



BUYBACK AND TRADE-IN TERMS AND CONDITIONS

Effective Date: 13 October 2026

1. BUYBACK AND TRADE-IN (“BBTI”)

- 1.1. These terms govern the trade-in of Eligible Device in exchange for cash (“BBTI Program”) provided by Swap Telecommunication Pte Ltd (“Swap Mobile”) accessible through our Mobile App.
- 1.2. By submitting a Device Trade-In Request, You confirm that You have read, understood and agreed to be bound by these terms and conditions (“BBTI Terms”). If you do not agree to any of the provisions in our BBTI Terms, you must not participate in this BBTI Program.
- 1.3. To the extent applicable to the BBTI Program, these BBTI Terms shall be read together with, and the following terms and policy (as amended from time to time) are incorporated into and form part of these BBTI Terms:
 - (a) Consumer Mobile Terms and Conditions (the “Consumer Mobile Terms”);
 - (b) Terms of Website / App (the “Website Terms”); and
 - (c) Privacy Policy.
- 1.4. In the event of any conflict or inconsistency between the aforementioned terms and conditions in relation to the BBTI Program, the following order of precedence shall apply, in descending order:
 - (a) these BBTI Terms;
 - (b) the Consumer Mobile Terms; and
 - (c) the Website Terms.
- 1.5. We reserve the right to modify, vary, supplement, change or amend these BBTI Terms at any time with reasonable notice to You. In the event that any changes are made, the revised BBTI Terms shall be published on our Website. You agree that your continued access and/or participation in the BBTI Program after the date that such changes or revisions were published signifies your acceptance of the revised BBTI Terms.

2. ELIGIBILITY

- 2.1. To participate in the BBTI Program, You represent and warrant that at the time of participation:



- (a) You are an existing customer of Swap Mobile with an active subscription to, and are currently using Swap Mobile Services;
- (b) You are at least eighteen (18) years of age; and
- (c) You have successfully registered an User Account through our Mobile App / Website.

2.2. Swap Mobile, may at its reasonable discretion, reject any Device Trade-In Request without any liability to you. Further, Swap Mobile is not obliged to disclose the reasons for such decision.

3. **ELIGIBLE DEVICE**

3.1. Only Eligible Devices which meets the following criteria will be accepted for Device Trade-In:

- (i) it has a valid, unaltered and legible IMEI number;
- (ii) it is free from any telecommunications carrier lock or network restriction, and is not subject to any carrier contract, lease agreement or device instalment or financing programme;
- (iii) it is free from any mobile device management (MDM) software or profile;
- (iv) it is fully functional and retains its original manufacturer brand and model specifications, without any modification or unauthorised repair;
- (v) Find My iPhone, Google Factory Reset Protection or any equivalent activation lock or device-locating feature has been disabled;
- (vi) it has been signed out of and unlinked from all accounts, including but not limited to iCloud, Google and manufacturer accounts;
- (vii) it has all Personal Data and Content erased; and
- (viii) it has not been reported, flagged or blacklisted as lost, stolen or otherwise compromised with any law enforcement agency or regulatory authority.

3.2. The above criteria as set out in Clause 3.1 may be updated and revised from time to time. Swap Mobile reserves the rights to reject any Devices that does not meet our criteria without any liability to You.

4. **BBTI PROGRAM STRUCTURE**

4.1. Device Trade-In will be performed in the following manner. You will need to:

- (a) launch the Swap Mobile App and select the Device Trade-In option to begin the Device Trade-In process;



