

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 11* (LIMITATION OF LIABILITY).

IT IS VERY IMPORTANT THAT YOU PAY ATTENTION TO *CLAUSE 4.4* REGARDING THE GRADING OF YOUR DEVICES. THE VALUE QUOTED WILL BE SUBJECT TO THE GRADING AND CATEGORISATION OF YOUR DEVICES. WE RESERVE THE RIGHT TO AMEND ANY VALUE OFFERED SHOULD WE DETERMINE, FOLLOWING A DIAGNOSTIC CHECK-UPON RECEIPT OF YOUR DEVICES, THAT A DEVICE DOES NOT MATCH YOUR ANSWERS TO THE QUESTIONS MEANING IT HAS NOT BEEN CATEGORISED ACCURATELY

Agreed Terms

1. About Us

- 1.1 **Company details.** Mazuma Mobile Limited (company number 05909550) (**we and us**) is a company registered in England and Wales and our registered office is at Suites 5a and 5b Office Building 11, 2 Mannin Way, Caton Road, Lancaster LA1 3SU. Our main trading address is [Unit 2 Southgate Trade Park, Southgate, White Lund Industrial Estate, Morecambe, LA3 3PB]. Our VAT number is [291010148]. We operate the website www.mazumamobile.com
- 1.2 **Contacting Us.** To contact us telephone our customer service team at 01524 481340 or email [contact@mazumabusiness.com]. How to give us formal notice of any matter under the Contract is set out in clause 13.

2. Definitions

The following definitions and rules of interpretation apply in these Conditions.

2.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: these terms and conditions as amended from time to time in accordance with clause 14.4.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Device(s): each item the Customer wishes to sell to the Company in accordance with these Terms.

PhoneCheck: the software used by the Supplier to erase the Device(s)

Price: the price offered to you for the Devices which shall include VAT which includes, where applicable, any adjusted offer provided by us in accordance with these Terms.

Sale Order: your order to sell the Device(s) to us

"you" or "your" means you, the person or company sending a Device to us to be purchased by us as set out in these Terms;

3. Our Contract with you

3.1 **Our Contract.** These terms and conditions (**Terms**) apply to the sale and supply of Devices by you to us (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.

3.2 The contract between you and us is binding on you and us and on our respective successors and assigns.

3.3 **Acknowledging receipt of your Sale Order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in Clause 3.4.

3.4 **Accepting your Sale Order.** Our acceptance of your order takes place when we send the email to you to accept it, at which point the Contract between you and us will come into existence.

3.5 **Entire Agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3.6 **Assignment.** You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent. We, however, may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

3.7 **Cancellation.** Other than if the Device does not meet our Terms (see below), this Contract cannot be cancelled after you have sent your Device(s) to us

3.8 By placing an order with us, you warrant that:

- (a) You are authorised to act on behalf of the registered business; and

- (b) You are based in Great Britain or Northern Ireland; and
- (c) You are legally capable of entering into a binding contract.

4. The sale of Devices

- 4.1 You must own all rights, title and interests in any Device that you send to us. The Device must not be stolen or listed with us or a third party as stolen.
- 4.2 Ownership of the Device(s) will pass to us when we receive them, in accordance with these Terms, and we have dispatched payment to you.
- 4.3 We reserve the right to update you at any time, via your supplied contact details. This can be via mail, SMS, email or phone call.
- 4.4 When selling your Device(s) to us, we will utilise a grading system to establish the quality of your Devices. During our initial call with you, you will be asked several questions to determine the quality of your Device(s). The quality of your Device will be categorised into one of the following 4 grades:

Excellent

- Up to 3 very light scratches on the screen
- Up to 5 light scratches on housing and camera surround
- No cracks, dents, scuffs, missing paint, pressure marks, screenburn or dead pixels
- Handset powers on and is fully functional
- Home button, Touch ID, Face ID and NFC all function correctly
- No liquid damage
- Battery health is a minimum of 80%
- Where applicable stylus must be included
- Handset is a UK model with original software and hardware that has not been modified, jail broken or rooted
- PLEASE DO NOT SEND accessories or the original box as we will not be able to return them

Good

- More than 3 very light scratches on the screen
- More than 5 light scratches on housing and camera surround
- Some dents, scuffs, chips/missing paint
- Handset powers on and is fully functional
- Home button, Touch ID, Face ID and NFC all function correctly
- Cracked/damaged camera lens
- No liquid damage or screenburn
- Battery health is a minimum of 80%
- Where applicable stylus must be included
- Handset is a UK model with original software and hardware that has not been modified, jail broken or rooted
- PLEASE DO NOT SEND accessories or the original box as we will not be able to return them

