The cost of this statement is €40.

#### **10. Limitation of liability**

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT SWAPPIE'S LIABILITY WITH REGARD TO ANY MATTER FOR WHICH IT WOULD BE UNLAWFUL FOR US TO LIMIT OR EXCLUDE OUR LIABILITY.

PRODUCTS ARE SOLD AS THEY ARE. SWAPPIE IS NOT LIABLE FOR ANY INDIRECT COSTS WHICH ARE A SIDE EFFECT OF THE MAIN LOSS OR DAMAGE, FOR EXAMPLE LOSS OF PROFITS OR LOSS OF OPPORTUNITY; OR FOR FAILURE TO DELIVER THE PRODUCTS OR TO MEET ANY OF OUR OTHER OBLIGATIONS UNDER THESE TERMS WHERE SUCH FAILURE IS DUE TO AN EVENT THAT IS BEYOND OUR REASONABLE CONTROL, WHICH INCLUDES BUT IS NOT LIMITED TO FIRE, FLOOD, STORM, RIOT, CIVIL DISTURBANCE, WAR, NUCLEAR ACCIDENT, TERRORIST ACTIVITY, STRIKES, EPIDEMICS OR QUARANTINE. SWAPPIE'S MAXIMUM LIABILITY TO YOU FOR ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH YOUR ORDER ON SWAPPIE'S WEBSITE SHALL BE LIMITED TO THE TOTAL PRICE OF YOUR ORDER.

THE PRODUCT LIABILITY FOR DEFECTS IS LIMITED TO THE POSSIBLE REFUND OF THE PURCHASE PRICE OF THE PRODUCT MINUS THE BENEFITS RECEIVED.

SWAPPIE DOES NOT PROVIDE ORIGINAL PURCHASE RECEIPTS FROM THE ORIGINAL OWNER OF THE PHONE AND IS NOT LIABLE TO DO SO.

CERTAIN FUNCTIONS OR SERVICES AVAILABLE ON THE PHONES SOLD BY SWAPPIE MAY REQUIRE OPENING AN APPLE USER ACCOUNT (INCLUDING SETTING UP AN APPLE ID USER AND PASSWORD). YOU ARE RESPONSIBLE FOR ALL ACTIVITY OCCURRING ON YOUR ACCOUNT AND SECURING YOUR ACCOUNT INFORMATION, INCLUDING YOUR PASSWORD. YOU ARE FORBIDDEN AT ALL TIMES TO USE SOMEONE ELSE'S APPLE ID, PASSWORD

OR ACCOUNT WITHOUT THE PERMISSION AND AGREEMENT OF THE ACCOUNT HOLDER. SWAPPIE CANNOT AND WILL NOT TAKE ANY LIABILITY FOR THE LOSS OR DAMAGE THAT IS CAUSED BY NEGLECTING THESE RESPONSIBILITIES. SWAPPIE IS NOT LIABLE FOR FORGOTTEN APPLE IDS OR PASSWORDS. IN CASES WHERE SWAPPIE CANNOT ACCESS THE PHONE IN ORDER TO REPAIR IT OR ISSUE YOU A REFUND DUE TO A FORGOTTEN APPLE ID OR PASSWORD, SWAPPIE WILL RETURN THE PHONE TO YOU.

IF THERE ARE ANY UNFORESEEN STOCK ISSUES FOR REASONS BEYOND CONTROL, SWAPPIE RESERVES THE RIGHT TO CANCEL THE SALE. IN THIS CASE YOU WILL RECEIVE A FULL REFUND FOR YOUR ORDER.

PRODUCTS ARE SOLD AS THEY ARE. THE CHARACTERISTICS OF THE PRODUCTS ARE DESCRIBED ON THE PRODUCT PAGE IN THE CONDITION CATEGORY. BY SELECTING THE CONDITION OF THE PRODUCT YOU EXPRESSLY ACCEPT THE DESCRIBED CHARACTERISTICS.

#### **11. Changes to the Terms & Conditions**

We reserve the right to amend these Terms from time to time without prior notice to You. The version of the Terms that will apply to Your order will be those on Swappie's website at the time You place Your order.

#### **12. Applicable law and dispute resolution**

These Terms are governed by the applicable federal law, and the laws of the state where You reside. In case of complaints, please contact Swappie at [info@swappie.com](mailto:info@swappie.com) or +3238084147.

Any dispute or claim relating in any way to any products or services sold by Swappie will be resolved by arbitration, rather than in court. Any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration Swappie and You waive any right to a jury trial.

#### **13. Contact details**

Swappie Oy

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