- (b) provide the required information about Your Eligible Device, including its IMEI number, brand, model, storage, capacity and physical condition. Based on the information provided, Swap Mobile will carry out a preliminary assessment of Your Eligible Device (**"Preliminary Assessment"**);
- (c) following the Preliminary Assessment, Swap Mobile will generate an estimated Trade-in Value (**"Initial Trade-in Value"**). You acknowledge that the Initial Trade-in Value is an estimate only and does not constitute a final offer from Swap Mobile and is subject to Swap Mobile's physical inspection of your Eligible Device;
- (d) if you accept the Initial Trade-in Value, Swap Mobile will arrange for the collection of your Eligible Device within three (3) working days from the date of acceptance of the Initial Trade-In Value;
- (e) upon submission of Your Device Trade-in Request, you will be issued a trade ID as confirmation of Your Device Trade-In Request. You must then hand over your Eligible Device to Swap Mobile's appointed logistics partner at the scheduled collection time;
- (f) upon collection of Your Eligible Device, Swap Mobile will perform diagnostic tests and inspections on the Eligible Device to verify its actual condition against the condition You declared in the Preliminary Assessment (the **"Final Assessment"**);
- (g) based on the Final Assessment, Swap Mobile may adjust the Initial Trade-In Value and will notify You of the Final Trade-In Value of Your Eligible Device (the **"Final Trade-In Value"**), whether it differs from that Initial Trade-In Value;
- (h) You must notify Swap Mobile of Your acceptance or rejection of the Final Trade-In Value within five (5) working days of being notified of it;
- (i) If You accept the Final Trade-In Value, Swap Mobile will pay the Final Trade-In Value to You in accordance with Clause 7 (Payment Terms); and
- (j) If You reject the Final Trade-In Value, or do not respond within the period mentioned in Clause 4.1(h) above, Your Device Trade-In Request shall be cancelled and Swap Mobile will return your Eligible Device to You, at no cost to You. Swap Mobile shall then have no further liability or obligation to You in respect of that Device Trade-In Request.



- 4.2. Without prejudice to Clause 5, Your Eligible Device must be received by Swap Mobile within seven (7) working days from the date of submission of Your Device Trade-In Request (the “Validity Period”).
- 4.3. If your Eligible Device is not received by Swap Mobile within the Validity Period due to Your failure to hand it over at the scheduled collection appointment, the Initial Trade-In Value shall automatically lapse and Your Device Trade-In Request shall be cancelled. You may submit a new Device Trade-In Request which will be subject to a fresh quotation.
- 4.4. You may cancel Your Device Trade-In Request at any time before handing over Your Eligible Device to Swap Mobile’s appointed logistics partner through Swap Mobile App or by contacting Swap Mobile customer service team at email: supportsg@swap-mobile.com.
- 4.5. Once Your Eligible Device has been handed over to and accepted by Swap Mobile or its appointed logistics partner, You may not cancel or withdraw Your Device Trade-In Request until Swap Mobile has notified You of the Final Trade-In Value.

5. **Collection and Return of Eligible Device**

- 5.1. Swap Mobile will use reasonable efforts to collect the Eligible Device from Your designated address or the latest address as contained in our records within three (3) working days from the date of Your acceptance of the Initial Trade-In Value. This collection timeframe is an estimate only and does not constitute a guaranteed collection date.
- 5.2. Collection of Your Eligible Device is subject to successful verification by Swap Mobile and/or its authorised courier at the time of collection. A collection attempt shall be deemed unsuccessful if:
 - (a) such verification cannot be completed; or
 - (b) Your Eligible Device cannot be collected at the designated address at the scheduled collection time due to Your unavailability or any other reason attributable to You.
- 5.3. Swap Mobile will make a maximum of three (3) collection attempts within the collection period set out in Clause 4.2. Your Device Trade-In Request shall be deemed cancelled, and the Initial Trade-In Value shall lapse, if:
 - (a) a collection attempt is unsuccessful under Clause 5.2(a); or



- (b) Your Eligible Device has not been collected due to one or more unsuccessful collection attempts under Clause 5.2(b).

Upon such cancellation, Swap Mobile shall have no further liability or obligation to You in respect of the Trade-In Request and You may submit a new Device Trade-In Request which shall be subject to a fresh quotation.

- 5.4. If Your Device Trade-In Request is cancelled pursuant to Clauses 4.1(j) and 5.2, Swap Mobile shall return your Eligible Device within three (3) working days from such date of cancellation in accordance with this Clause 5.