Faulty

Faults include, but are not limited to:

- Physical damage (cracks, pressure marks, screenburn, bent, engravings, pixel discolouration or dead pixels)
- Heavily scratched/grazed housing that will need to be replaced
- Display has deep scratches that can be felt, delamination, chips or cracked glass
- Screen has lifted or is poorly fitted
- Dust under screen and/or under camera
- Internal damage on camera lens
- Handset is not fully functional
- Handset does not charge, freezes or is stuck in a loop

- Home button, Touch ID, Face ID and NFC do not function correctly
- Home button is cracked or damaged
- Power button is stiff, cracked or damaged
- Faulty mute button
- Spots on or faulty camera
- Telephoto lens fault
- Quiet microphone or earpiece
- No service
- Faulty proximity
- Accelerometer
- Overheats
- Wi-Fi and/or Bluetooth fault
- Signs of liquid damage
- Battery health is less than 80%
- Where applicable stylus is missing
- Handset is a non UK model, software and/or hardware has been modified, jail broken or rooted
- If we are unable to wipe your device (e.g. due to non-power up etc.) we may be able to recycle your device but unfortunately, we will not be able to offer any value
- We cannot buy your Handset if it is Barred; FMI or account locked; has been tampered with or is missing internal components
- PLEASE DO NOT SEND accessories or the original box as we will not be able to return them

- 4.5 By answering the questions with our sales team, you warrant that your Device(s) comply with these Terms and that you have answered all questions truthfully and honestly and graded the Device correctly.
- 4.6 We may not offer a Price for any Device(s) locked either via a password or by any associate accounts (i.e. iCloud, Google, or Samsung). You must ensure that all Devices are de-registered from any associated accounts (including any "find my iPhone/iPad" applications or similar applications) and are either on a UK network or unlocked. If any of these accounts are still active and you have not replied to our email after 7 Calendar Days, we'll automatically process your Device(s) and recycle responsibly on your behalf. You acknowledge that the Value of a locked Device, and any revised offer connected to a locked Device, may be zero pound
- 4.7 All Prices quoted to you are subject to the questions being accurately answered by you and the Device(s) being graded correctly.
- 4.8 You are responsible for cancelling any form of airtime contract linked to each Device. We are not responsible and accept no liability for any call costs arising before, or after, receipt of your handset, or arising from any other circumstances whatsoever.
- 4.9 Please ensure you remove any SIM cards from the Device(s) before sending them to us. We accept no liability whatsoever in the event that a SIM card is sent with a Device and charges are subsequently incurred. You shall continue to be responsible for such charges. Any SIM cards received by us are non-returnable.
- 4.10 The Supplier shall supply the Services to the Customer in accordance with Schedule 2 in all material respects.
- 4.11 The Supplier reserves the right to amend Schedule 3 if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

5. Once we receive your Device(s)

- 5.1 When we receive your Device following the completion of a Sale Order, we will conduct a diagnostic check on the Device to ensure that the Device meets our Terms and that the Sale Order is complete. This process takes up to 5 working days from the point we receive your Device(s).
- 5.2 Following the diagnostic check, if your Device(s) does not match your answers to our questions and therefore does not fit into the category assigned, we will propose

an adjusted offer Price by email to you in accordance with the correct condition grading, as set out in clause 4.4. If you choose to decline our adjusted offer, we are happy to return the Device for free unless the condition selected when creating the trade-in does not match the true condition of the Device, for example, you have stated that the Device is "Good", but the Device is "Average". In these circumstances, we will charge you a fee of £25 to cover the cost of returning the Device to you ("**Return Fee**"). We will not be obliged to return the Device to you until you have paid the required Return Fee. We have the final decision on all Device Values. Amended trade-ins will be automatically processed for payment if you do not reply to our proposed offer within 7 Business Days.

