

This Terms and Conditions is in dual language. Please click [here](#) for the Bahasa Malaysia version of this Terms and Conditions.

## **Terms and Conditions**

Apple Trade-in Program is being supported by a third-party trade-in vendor known as CompAsia Sdn. Bhd. (Registration No. 201201022161 (1006653-T)) (“**CompAsia**”) and is subject to this Trade-in Terms and Conditions (“**Terms and Conditions**”) and CompAsia’s Privacy Policy (“**Privacy Policy**”). By accepting this Terms and Conditions, you comprehend and agree:

- I. to be bound by this Terms and Conditions; and
- II. to the assessment, use, processing, and/or disclosure of your personal data by CompAsia in accordance with the Privacy Policy, available at <https://tradein.compasia.com/appleMY/PrivacyPolicy.pdf>.

## **Retail Trade-in**

- I. You agree that your personal information is correct according to your best knowledge and you assure that you are not impersonating someone else.
- II. CompAsia reserves the right to refuse to purchase some or all items or to limit the number of purchases at their sole discretion.
- III. You are the legal owner of this device and you are not a reseller. If the device is found to be lost, stolen or blacklisted, you will be liable to make a full refund of the device's value within seven (7) working days, failing which, necessary legal actions will be taken without any reference made to you for which you shall be further liable to the necessary costs incurred.
- IV. Your trade-in device is not tied by any leases or other third-party interests.
- V. Your trade-in device must be genuine.
- VI. Age restriction- You must be 18 years or above to sell any electronic or electrical appliance.
- VII. You agree that the ownership of the electronic/electrical item will pass on to CompAsia once the payment is made to you upon successful transaction of the devices. Trade-in device could not be returned once transaction is completed.
- VIII. Disclaimer: Your device will be formatted as part of the data erasure process. The erasure of the data stored in your item/gadget as specified will be performed in best endeavours and you will not be able to hold CompAsia or Apple liable for any failure, in action or omission of any part of data erasure originates by our supplier or Original Equipment Manufacturer ("OEM").
- IX. Amendment: The Terms and Conditions of CompAsia, may change at any time at our sole discretion without any prior notice to you. Hence, it is your responsibility

to keep yourself updated with the new Terms and Conditions. Each order shall be governed by the Terms and Conditions applicable at that time. Any losses incurred by you due to your failure to keep yourself updated with the new Terms and Conditions shall be borne by you and we shall not be liable to for the same.

- X. Indemnity: You agree and acknowledge that by sending your item/gadget to us, you agree to release us from any claims, losses or damages that may arise with respect to it, including any claims related to the ownership of the item/gadget and any data stored in it. Any data stored or contained in your item/gadget (whether in the form of personal details, SMS, photos, games, songs or other data) will be erased by us and CompAsia or Apple will not be responsible for any losses incurred by you due to the removal or loss of any such Data.
- XI. Any remaining data in the device shall be considered destroyed and cannot be recovered.
- XII. Blacklisted/stolen devices: When placing an order on CompAsia for selling your devices, you are deemed as its legal owner and you are not a reseller. In the event such are found to be blacklisted devices, CompAsia reserves the right to deliver the device and your personal details to the authorities.
- XIII. You declare that the said device has not been lost or stolen, was not purchased with government funds, and is not government's property. No trade value shall be afforded to any device reported as lost or stolen, purchased with government funds, or is constituted as the government's property.
- XIV. These Terms and Conditions are governed by the laws of Malaysia and disputes directly or indirectly arising from these Terms and Conditions and/or this offer shall be referred to the jurisdiction of the courts of Malaysia.
- XV. Information collected by CompAsia will be dealt with in accordance with the Privacy Policy.
- XVI. In the event of any inconsistencies or discrepancies between the English version and other translated versions of this Terms and Conditions, the English version shall prevail.

### **Online Trade-in**

- I. You are required to send in your device within 14 days upon order placed.
- II. You are not required to send in accessories. Any accessories, SIM card, packaging sent in will not be returned even if the trade-in is cancelled.
- III. The trade-in value is subject to change (re-quote) upon the final inspection of the device.
- IV. In the event if you refuse to accept the revised value (refused re-quote), your device will be returned to you.

- V. In the event if you refuse to accept the returned device or device cannot be mailed back, CompAsia will keep the device for 60 days before disposal.
- VI. You agree that your personal information is correct according to your best knowledge and you assure that you are not impersonating someone else.
- VII. CompAsia reserves the right to refuse to purchase some or all items or to limit the number of purchases at their sole discretion.
- VIII. Your trade-in device must be genuine.
- IX. Age restriction- You must be 18 years or above to sell any electronic or electrical appliance.
- X. You are the legal owner of this device. If the device is found to be lost, stolen or blacklisted, you will be liable to make a full refund of the device's value within seven (7) working days, failing which, necessary legal actions will be taken without any reference made to you for which you shall be further liable to the necessary costs incurred.
- XI. You are accessing the site from Malaysia.
- XII. Your trade-in device is not tied by any leases or other third-party interests.
- XIII. You are the legal and sole owner of the device and the right to sell the device.
- XIV. CompAsia reserves its absolute right to amend the Terms and Conditions, Privacy Notice and/or return policies at any time by posting a revised version on CompAsia website and application. You are advised to regularly check for any amendments or updates to the Terms and Conditions, Privacy Notice, and/or return policies on CompAsia website and application.
- XV. You agree that the ownership of the electronic/electrical item will pass on to CompAsia once the payment is made to you upon successful transaction of the devices. Trade-in device could not be returned once transaction is completed.
- XVI. You are in charge of erasing and/or backing up the data in your trade-in device. Regarding any lost information or data, neither the Vendor nor Apple take any responsibility or obligation.
- XVII. Indemnity: You agree and acknowledge that by sending your item/gadget to us, you agree to release us from any claims, losses or damages that may arise with respect to it, including any claims related to the ownership of the item/gadget and any data stored in it. Any data stored or contained in your item/gadget (whether in the form of personal details, SMS, photos, games, songs or other data) will be erased by us and we will not be responsible for any losses incurred by you due to the removal or loss of any such Data. Your device will be formatted as part of the data erasure process.
- XVIII. Disclaimer: Your device will be formatted as part of the data erasure process. The erasure of the data stored in your devices as specified will be performed by CompAsia in its best endeavours and you will not be able to hold CompAsia or

Apple liable for any failure, in action or omission of any part of data erasure originating from the Company's supplier or Original Equipment Manufacturer ("OEM").

- XIX. Blacklisted/stolen devices: When placing an order on CompAsia for selling your devices, you are deemed as its legal owner. In the event such are found to be blacklisted devices, CompAsia reserves the right to deliver the device and your personal details to the authorities.
- XX. You declare that the said device has not been lost or stolen, was not purchased with government funds, and is not government's property. No trade value shall be afforded to any device reported as lost or stolen, purchased with government funds, or is constituted as the government's property.
- XXI. These Terms and Conditions are governed by the laws of Malaysia and disputes directly or indirectly arising from these Terms and Conditions and/or this offer shall be referred to the jurisdiction of the courts of Malaysia.
- XXII. Information collected by CompAsia will be dealt with in accordance with the Privacy Policy.
- XXIII. In the event of any inconsistencies or discrepancies between the English version and other translated versions of this Terms and Conditions, the English version shall prevail.