- 5.5. **Collection Area Restrictions:** Collection services are not available to the following locations and areas:

- (a) Airline Road;
- (b) Airport Cargo Road;
- (c) Alps Avenue;
- (d) Brani Terminal Avenue;
- (e) Changi Airport (restricted areas);
- (f) Riffle Range Road;
- (g) Seletar Airport;
- (h) Turf Club Avenue;
- (i) West Camp Road;
- (j) Jurong Island; and
- (k) all offshore islands excluding Sentosa.

- 5.6. Swap Mobile shall not be liable for any delay in collection, including, without limitation, delays arising from courier or logistics disruptions, or any other circumstances beyond Swap Mobile's reasonable control.

- 5.7. Prior to collection of Your Eligible Device, You must:

- (a) back up all data, files and Content stored on Your Eligible Device;



- (b) disable all device-tracking features and sign out of all accounts (including Apple ID and Google accounts);
- (c) remove any SIM card and memory card from Your Eligible Device; and
- (d) perform a factory reset to permanently erase all Personal Data, files and Content from Your Eligible Device.

5.8. You acknowledge and agree that You are solely responsible for backing up and erasing all data including Personal Data on Your Eligible Device before handing it over to Swap Mobile and/or its authorised courier partner. Swap Mobile shall not be responsible or liable for any loss of data, or for any data that remains on Your Eligible Device after collection, and Swap Mobile shall have no obligation to retrieve, return or preserve any such data. Notwithstanding the foregoing, Swap Mobile may but is not obliged to perform its own data erasure on any Eligible Device it receives.

6. **Device Diagnostics:**

6.1. You acknowledge that the Initial Trade-In Value and the Final Trade-In Value depend on the make, model, storage capacity, cosmetic condition and functionality of Your Eligible Device. Any discrepancy between the actual condition of Your Eligible Device and Your declaration in the Preliminary Assessment, including any undeclared cosmetic damage, screen defects (such as dead pixels) or functional faults, may result in the Final Trade-In Value being lower than the Initial Trade-In Value. Swap Mobile's determination of the Final Trade-In Value based on the Final Assessment shall be final and conclusive.

6.2. Swap Mobile reserves the right, at its sole discretion and without giving any reason, to reject Your Eligible Device upon completion of the Final Assessment. In such a case, Swap Mobile will return Your Eligible Device at no cost to you.

7. **Payment Terms**

7.1. Upon Your acceptance of the Final Trade-In Value, Swap Mobile will process payment of the Final Trade-In Value within fourteen (14) working days and credit it to Your selected payout method, being either:

- (a) Your Balance Account maintained with Swap Mobile; or
- (b) Bank transfer to Your designated Singapore bank account held in Your name.



7.2. For clarity, monies paid to your Balance Account maintained with Swap Mobile does not accrue interest and is non-refundable, except where otherwise required by Applicable Law. No withdrawal of cash is allowed through your Balance Account.

7.3. Swap Mobile shall not be responsible for any delay or failure in payment arising from incorrect or incomplete payout details provided by You.

8. **Your Responsibilities**

8.1. By submitting a Device Trade-In Request, You represent and warrant that You are the legal owner of the Eligible Device, or are otherwise duly authorised to trade it in, and that the Eligible Device is free from any lien, charge or third-party claim.

8.2. You shall ensure that all information You provide in the Preliminary Assessment, including the make, model and condition of Your Eligible Device is complete and accurate.

8.3. You shall hand over an Eligible Device of the same brand and model as declared in Your Device Trade-In Request. Swap Mobile may reject any Eligible Device that does not match Your declaration.

9. **Ownership Transfer**

9.1. Upon Swap Mobile crediting the Final Trade-In Value to Your selected payout method, full legal and beneficial title to the Eligible Device, together with all rights and benefits under any manufacturer's warranty, shall pass to Swap Mobile. You waive any further right, title or interest in the Eligible Device and any items contained in it and the Eligible Device shall not be returned to You thereafter.

10. **General Provisions**

10.1. Subject to Clauses 3.1 and 5.6., Swap Mobile will use reasonable endeavors to erase any data remaining on the Eligible Device as part of its processing. However, Swap Mobile does not provide data recovery or backup services and to the fullest extent permitted by law shall not be liable for:

- (a) any loss of data including Personal Data on the Eligible Device; or
- (b) any residual data that cannot be erased due to hardware or software faults or due to any act or omission of the device manufacturer or software supplier.



