

Terms and Conditions

1. COMPANY

Swappie.com is a marketplace owned by Swappie Oy (Business ID: 2692328-4). The following terms and conditions apply only to the commercial relationship between Swappie Oy (hereinafter Swappie) and its customers.

Swappie reserves the right to modify these terms and conditions by unilateral decision without prior notice. Orders are subject to the terms and conditions valid at the time of ordering, which are viewable on the swappie.com order page. Changes in legislation will come into effect immediately as such, unless the law otherwise specifies.

Swappie is not liable for any damages resulting from a force majeure, i.e. circumstances beyond its control. Swappie will inform the Customer about any force majeure issues it faces as soon as it is possible.

2. CUSTOMER

Swappie sells services and products to consumers and corporations.

Business-to-consumer commerce complies with existing Finnish and European Union consumer protection law. These terms and conditions do not apply to the extent to which they restrict the consumer's rights from what is specified in mandatory legislation.

Trade agreements between Swappie and corporate customers are governed by the Finnish Sale of Goods Act and Common European Sales Law unless otherwise stipulated in these terms and conditions or agreed with the Customer.

The Customer is obligated to give their full contact information when making an order, which include at minimum the Customer's name, address, active telephone number and email address. The information required from corporate customers are: name, telephone number and email of the contact person, Business ID, postal address, telephone number or numbers and billing address when necessary.

Shipping time estimates are based on the information provided by the logistics companies. Swappie or its suppliers are not liable for delays caused by unforeseeable changes outside of their control. A binding trade agreement will enter into force once the order has been registered into Swappie's system.

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

3. PRODUCTS AND PRICE LIST

Prices include VAT when the law so requires. Used electronics commerce is often subject to marginal taxation.

In the case of the product's price increasing before the order has been processed, the ordered products are delivered at the original price. If changes are made to the order, the price of the product is defined by the price at the time the change is made.

The consumer has the right of cancellation for the purchase under European consumer protection law.

Products and services are always sold as they are.

4. PAYMENT METHODS

4.1 Finland

Payment service provider

Klarna Oy (2247127-6) acts as the provider of payment transfer services and the payment service provider in cooperation with Finnish banks and credit institutions. Klarna Oy will be shown as the payment receiver on the bank statement or credit card bill and will forward the payment to the seller. Klarna Oy has a payment institution license. In consumer complaint cases you should primarily contact Swappie.

Klarna Oy, Business ID: 2247127-6

Jaakonkatu 3 D

00100 Helsinki, Finland

Telephone: +358968988301

www.klarna.com

Online banking

The payment transfer method related to online banking payments is provided by Klarna Oy (2247127-6) in cooperation with Finnish banks and credit institutions. For the user, the service works just like traditional online payments.

4.2 Denmark

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment methods. Payment is to be made to Klarna.

- Pay in [14] days: The payment period is 14 days from shipment of the goods or tickets/ availability date of the service. You can find the complete terms and conditions for the markets where this payment method is available here: [Sweden](#) and [Denmark](#).
- Financing: With the financing service from Klarna you can pay your purchase in flexible or fixed monthly instalments according to the conditions stated in the checkout. The instalment payment is due at the end of each month after submission of a separate monthly invoice by Klarna. Further information regarding Slice It including terms and conditions and Standard European Consumer Credit Information you can find here for the markets where this payment method is available: [Sweden](#) and [Denmark](#).
- Direct Debit: Your account will be debited after shipment of the goods or tickets/ availability date of the service or in case of a subscription in accordance with the timelines communicated. You will be notified about the date(s) by email.
- Card Payments: Available in Sweden. The amount will be reserved on your card and will be debited after shipment of the goods or tickets/ availability date of the service. In case of a subscription the amount will be debited in accordance with the timelines communicated.

The payment methods Pay in [14] days, Slice It and direct debit are only available in case of a positive credit assessment. For this purpose, during the order process and handling of your purchase, we forward your data for an address and credit check to Klarna. We can only offer you the payment methods available based on the result of the credit check. General information about Klarna and the user terms per country can be found on klarna.com. Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Klarnas privacy statement.

5. SHIPPING METHODS

The current list of shipping methods can be found on the online store website.

The order processing time is on average 0–1 working days after the automatic order confirmation has been sent. The shipping time is usually 1–4 working days.

The consumer has a 14-day right to return in accordance with European consumer protection law. Corporate customer returns are agreed on a case-by-case basis.

In matters related to returns, please contact our customer service.

6. WARRANTY AND LIABILITY FOR DEFECTS

When buying a phone, please inform us within 72h of receiving the goods if you are not satisfied with the product for any reason. We will issue the customer a refund within 5 business days of receiving the customer's phone, presuming the Find My iPhone feature has been disabled from the phone.