- 5.3 Following the diagnostic check, if your Device(s) does not power on, you will be given a revised offer by email depending on the Device(s) received. If you accept this new offer, we will recycle your Device(s) responsibly and erase the memory within 28 days of your acceptance of the revised offer. If you do not accept the revised offer, your Device(s) will be returned to you within 5 Business Days. You acknowledge that the Price of a non-power up ("NPU") Device, and any revised offer connected to a NPU Device, may be zero pounds.
- 5.4 If you decline our adjusted offer, we will arrange for the Device(s) to be sent back to you subject to the payment of any applicable Return Fee. This may take up to 14 days from the date of your confirmation. We do not accept responsibility for non-delivery of Devices or damage in transit during the return process. We will assist you in obtaining any compensation that the particular courier may offer under their standard terms, if applicable. This assistance is not guaranteed and if no compensation is paid by the courier, we will not make any payments.
- 5.5 We reserve the right to claim any Device that we have not heard back on following e-mail communication to the registered e-mail address after 7 Calendar Days. You will be paid the Value sent via our e-mail communication.
- 5.6 We cannot be held responsible for the non-delivery of emails because of spam email or junk filters. Please check your junk and spam folders. This is also noted on our Sale Order confirmation emails.
- 5.7 Once received all Devices will be fully wiped and all data destroyed using PhoneCheck. Any Devices that cannot be wiped/erased using PhoneCheck will be destroyed or sent back to you subject to the payment of any applicable Return Fee.
- 5.8 We will provide a compliance pack for each Sale Order that will contain a breakdown of the units recycled, grade and value and erasure certification (and destruction where applicable).

6. Lost or Stolen Devices

- 6.1 We support and adhere to the 'Stop Stolen Mobiles Being Recycled' code of practice set by the Home Office and the National Mobile Phone Crime Unit.
- 6.2 We will check the IMEI/Serial number of all Devices received on the CheckMEND (www.checkmend.com) database of lost and stolen property records to ensure no lost or stolen items are purchased.
- 6.3 If a Device is found to have a record that indicates it has been lost or stolen or we become aware of any other issue relating to its ownership, we will notify you by email and quarantine the Device for an initial period of 28 days ("the **Quarantine Period**"). Payment for Device will be withheld by us until the CheckMEND record does not show the Device as stolen or lost.
- 6.4 In such circumstances you will be required to contact CheckMEND to prove that you are the rightful owner of the Device and have the lost or stolen records associated with it cleared within the Quarantine Period and/or resolve any other issue relating to its ownership.
- 6.5 If during the Quarantine Period the Device is cleared on the CheckMEND database and any other issue relating to ownership of the same is resolved, your sale will be processed and paid for as normal.
- 6.6 However, where the Device is not cleared on CheckMEND within the Quarantine Period, we will be required by law to hold onto the Device, pass it to the Police or other law enforcement body or dispose of it, and by entering into this contract, you expressly agree to this action. You will not receive any payment if such steps are taken.
- 6.7 UK legislation states that we cannot under any circumstances return or pay for a Device which is lost, stolen or recorded as such unless endorsed in writing by CheckMEND and by such you agree to pay any return costs involved.
- 6.8 If you have received payment from us for a Device which we subsequently become aware of an issue relating to ownership, you agree to immediately reimburse us in full, within 3 Business Days following a written request by us, for any such payment pending an investigation by us or any law enforcement body into ownership of the Device.
- 6.9 We shall be entitled to set-off any sums properly due and owing to us under any contract made between you and us incorporating these terms and conditions against any sums owed by us to you under the same or any other contract between

us. We will inform you in writing of any set-off carried out by us pursuant to this provision.

- 6.10 If we at any time become aware of any issues relating to the ownership of the Device, you agree to co-operate with us fully with a view to resolving the issues. You may also be contacted by the Police and/or other law enforcement authorities.
- 6.11 We may disclose your details to the Police or other authorised bodies (such as, but not limited to, network operators and insurance companies) for the purpose of investigating or preventing a crime. By entering into this contract you agree to us supplying data to the police or other authorised bodies for the purpose of the prevention and detection of crime, arrest and prosecution of offenders or for the recovery of stolen property.

7. Your obligations

- 7.1 You shall:
- (a) Respond promptly to any requests for information and/or directions from us relating to the Device(s) and the erasure of data.
 - (b) Promptly tell us if you become aware of any problems or potential problems which may impact of the grading process or data wiping process;
 - (c) Ensure that any action or lack of action by you does not increase any cost to us of acquiring the Device(s)

8. Payment

- 8.1 Provided your Device(s) meets our Terms we will raise an invoice within 3 working days. We shall pay the amount detailed on each invoice submitted by us:
- (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by you, and

time for payment shall be of the essence of the Contract.

