

Terms & Conditions

1. This Service is provided by LIKEWIZE SERVICES UK LIMITED, a company registered in England and Wales with Company Number: 8401611, a Likewize company, to the Customer as defined below.

2. Definitions:

'Likewize' means LIKEWIZE SERVICES UK LIMITED, the party providing the Services, which is not Apple.

'Customer' means the entity below who is party to these Terms and Conditions.

'Eligible Device' means any mobile phone, handset, tablet, laptop or similar that is determined by Likewize as eligible at its sole discretion.

'Party' means a party to these Terms and Conditions including (where applicable) its lawful successors, permitted assigns and transferees;

'Service' means the collection of used Eligible Devices for responsible reuse of the Eligible Device or its parts.

'Terms and Conditions' means these Terms and Conditions for the Supply of Services to which the Customer has agreed to be bound by signing below.

'Used Equipment' means Eligible Devices or other items provided by the Customer to Likewize for the provision of the Service.

3. Customer understands, acknowledges and agrees that the Services are provided by Likewize and not Apple. Customer hereby agrees that to the extent possible and permitted by the law of England and Wales that Apple shall have no liability to the Customer with regards to the provision of or the Customer's use of the Service.

4. Customer also acknowledges and understands that by offering Eligible Devices to Likewize it is offering to engage Likewize to provide the Services. Such offer is not accepted by Likewize until it provides written notice of the same or begins provision of the Services for the Eligible Device, whichever is the latest. Likewize may at any time, and without liability, refuse the Customer's offer or retract its acceptance. In the circumstance where acceptance is retracted by Likewize then Likewize shall return any Eligible Devices to the Customer at its own cost.

5. Customer represents and warrants that it is the sole owner of the Eligible Device or has been authorised by the owner of the Eligible Device to use and/or submit the Eligible Device to the Service and to sell the Eligible Device to Likewize and there are no liens, encumbrances or security interests in or attached to the Eligible Device and that no other party has a legal interest in it.

6. Customer represents and warrants that they will comply with all obligations of these Terms and Conditions and the Likewize Renew for Business Application.

7. Customer represents and warrants that any items of Used Equipment the Customer seeks to recycle through the Service or provides with an Eligible Device:

7.1. shall not infringe on any third-party intellectual property right (including copyright, trademarks, patent, trade secrets or other proprietary right); or be counterfeit, stolen or fraudulent.

7.2. That it has removed all data and personal information from the Eligible Device and has reset the Eligible Device through its settings functions to "erase all content and settings" before being

handed to Likewize;

7.3. That the Eligible Device is not subject to any continuing air time contract with a network operator and the Customer shall ensure that any SIM card is removed from the Eligible Device before it is handed to Likewize;

7.4. That the customer has removed or disappplied any security lock codes or “find my phone” functions in relation to the Eligible Device

8. Customer agrees that they have the sole responsibility to keep a separate backup copy of any files or data before using the Service and transferring ownership of their Eligible Device to Likewize in accordance with these Terms and Conditions. The Customer agrees that they have taken reasonable steps to eliminate and delete files and data that are deemed personal or confidential. Data recovery is not a part of the Service and Likewize accepts no responsibility or liability for any lost or corrupted files, information or data. The Customer acknowledges that Likewize will rely on the Customers obligations to clear all Eligible Devices of any personal data and confidential information and to “erase all content and settings” on the Eligible Device and shall have no obligation to check for any such information on the Eligible Device. If Likewize subsequently completes the purchase of the Eligible Device from the Customer it shall be free to resell the Eligible Device and shall have no obligation to monitor where the Eligible Device may end up or what use is made of the Eligible Device and the Customer shall hold harmless Likewize against any claims losses fines or damages incurred by Likewize which may be brought from the Customer's nominated users of the Eligible Device for misuse or unauthorized disclosure of any personal data or confidential information which may still be left on the Eligible Device.

9. Customer may submit Eligible Devices for the provision of the Recycle Service by advising Likewize of the quantity and description of the devices it shall submit. Likewize shall provide the Customer a non binding indicative price it is willing to pay for the Eligible Device based upon the information provided to Likewize. Likewize shall send to the Customer an appropriate pre-paid packaging for the Customer to submit the Eligible Devices to Likewize for further and more thorough inspection.

10. Once the Eligible Device is received by Likewize it shall conduct a review of the Eligible Device to establish its quality and shall provide a formal price for the Eligible Device at which Likewize is willing to purchase the Eligible Device or it shall advise the Customer that it is rejected and (other than Eligible Devices rejected in accordance with clause 11) Likewize shall return the Eligible Device to the Customer. Any price offered will be open for acceptance by the Customer within 21 days of receipt.

11. If the Customer does not accept the price offered referred to in clause 10 within the 21 days it shall be deemed rejected and the Eligible Device shall be returned to the Customer.

