

TPS TELECOM PRODUCTS AND SERVICES MIDDLE EAST LLC Terms and Conditions

This page, together with our [Privacy Policy](#), tells you information about us and the legal terms and conditions (the “Terms”) on which you trade-in your mobile phone, tablets and / or computers (towers / desktops) and netbooks and / or watch from any manufacturer (the “Products”) via our website [AE-appletradein.Likewize.com](#).

These Terms will apply to any contract between TPS TELECOM PRODUCTS AND SERVICES MIDDLE EAST LLC, a corporation existing under the Laws of United Arab Emirates with Commercial License 861203 having its principal place of business at Office No. 216. & 217, Gold & Diamond Park 5, Dubai, UAE. (referred to herein as “Us”, “Our” and “We”) for the trade in of Products by you (the “Contract”). Please read these Terms carefully and make sure that you understand them, before trading-in any Products via our Site. Please note that before trading-in a Product placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to trade-in any Products via our Site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 7. Every time you wish to trade-in Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms were most recently updated on 1 June 2018

These Terms, and any Contract between us, are only in the English language.

- **1. Information about us**

- 1.1 We operate the Site.
- 1.2 Whilst the trade-in process includes the trade-in of Apple Products, the trade-in, Apple Trade In service is provided by us as an independent third party. Apple Inc and its affiliated and subsidiaries (collectively “Apple”) are not party to the Contract between you and us and you shall have no right of action against Apple for any breach of a Contract.
- 1.3 Apple hereby disclaims and excludes any and all warranties of any kind, express or implied. By using the Site, you hereby release Apple and its respective directors, employees and agents from any disputes, claims, demands, and/or damages (actual or consequential) of every kind, whether known or unknown, arising out of, or relating to, your use of the Site and our services, including, without limitation, incomplete or completed transactions and any claims or disputes between you and Likewize.

- **2. Our Site**

- 2.1 We may update our Site from time to time, and may change the content at any time. However, please note that any of the content on our Site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our Site, or any content on it, will be free from errors or omissions and we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up-to-date.
- 2.2 Our Site is made available free of charge. We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.
- 2.3 You are responsible for making all arrangements necessary for you to have access to our Site.

- 2.4 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 2.5 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 2.6 The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.
- 2.7 We do not guarantee that our Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software.
- 2.8 You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence . Where a criminal offence has been committed we will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities and may disclose your identity to them. In the event of such a breach, your right to use our Site will cease immediately.
- 2.9 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.
- **3. How we use your personal information**
 - 3.1 We only use your personal information in accordance with our [Privacy Policy](#) and relevant Data Protection Laws. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.
 - 3.2 It is your responsibility to:
 - a. Remove your sim card (the "**SIM**") and any memory card before sending your Product to us. The SIM and memory card can contain private information, and may enable unauthorised use of your network airtime or your personal information. If you fail to remove the SIM or memory card , you agree to release us from all claims, losses or damages with respect to the use of the SIM or memory card arising before, or after receipt of your Product. Any SIMs or memory cards received by us are non-returnable and shall be disposed of;
 - b. Delete and remove all personal file and data, whether in the form of personal details, SMS, photos, games, songs or other data, (the "**Data**") from the Product ; and Please refer to (i) for Apple devices - Apple's guidance on deletion of Data, storing Data to iCloud or other backup, and resetting the Eligible Device to factory settings (ii) for other manufactures – their guidance on deletion of Data, storing Data to the cloud or other backup, and resetting the Eligible Device to factory settings.
 - c. switch off 'Find My iPhone' or equivalent on your Product, if it is an Apple Product.
 - d. Notwithstanding clause 3.6 below, if Likewize receives your Product with Data still left on it Likewize may reject the Product and cancel the contract. Please ensure you remove all data and rest the Product to factory settings before handing or sending it to Likewize.

