

## Terms & Conditions - Trade-in of Mobile Devices

By accessing or using this site, i.e. **(this Site/Stelacom Site)**, You agree to be bound by the terms and conditions below. This agreement may be modified at any time by Stelacom (Pvt) Ltd., (Stelacom) and such modifications shall be effective immediately upon posting the modified agreement on this Site.

1. You shall be 18 years of age or above in order to be entitled to use this Site or make avail of any service offered by this Site.
2. You warrant that all information provided by you to this Site are true and accurate and may be relied upon by this Site for the purpose of offering any service to you. You understand and acknowledge that You do not have ownership rights in Your Information (the information that may be provided by You to this Site) and Stelacom is not bound by any express or implied obligation to keep Your information confidential.
3. You shall not violate or attempt to violate the security of this Site, including without limitation, the following activities:
  - i. accessing data not intended for You or logging into a server which You are not authorized to access;
  - ii. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
  - iii. attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to this Site, overloading, "flooding", "spamming", "mailbombing" or "crashing"; or

Violations of system or network security may result in civil and/or criminal liability.

4. You agree that any value indicated by this Site in respect of any device constitutes a mere estimate based on the information provided by You and shall not be treated as an offer capable of being accepted so as to create any legally binding obligation whatsoever on the part of Stelacom in respect thereof.
5. You agree and acknowledge that Stelacom shall have such right to re-evaluate any device upon being physically presented at any of its outlets and based thereon, either to reject such device or make a fresh trade-in offer in respect thereof. You further agree and acknowledge that Stelacom is entitled to carryout such re-evaluation based on its own criteria without any reference or requirement to adhere to reasonableness or rationality.
6. Any Trade in value will be applicable to offset against the purchase of a new mobile device.at tradeupgo partner outlets
7. The mobile devices for trade-in will only be accepted if they meet the following criteria:
  - a. No cosmetic damage i.e no broken casing, screen, severe scratch, wear and tear or corrosion.
  - b. No liquid damage.

- c. Device must be able to power on and off.
  - d. Any applicable phone lock (password or finger print) must be disabled.
  - e. Device must be able to be charged.
  - f. When device is powered on, the display must be clear and fully visible.
  - g. Device does not have any missing or non-original parts. Device includes original battery, power adaptor and cable.
  - h. Device is not registered on any applicable stolen or lost property database.
8. For Apple Device, please disable "Find my iPhone/iPad" and delete cloud ID account from the device before resetting. Trade-in voucher that may be issued by Stelacom to you are capable of being redeemed only by you or any person duly authorized by you during the period of validity thereof when purchasing a new mobile device at any of Stelacom outlets. Stelacom shall not be responsible for any lost or stolen Trade-in voucher. You shall not be entitled to demand Stelacom to redeem or exchange any Trade-in voucher for cash in any circumstance whatsoever.
  9. You agree not to use any service offered in this Site to mislead or deceive others.
  10. Stelacom does not represent or warrant the accuracy or reliability of any estimate or information provided by this Site. You acknowledge that any reliance thereon will be at your own risk.
  11. Stelacom cannot guarantee and does not promise any specific results from use of this Site.
  12. Stelacom and/or its licensors own all rights to the intellectual property and material contained in this Site, and all such rights are reserved.
  13. Stelacom provides no warranty that this Site or the services generally made available through this Site will be uninterrupted or error-free or that defects in the service will be corrected. You also understand that Stelacom cannot and does not guarantee or warrant to You that this Site or its services are free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.
  14. EXCEPT TO THE EXTENT REQUIRED BY LAW, IN NO EVENT SHALL STELACOM BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE THIS SITE.
  15. STELACOM'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SITE OR YOUR USE THEREOF, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED RS. 10,000/=.
  16. If any part of this agreement is held invalid that part shall be severed from this agreement and the remainder of this agreement will continue to be valid and enforceable.
  17. The laws governing this agreement will be the laws in Sri Lanka and You irrevocably submit to the exclusive jurisdiction of Courts of Sri Lanka sitting in Colombo.