12. If the Customer accepts the price offered referred to in clause 10 within the 21 days by notifying Likewize in writing (and provision of a required credit note for the difference in initial price and formal price in accordance to 14.1 and 14.3 below) the price offered referred to in clause 10 within the 21 days then a binding contract for the sale by the Customer and purchase by Likewize of the Eligible Device will be created

13. All prices quoted shall be deemed inclusive of VAT or other sales tax.

14. Within 30 days of the end of each month Likewize shall submit a report to the Customer of all Eligible Devices sold and purchased and the price in accordance with clause 12 (but only if there has been any) and:

14.1 for non-UK transactions, Customer shall raise an invoice for the indicative price upon being notified of such price by Likewize for the Eligible Device(s). Likewize shall take title to such Eligible Device(s) upon collection of the Eligible Device(s) by Likewize which shall occur only after Likewize have received a valid invoice for the indicative price.

14.2. shall where permitted by law (UK transactions only) Likewize shall raise an invoice on behalf of the Customer for those Eligible Devices sold and submit that together with payment for such Devices to the Customer; or

14.3 Where Likewize inform the Customer of a formal price (which differs from the indicative price) and Customer accepts new formal price then Customer shall provide a credit note to Likewize for the difference in initial price and formal price. Likewize shall not be obligated to pay the invoice until such credit note has been received.

14.4 Where Customer rejects the formal price offered, and in accordance with these terms Likewize shall be obliged to return the Eligible Device(s) only where a credit note for the non-accepted formal price is provided to Likewize by Customer.

15. Risk in the Eligible Device shall pass to Likewize upon submission to Likewize and, where applicable return to the Customer if it is rejected. Title in the Eligible Device shall transfer to Likewize upon the creation of a binding contract in accordance with clause 12.

16. If the Eligible Device provided by the Customer under these Terms and Conditions or otherwise to Likewize is found to be registered as lost, stolen or counterfeit Likewize will retain the same in accordance with the Recycler Charter introduced by the Home Office, part of the British Government, confirmed by the Police and Industry. The Eligible Device will NOT be returned to the Customer nor will Likewize reimburse or provide any consideration for such Eligible Device unless the Customer is able to prove the legitimate ownership of the Eligible Device and that the Eligible Device is not stolen or counterfeit within 28 days of Likewize informing the Customer about the fact that the Eligible Device has been registered or found to be lost, stolen or counterfeit. It is the responsibility of the Customer to inform Likewize if they are contesting such finding or registration, so that the Eligible Device can be retained in quarantine subject to final resolution. If the Customer is not able to prove the legitimate ownership of the Eligible Device, it will be treated in accordance with the Recycler Charter requirements.

17. This Service is provided by Likewize in accordance with the Likewize Renew for Business Application and these Terms and Conditions for lawful purposes only, and the Customer agrees to indemnify Likewize and any of its directors, officers, employees, affiliates, subsidiaries or agents from and against any claims or allegations brought or made against Likewize arising from:

17.1. (i) the performance of the Service on any Eligible Device provided or submitted by the Customer, or;

17.2. (ii) any breach of these Terms and Conditions by Customer including any warranty

18. Subject to clause 18 Likewize will under no circumstances be liable for any special, indirect, incidental or consequential damages resulting from the provision of, or the use of the Service by

the Customer. To the extent permitted by applicable law, Likewize, and its affiliate's entire liability, if any, from any cause whatsoever with respect to this service shall not exceed the sum of the total quoted value of the Eligible Devices.

19.Nothing in these terms shall have the effect of limiting either party's liability for death or personal injury arising from its negligence, or arising from its fraud or any matter which cannot be excluded by law and the limitations set out in clause 17 shall be limited to the greatest extent permitted by law.

20.Each Party shall comply at all times with the provisions and obligations imposed on it by the Data Protection Act 1998 (DPA) or any legislation that replaces it in whole or in part and any other legislation relating to the protection of personal data and with the guidelines and guidance notes issued from time to time by the Information Commissioner (and any successor) and all other relevant authorities. Any personal information as defined by DPA received by Likewize shall be used in accordance with its privacy policy which can be viewed on the website to which there terms and conditions are found.

21.The Parties agree that all information concerning the other Party which is acquired in consequence of or in connection with this Agreement shall be treated as confidential and shall not be passed to any third party without the prior written permission of the Party to whom the information belongs (provided always that both Parties may disclose copies of this Agreement to their professional advisers and for the purposes of complying with any legal obligations they may have in connection with this Agreement and for the purposes of performing this Agreement).

22.These Terms and Conditions and any non-contractual obligations arising in connection with it shall be governed by and construed under English law and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales. If any dispute or difference arises between the Parties pursuant to these Terms and Conditions then the Parties shall within 10 days of service of a written request from either Party meet in a good faith effort to resolve the dispute or difference. If the dispute or difference is not resolved at such meeting either Party may initiate any court proceeding.

23.This Service is void where prohibited or restricted by law.

24.Likewize reserves the right to refuse, cancel or limit Services for any reason and may change these Terms and Conditions at any time without notice.