- 10.2. **Disclaimer:** The BBTI Program including our Website, Mobile App, any price calculator or device-grading tool are provided on an “as is” and “as available” basis. Except as expressly stated in these BBTI Terms and to the fullest extent permitted by law, Swap Mobile excludes all warranties, express or implied by statute, common law or otherwise including warranties of accuracy, completeness, fitness for a particular purpose, non-infringement of third-party rights, or that the BBTI Program or the Mobile App or any related portal will be uninterrupted or error-free or free from viruses or other harmful components.
- 10.3. **Indemnity:** You shall indemnify and keep indemnified Swap Mobile, its Affiliates, and their respective directors, officers, employees, agents, contractors and authorised courier partners (each an “Indemnified Party”) from and against all claims, demands, actions, proceedings, liabilities, losses, damages, costs and expenses, including all legal costs on a full indemnity basis, suffered or incurred by any Indemnified Party to the extent arising out of or in connection with:
- (a) any breach of Your representations, warranties or obligations under these BBTI Terms;
 - (b) any claim by any third party, including any bank, financier, telecommunications carrier, lessor, employer or law enforcement agency, to any right, title or interest in or to the Eligible Device;
 - (c) the Eligible Device being stolen, lost, unlawfully obtained or subject to any lien, charge, financing arrangements, lease or other encumbrance;
 - (d) any inaccurate, incomplete, false or misleading information provided by You in connection with the BBTI Program including in the Preliminary Assessment or Your Device Trade-In Request;
 - (e) any data, Content or material (including Personal Data of any third party) remaining on the Eligible Device that You failed to back up, remove or erase in accordance with these BBTI Terms;
 - (f) any unlawful, infringing or prohibited Content or material stored on the Eligible Device;
 - (g) any fraudulent, dishonest or unlawful act or omission by You, or any person acting on Your behalf, in connection with the BBTI Program;
 - (h) Your breach of any Applicable Law or regulation in connection with Your participation in the BBTI Program; or
 - (i) any breach by You of the Consumer Mobile Terms or the Website Terms in connection with Your participation in the BBTI Program, including Your use of the Mobile App, our Website or the User Account for the purposes of the BBTI Program.



- 10.4. Without prejudice to any other right or remedy, where Swap Mobile reasonably believes that any of the circumstances in Clause 10.3 applies, Swap Mobile may:
- (a) withhold or suspend payment of any Initial or Final Trade-In Value;
 - (b) retain the Eligible Device and/or surrender it to the relevant authorities; and/or
 - (c) recover from You any amount and/or Final Trade-In Value already paid to You in respect of the Eligible Device.
- 10.5. For the avoidance of doubt, the indemnity provision under Clause 10.3 and the limitation of liability provision under Clause 10.6 shall apply in place of and shall prevail over the indemnity provisions in the Consumer Mobile Terms and the Website Terms.
- 10.6. **Limitation of Liability:** To the fullest extent permitted by law, Swap Mobile shall not be liable for any:
- (a) loss of revenue, profits, contracts, business, opportunity, goodwill, reputation or anticipated savings;
 - (b) loss of use of money;
 - (c) loss of damage to or corruption of data; or
 - (d) indirect or consequential loss,
- in each case whether or not foreseeable, Swap Mobile's total aggregate liability arising out of or in connection with any Device Trade-In Request shall not exceed the Final Trade-In Value (or where none has been issued, the Initial Trade-In Value) of the relevant Eligible Device.
- 10.7. Clauses 10.3 to 10.6 shall survive the completion, cancellation or termination of any Device Trade-In Request and of these BBTI Terms.
- 10.8. **Intellectual Property:** All Intellectual Property Rights in our Device Trade-In service, Website, Mobile App, online tools, grading criteria, pricing data, Content, logos and trademarks, belong to Swap Mobile or to our licensors. You may use them only to obtain quotations and complete Device Trade-In for Your own purposes. You must not copy, modify, scrape, commercially exploit or reverse engineer them or use our name or marks without our written consent. Device manufacturer's names and trademarks are used only to identify devices and belong to their respective owners. Their use does not imply any affiliation or endorsement.