- 3.3 By sending your Product to us, you agree to release us from all claims, losses or damages with respect to the SIM, Data or Product. We accept no responsibility in relation to the security, protection, confidentiality or use of such Data or the SIM.
- 3.4 It will not be possible for you to obtain any Data or other content from the Product, whether stored on the Product or memory card, once it has been sent in to us.
- 3.5 You agree that you have the sole responsibility to keep a separate back up copy of any Data before sending your Product to us; and that you have taken all reasonable steps to eliminate and delete Data that is deemed personal or confidential. Data recovery is not a part of the trade-in, Apple Trade In service and we and Apple accept no responsibility or liability for any lost Data.
- 3.6 Where a Product is received by Likewize which, when the Product is turned on, appears not to have been reset to factory settings and Data is immediately obvious from the screen, then you hereby authorise Likewize shall take reasonable actions to wipe or remove any stored Data from the Product by resetting the Product to factory settings in accordance with Apple's or the manufacturer's recommended guidelines and utilizing the reset functions on the Product to do so. Likewize shall have no further obligations in respect of wiping or removing the Data. Likewize accepts no responsibility for failure to maintain the integrity or confidentiality of any Data, and does not warrant or guarantee that resetting the Product to factory settings will permanently delete any Data or personal information

- **4. If you are a consumer**

This clause 4 only applies if you are a Consumer.

- 4.1 For the purposes of these Terms, "Consumer" means an individual who neither enters into a Contract in the course of a business, nor holds himself out as doing so, and procures services and/or commodities to meet his/her personal needs or that of others as defined by the UAE Federal Law No. 24 for the year 2006 on Consumer Protection. Subject to clause 6, if you are a Consumer, by trading-in Products via our Site you warrant that:
 - a. You are at least 18 years old or, if you are under 18 years of age, that you have obtained your parent's or guardian's consent to sell your Products to us for the sum indicated via our Site;
 - b. You are the sole owner of the Product or has been authorised by the owner of the Product to make decisions on the Product and there are no liens, encumbrances or security interests in or attached to the Product and that no other party has a legal interest in it;
 - c. The Product is not counterfeit, stolen or fraudulent;
 - d. In using the Site and trading-in the Product, you are not infringing any intellectual property right of a third party;
 - e. You are resident in United Arab Emirates and that you are accessing our Site from that territory; and
 - f. You are legally capable of entering into a binding contract;
 - g. You are not an Apple reseller
- 4.2 If you are a Consumer then these terms and conditions shall not affect any statutory rights you may have as a consumer.

- **5. If you are a business customer**

This clause 5 only applies if you are a business.

- 5.1 Subject to clause 6, if you are not a Consumer, by trading-in Products via our Site, you warrant that:
 - a. You are based in United Arab Emirates and that you are accessing our Site from that territory;
 - b. You are the sole owner of the Product or has been authorised by the owner of the Product to make decisions on the Product and there are no liens, encumbrances or security interests in or attached to the Product and that no other party has a legal interest in it;
 - c. The Product is not counterfeit, stolen or fraudulent;
 - d. In using the Site and trading-in the Product, you are not infringing any intellectual property right of a third party; and
 - e. You have authority to bind any business on whose behalf you use our Site to trade-in Products.
- 5.2 These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 5.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- 5.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- **6. Excluded customers**

Product dealers, stockists, or specialist retailers, resellers or distributors of Products are excluded from the offers on this Site unless a specific exception has been agreed in writing by a director of TPS TELECOM PRODUCTS AND SERVICES MIDDLE EAST LLC..
- **7. Our right to vary these Terms**
 - 7.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
 - 7.2 Every time you trade-in Products via this Site, the Terms in force at the time of your trade-in will apply to the Contract between you and us.
 - 7.3 We may revise these Terms as they apply to your order from time to time to reflect the following circumstances:
 - a. changes in relevant laws and regulatory requirements; and/or
 - b. a change in our business practice.
 - 7.4 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel in respect of all of the affected Products. If you opt to cancel, you will have to return any monies (or other consideration) you have already received.
- **8. Product trade-in process**

Our Site will guide you through the steps you need to take to trade-in Products with us. Our trade-in process allows you to check and amend any errors before submitting your sale order to us.
- **9. Valuing your Product**