When the products come from the manufacturer, Swappie does not offer a separate warranty for the products unless specifically stated. If the manufacturer's warranty is valid, the warranty terms defined by the manufacturer apply.

The buyer is obligated to familiarise themselves with the possible warranty terms of the product before taking the product into use.

Swappie reserves the right to verify faults reported in the products. 3–5 working days must always be reserved for this.

(Applies to Finland only) Swappie only accepts used electronics for sale that are in working order. We do not accept SIM locked or stolen phones. If you send us a defective or SIM locked model, we will charge 25€ for handling/postage costs. You will get the phone back in return for this fee.

7. SWAPPIE WARRANTY™ TERMS

Swappie always provides a 12-month Swappie Warranty™ for all phones, batteries and devices and other products. Any detected faults are repaired by Swappie. The warranty terms separately specify those parts of a product, device or phone that are not covered by the Swappie Warranty™.

The Swappie Warranty™ contains the terms as defined by Swappie, which are listed in the terms below. Swappie products include liability for defects defined by European consumer protection law.

The period of validity for the Swappie Warranty™ is **12 months**, starting from the purchasing date. The area of validity for the warranty is the country in which the phone has been purchased.

The following services are included in our warranty:

- **Guaranteed fast repair service.** Upon receiving the phone/device, we will begin the repair process immediately within 24 hours.
- **Fault diagnosis for free.** All our customers receive free fault diagnosis, regardless of whether the device in question is covered by Swappie's liability for defects.
- **Replacement device.** If we are unable to return the device to its earlier condition, we will try to replace it with another corresponding model.

If it appears that the device's fault has been caused by the Customer, Swappie is not liable for it. Possible such causes include, for example, causing physical damage to the device, using the device contrary to its instructions, or other negligent actions.

Repair process

The detected fault will be repaired in our repair service. If the availability of spare parts is poor, the parts are unreasonably expensive or the device otherwise proves to not be worthy of repairing, the faulty device in question will be replaced with a corresponding model. Thanks to our fast repair service, Swappie's warranty repair takes only up to 5 working days on average from the time the device has arrived to the repair service. In some cases, such as during public holidays or for other reasons, the repair process may take longer. In order for the device to be repaired within a reasonable time, the quality of the device, availability of spare parts, quality and extent of the fault or other special technical properties must also be taken into account. Swappie may also agree on a price reduction or refund if repairing the fault is not worth it, the fault is minimal or the device cannot be repaired.

The following should be noted about the 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™.
- If the device has been plugged into an unearthed outlet, the damages are not covered by the Swappie Warranty™.
- Severing the power supply cables or physically opening the device will void the Swappie Warranty™.
- Damage to the product during shipment due to the sender's negligence is not covered by the Swappie Warranty™. Packages should always be packed protectively enough.
- 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 product, such as the destruction of 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 improper use, such as the phone having been dropped or having hit something.
- The Swappie Warranty™ is voided, if a product bought from Swappie has been repaired inappropriately by the customer himself or a third party.
- The Swappie Warranty™ is voided if the phone is bent or has a water damage or any features have broken due to improper use, such as the phone having been dropped or having hit something.

Warranty/return procedure

The Customer must inform us about any faults as soon as possible after they have been detected. Notifying us is to be done by email at info@swappie.com or through our chat. 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 specified in the instructions.

The Customer is responsible for backing up the files on the device before sending it in for repair. If the device is delivered and returned so that it is marked as fragile, meaning that the handling of the device requires special measures, the Customer is liable to pay for the incurred delivery costs.

8. LIABILITY

Products and services are always sold as they are. Swappie is not liable for any direct or indirect costs, nor loss of income incurred by faults and/or use of the products and services.

Swappie's liability is always limited to the content of these terms and conditions and to a maximum of a refund of the purchase price. The product liability for defects is limited to the possible refund of the purchase price minus the benefits received.

Certain functions or services provided in or through the website may require opening a user account (including setting up 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 forgetting Apple ID or password. Also, due to information and personal data security, Swappie isn't liable for providing the original purchase receipt from the original owner of the phone.

9. WEEE

Swappie Oy will take back your WEEE on a one-for-one, like-for-like basis, free of charge. WEEE and waste batteries can also be returned to your local civic amenity site free of charge. The following link will show you how to find the civic amenity site closest to you where you can recycle your WEEE, batteries and light bulbs, <https://www.weeeireland.ie/household-recycling/where-can-i-recycle/>. Never put WEEE, batteries or light bulbs in any of your bins. Swappie Oy's producer registration number is 3254WB.