- 10.9. **Privacy Law:** By submitting a Trade-In Request, you expressly consent and authorise Swap Mobile and/or its Affiliates and/or its appointed agents, to collect, process/use and to disclose your personal data in accordance with our Swap Mobile's Privacy Policy which may be accessed at our Website.
- 10.10. We will use your Personal Data in providing assistance to law enforcement agency or other government agencies, for conducting analytics, marketing, research; credit scoring, customer services, tracking the equipment on our network, web use and profiling your preferences, joint promotional activities, managing bad debts and preventing fraud.
- 10.11. We will disclose and share your Personal Data with our Affiliates and third party service providers including but not limited to IT solution vendors, cloud service providers, authorised courier, banks, and data hosting partners, who assist us in the provision, maintenance and support of our systems, platforms and Services.
- 10.12. You acknowledge and expressly consent to Swap Mobile's collection, use and disclosure of your Personal Data, including by our Affiliates and/or third-party service providers, for the purpose of sending you marketing and promotional materials relating to our Services and those of our carefully selected partners that may be of interest to you. Such communications may be delivered via post, email, telephone, SMS, MMS, electronic messaging, online platforms, or other interactive media. Swap Mobile will only do so in accordance with the PDPA, and you may withdraw your consent at any time by writing in to us. Upon receiving your request, we will cease to send you such communications, in accordance with our obligations under the PDPA.
- 10.13. **No Partnership or Agency:** Nothing in these BBTI Terms creates a joint venture, partnership or agency relationship between Swap Mobile and You. Neither Party has authority to incur any liability or enter into any arrangement on behalf of the other.
- 10.14. **Waiver:** Our failure or delay to exercise any right or remedy provided under this BBTI Terms, or by law shall not be construed as a waiver of that right or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy by us. No single or partial exercise of such right or remedy by us shall prevent or restrict the further exercise of that or any other right or remedy.



- 10.15. **Severability:** If any part of this BBTI Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part of the provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this Clause 10.15, shall not affect the validity and enforceability of the rest of this BBTI Terms.
- 10.16. **Assignment:** You may not assign, delegate or otherwise deal with any of Your rights or obligations under these BBTI Terms without Swap Mobile's prior written consent. Swap Mobile may assign or delegate any of its rights or obligations under these BBTI Terms to any person.
- 10.17. **Force Majeure:** Swap Mobile shall not be liable for any delay or failure to perform its obligations under these BBTI Terms caused by Force Majeure Event or any event beyond its reasonable control.
- 10.18. **Entire Agreement:** This BBTI Terms contain the entire agreement between You and Swap Mobile in relation to the BBTI Program and there are no other agreements whether in writing or verbal, express or implied that governs the provision of the BBTI Program by Swap Mobile to You.
- 10.19. **Notices:** Unless otherwise specified to the contrary, Swap Mobile will communicate with You on all matters in connection with the BBTI Program in the following means:
- (a) by email (i.e. electronic mail) to the email address as provided by You and in our records.
 - (b) by SMS or mobile notification sent to Your mobile number registered with us.
- 10.20. For communication/notice by way of email, You are deemed to have received the communication/notice upon transmission of such communication/notice by us provided such communication/notice is not returned as undeliverable.
- 10.21. You must promptly notify Swap Mobile if there are any changes to Your contact details by updating Your details through our Mobile App or Website. Swap Mobile will not be liable for any losses arising from the non-receipt of our notices/communications to You due to outdated or incorrect contact details contained in our records.
- 10.22. Save for Swap Mobile and its Affiliates, no other person who is not privy to this BBTI Terms has any right under the Contracts (Rights of Third Parties) Act (Cap 53B).



- 10.23. **Governing Law:** These BBTI Terms shall be governed by and construed in accordance with the laws of Singapore and the parties shall submit to the exclusive jurisdiction of the courts of Singapore.