- 9.1 You warrant that you will accurately describe the condition of your Products so that we are able to provide an initial quotation before we are in receipt of, and able to, inspect the Product (the “**Original Quotation**”).
- 9.2 For your Product to be in ‘full working order’ it must satisfy the following criteria:
 - a. The Product must be complete with no missing, damaged, or cracked parts (e.g. a stylus for touch screen phones should be included if the phone was originally supplied with one);
 - b. The Product should be fully functional. It should power up, and should be free from PIN locks. Mobile phones should make and receive a call. All functionality must work (e.g. Bluetooth, Camera, Wireless). All control buttons (on/off, volume, navigation) and all the buttons on the keypad must work. All connection sockets should work, all microphones and speakers should work, and the IMEI/serial label should be intact;
 - c. The display should be clear and fully intact. There should be no fading, no pixels missing, no cracks and no bleeding on the screen. Touch-screens should be free from major scratching;
 - d. The Product must be free from water damage (and signs of water damage as signified by the manufacturer’s water damage indicators); and
 - e. If the Product has a flip or slider mechanism, it should open and close properly.
- 9.3 Likewise does not accept any Apple iPhones or iPads or Apple Watches that have an Activation Lock via an iCloud account
- 9.4 If you are in any doubt as to the condition of a Product, you are advised to contact us first before sending in your Product.
- 9.5 We accept accessories such as chargers and headsets but these do not increase the value of your Product, unless clearly stated on the website.
- 9.6 Upon receipt of your Product, we will carry out an Inspection (as defined in clause 11.1). Any incorrect or inaccurate Product descriptions may result in us re-evaluating our Original Quotation to produce a Revised Quotation (as defined in clause 11.3).
- 9.7 You must ensure that we are in receipt of the Products within 10 days of the date that we provide the Original Quotation. If we are not in receipt of a Product in such 10 day period, we reserve the right to offer you the lower of the: (i) Quotation; or (ii) current price on the Site on the day the Products arrives with us, subject to the clause 10 and 11 below.
- **10. Lost, Blocked, Stolen and Fake Products**
 - 10.1 For the purposes of these Terms:
 - a. **"Lost, Blocked or Stolen"** Products are Products that have been reported as either lost, blocked or stolen as recorded in any of the stolen asset registers maintained by CheckMEND at <http://www.checkmend.com/geo/index.php>; and
 - b. **"Fake"** Products are counterfeit Products which are manufactured to resemble products made by another company in breach of the intellectual property rights of the genuine manufacturer.
 - 10.2 We will make no payments to customers for Products received which are either Lost, Blocked or Stolen or Fake.
 - 10.3 We reserve the right to inform the relevant authorities if there is any suspicion that there is a deliberate attempt to perpetrate a fraud. We reserve the right to reclaim any money paid to you if it is discovered within three months of the return of that Product that the Product has either been reported as a Lost, Blocked or Stolen Product or the Product is discovered to be a Fake.

- 10.4 Products which are Lost, Blocked, or Stolen will not be returned in accordance with UAE Federal Law No. 3 of the Year 1987 on Passing the Penal Code. Fake Products will only be returned if we consider (in our sole opinion) that they were remitted in good faith.
- **11. Inspection and Revised Quotation**
 - 11.1 Once your Products have been received by us, we will inspect the Product to check to see if it complies with the description that you provided to us originally (the "**Inspection**").
 - 11.2 The Inspection will focus on, amongst other things, the model and condition of the Product. If the model and/or condition are different to your original description, the Original Quotation will be adjusted in accordance with clause 12.2 below. Should our Inspection reveal that you have sent us a different model than the one that we provided an Original Quotation for, we will offer an amount for the different model based on the price displayed on the Site on the day that we are in receipt of the different model (subject to the condition of the Product).
 - 11.3 We will contact you via email or text to confirm the amount we will offer for such Product as adjusted, if necessary, by these Terms (the "**Revised Quotation**"). You will have 5 working days from the date that we have sent the email or text in which to accept the Revised Quotation provided that we cannot be held responsible for the non-delivery of emails because of spam email or junk filters. If you:
 - a. choose to decline the Revised Quotation within the 14 day period, you may ask us to return the Products to you. Please allow for up to 10 working days to receive your returned Products. If for any reason we cannot send you back your original Product then We will be obliged to make payment for the Original Quotation; or
 - b. do not reply within 14 working days of us sending the email or text, we will pay you the Revised Quotation.
 - 11.4 Under no circumstances can Products be returned by us to you after the expiry of the fourteen day period detailed in clause 11.3.
 - 11.5 Additional accessories that have been sent in with your Product which have not been requested by us cannot be returned to you.
- **12. How the Contract is formed between you and us**
 - 12.1 Nothing on this Site constitutes an offer by us to sell or purchase any goods or services.
 - 12.2 Sending Products to us shall constitute an offer by you to sell such Products to us in return for the Original Quotation ("Your Offer"). However, please note that this does not mean that Your Offer has been accepted. Our acceptance of your Offer will take place as described in clause 12.3.
 - 12.3 No Contract will be formed until either:
 - a. we accept Your Offer, by paying to you a sum equal to the Original Quotation; or
 - b. you have accepted our Revised Quotation and we make a payment to you of a sum equal to the Revised Quotation, within the time frame set out in clause 13.
- **13. Payments**
 - 13.1 We initiate payments to you through Apple Gift Card within 3 working days after receipt and Inspection.
 - 13.2 All quotations and payments include applicable taxes
- **14. Title and Risk in Products**