11. DEFINITIONS AND INTERPRETATIONS

- 11.1. In this BBTI Terms, unless to the extent the content requires otherwise, the following words and expressions shall have the meanings ascribed to them:

- **“Applicable Laws”** means all applicable laws, regulations, directions, guidelines, codes of practice and regulatory requirements of Singapore that apply to the BBTI Program, to Swap Mobile or to Your access to or use of the BBTI Program from time to time, including (without limitation) the PDPA, the Computer Misuse Act 1993, the Spam Control Act 2007, the Consumer Protection (Fair Trading) Act 2003, the Electronics Transactions Act 2010 and the Copyright Act 2021, together with any codes of practice, standards or directions issued by the IMDA applicable to second-hand dealers (including the Telecom Competition Code), each as amended, re-enacted, supplemented or replaced from time to time;
- **“Business day”** means a working day other than Saturday, Sunday or public holiday in Singapore.
- **“Content”** refers to all data including Personal Data, information, files, communication, or material, whether in text, audio, visual, video, or other digital form that is stored in the Eligible Device.
- **“Devices”** or **“Device”** means smartphone and/or a mobile phone that performs many of the functions of a computer, typically having a touchscreen interface, internet access, and an operating system capable of running downloaded applications.
- **“Device Trade-In”** means the action of selling your Eligible Device to Swapp Mobile
- **“Device Trade-In Request”** means the initiation of the Eligible Device Trade-In process by You on our Mobile App.
- **“Eligible Device”** means a wireless mobile Device that satisfies all criteria as set out in Clause 3 of these BBTI Terms.
- **“Force Majeure Event”** means and include any event beyond the reasonable control of Swap Mobile, any acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer or software malfunction, electrical power failure, faults, interruption or disruption of our network or the networks of our service providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) or epidemics or pandemics of infectious diseases.



- **“Mobile App”** means the mobile application made available by Swap Mobile, for download or access on compatible mobile devices, including any updates, upgrades, modifications, enhancements, and related content or services made available through such application from time to time.
- **“IMEI”** means international manufacturer’s equipment identification of a wireless mobile device.
- **“Intellectual Property Rights”** means any and all intellectual property rights anywhere in the world, whether now known or hereafter devised, and whether registered or unregistered, including copyright (including rights in computer software and source code), trademarks, service marks, trade names, domain names, patents, trade secrets, Confidential Information and know-how, design rights, database rights, rights in get-up and goodwill (including the right to sue for passing off) and all applications, registrations, renewals and extensions of any of the foregoing;
- **“PDPA”** refers to the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore, as amended, re-enacted or replaced from time to time;
- **“Personal Data”** has the meaning ascribed to it in the Personal Data Protection Act 2012
- **“Services”** means the mobile communications services, mobile equipment and accessories and/or related features provided by Swap Mobile.
- **“Swap Mobile”, “we”, “our” or “us”** means SWAP TELECOMMUNICATION PTE LTD.
- **“User Account”** means the unique account established and maintained by a Customer upon successful registration with Swap Mobile, through which the Customer may purchase Mobile Services, manage subscriptions, maintain a Balance Account, access account information, and perform such other transactions and activities as may be made available by Swap Mobile from time to time.
- **“Website”** means Swap Mobile’s website at www.swap-mobile.com/sq.
- **“You”, “Your” and “Yours”** refers to customers of Swap Mobile.

11.2. In these BBTI Terms, unless the context otherwise requires or unless it is otherwise expressly provided:-

- (a) words importing masculine gender only shall include the feminine and neuter genders and vice versa;
- (b) words in the singular number only shall include the plural number and vice versa;
- (c) words denoting persons includes natural persons, partnerships, limited liability partnerships, bodies corporate and unincorporated associations of persons;
- (d) the headings and titles for each clause are purely for ease of reference and do not form part of or affect the interpretation of these BBTI Terms;



- (e) references to any documents shall be deemed to include references to such documents as varied, supplemented or replaced from time to time; and
- (f) references to "include" and "including" shall be deemed to mean respectively "include(s) without limitation" and "including without limitation".

-THE END-