- 14.1 Title and risk in the Product(s) shall pass to us on completion of the payment to you for such Product(s) at which point you disclaim any further right, title or interest in and to the Product or any items contained therein.
- 14.2 We take no responsibility for the loss of, or damage to, Products in transit from you to us and for each Product that you send to us you shall ensure that it is adequately:
 - a. insured for loss in transit; and
 - b. packaged so that it is physically protected.
- 14.3 For the avoidance of doubt, should any Product be lost or damaged whilst in transit from you to us, any claim that you may have that arises as a result of the loss or damage will be against the mail/courier service that you used to send the Product to us.
- 14.4 You are permitted to return your Product to us in your own packaging and you will be provided with a free return shipping label. You may also request free shipping packaging to be sent to you by us, along with a free return shipping label. However, this does not effect the operation of clauses 14.1 to 14.3 and you remain liable for any loss or damage to the Product whilst in transit to us.

- **15. Our liability if you are a business**

This clause 15 only applies if you are a business customer.

- 15.1 Nothing in these Terms limits or excludes our liability for:
 - a. death or personal injury caused by our negligence;
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability which cannot be excluded by law.
- 15.2 Subject to clause 15.1, TPS TELECOM PRODUCTS AND SERVICES MIDDLE EAST LLC and Apple and any of their group companies and their officers, directors, employees, shareholders or agents of any of them (collectively, the "MPX Parties") will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - a. any loss of profits, sales, business, or revenue;
 - b. loss or corruption of data, information or software;
 - c. loss of business opportunity;
 - d. loss of anticipated savings;
 - e. loss of goodwill; or
 - f. any indirect or consequential loss.
- 15.3 Subject to clause 15.1, Our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price we paid for the relevant Product(s).
- 15.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Site. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

- **16. Our liability if you are a consumer**

This clause 16 only applies if you are a consumer.

- 16.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our

negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Contract.

- 16.2 We do not in any way exclude or limit our liability for:
 - a. death or personal injury caused by our negligence;
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability which cannot be excluded by law.
- 16.3 Subject to clause 16.1, the MPX Parties have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- **17. Indemnity**

The trade-in, Apple Trade In service is provided for lawful purposes only, and you agree to indemnify the MPX Parties from and against any claims brought against any of them arising from performing its obligations under a Contract on your behalf or for any breach of these Terms by you.

- **18. Events outside our control**

- 18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control (as such phrase is defined in clause 17.2).
- 18.2 An “**Event Outside Our Control**” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 18.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
 - a. we will contact you as soon as reasonably possible to notify you; and
 - b. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- 18.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return any monies you have already received and we will return any Products relating to such monies.

- **19. Communications between us**

- 19.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 19.2 If you are a consumer you may contact us by e-mailing us at AE.AppleTradeIn@Likewize.com. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
- 19.3 If you are a business you may contact us by e-mailing us at AE.AppleTradeIn@Likewize.com. If you wish to give us formal notice of any matter in accordance with these Terms, please contact us as follows:
 - a. Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

- b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting or if sent by e-mail, one business day after transmission.
 - c. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
 - 19.4 The provisions of this clause 18 shall not apply to the service of any proceedings or other documents in any legal action.
- **20. Intellectual property rights**
 - 20.1 We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
 - 20.2 You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site.
 - 20.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
 - 20.4 Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.
 - 20.5 You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.
 - 20.6 If you print off, copy or download any part of our Site in breach of these Terms, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- **21. Other important terms**
 - 21.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
 - 21.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
 - 21.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the UAE Federal Law No. 5 for the year 1985 issuing the Law of Civil Transactions of the United Arab Emirates or any other applicable law or regulation or otherwise.
 - 21.4 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
 - 21.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
 - **21.6 If you are a consumer:**
 - a. please note that these Terms are governed by the law of England and Wales. This means a Contract for the trade-in of Products through our

Site and any dispute or claim arising out of or in connection with it will be governed by English and Welsh law; and

- b. you and we both agree to that the courts of United Arab Emirates will have non-exclusive jurisdiction.

○ **21.7 If you are a business:**

- a. a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of United Arab Emirates; and
- b. we both irrevocably agree that the courts of United Arab Emirates shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).