- 8.2 We will not be liable for any losses that you may suffer if you fail to receive payment if a payment is sent to an incorrect account or recipient, as a result of any failure by you to correctly submit payment details and not notifying us of this error.
- 8.3 All items are purchased using the VAT margin scheme as per the HMRC used goods VAT rules

9. Postage

- 9.1 You will be required to arrange postage of your Devices to us via DPD.
- 9.2 We not accept responsibility for any items that are lost or damaged in transit.. However, we will (if applicable) assist you in obtaining any compensation that the particular courier may offer under their standard terms. This assistance is not guaranteed and if no compensation is paid by the courier, we will not make any payments.
- 9.3 When sending the Device(s) it is your responsibility to:
- (a) Ensure that it is adequately insured for loss in transit;
 - (b) Ensure that it is properly protected; and
 - (c) Is compliant with any instructions and/or guidance provided by the courier used.

10. Data protection

The parties shall comply with their data protection obligations as set out in Schedule 1.

11. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with this Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 11.3 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1902 (title and quiet possession).
- 11.4 Subject to clause 11.2 (No limitation in respect of deliberate default), and clause 11.3 (Liabilities which cannot legally be limited), our total liability to you for all loss

arising out of this Contract shall not exceed the total Price paid to you for the Sales Order in which the liability arose.

11.5 Subject clause 11.2 (No limitation in respect of deliberate default and clause 11.3 (Liabilities which cannot legally be limited), this clause 11.5 sets out the types of loss that are wholly excluded:

- (a) loss of profits.
- (b) loss of sales or business.
- (c) loss of agreements or contracts.
- (d) loss of anticipated savings.
- (e) loss of use or corruption of software, data or information.
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

11.6 Unless you notify us that you intend to make a claim in respect of an event within the notice period we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

11.7 This clause 11 shall survive termination of the Contract.

12. Termination

12.1 Without affecting any of our other other rights we may terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 5 days of you being notified in writing to do so;
- (b) you take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; or

- (d) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

12.2 Without affecting any other right or remedy available to it, we may suspend the supply of services under the Contract or any other contract between us if:

- (a) you become subject to any of the events listed in clause 12.1(b), clause 12.1(c) or clause 12.1(d), or we reasonably believe that you are about to become subject to any of them

13. Communications between us

13.1 When we refer to "in writing" in these Terms, this includes email.

13.2 Any notice given by one of us to the other under or in connection with the Contract must be in writing and be delivered by hand, sent by pre-paid first class post or other next working day delivery service, or email.

13.3 A notice is deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) (c)if sent by email, at 9.00 am the next working day after transmission.

13.4 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 email, that such email was sent to the specified email address of the addressee.

13.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. General

14.1 **Events outside of our Control.** 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 events outside our reasonable control or due to our compliance with any applicable laws or regulations.

14.2 **Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers,

clients or suppliers of the other party, except as permitted by clause 14.2(b).

- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14.3 **Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

14.4 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

14.5 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

- 14.6 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 14.7 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 14.8 **Governing law and jurisdiction.** The Contract is governed by English law and you and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.
- 14.9 **Relationship of the Parties.** Nothing in the Contract shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Contract.

Schedule 1 Data protection

DEFINITIONS

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications)].

1. DATA PROTECTION

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Provider is the Processor. Schedule 3 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.

1.3 Without prejudice to the generality of clause 1.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.

1.4 Without prejudice to the generality of clause 1.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:

- (a) process that Personal Data only on the documented written instructions of the Customer unless the Provider is required by Domestic Law to otherwise process that Personal Data. Where the Provider is relying on Domestic Law as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Provider from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and

- evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Provider has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Domestic Law to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.4(h).
- 1.5 The Customer does not consent to the Provider appointing any third party processor of Personal Data under this agreement.

Schedule 2 Processing, Personal Data and Data Subjects

1. Processing by the Provider
 - 1.1 Scope
Provide data erasure and remarketing services to electronic devices of the customer
 - 2.1 Nature of processing
Data Erasure and destruction
 - 3.1 Purpose of processing
Erase customer data prior to resale.
 - 4.1 Duration of the processing
working days
 - 5.1 Types of Personal Data
Customer details
 - 6.1 Categories of Data Subject
employees and customers

Schedule 3 Services

[This schedule sets out the services to be provided by the Supplier to the Customer.

2. Once received by the Supplier in accordance with Clause 2.1 of the Conditions, the Products will be tested, erased using PhoneCheck and graded based on the following factors:
 - a. Excellent
 - b. Good and
 - c. Faulty
3. Products that cannot be erased using PhoneCheck will be destroyed or returned to the Customer. The Customer must pay the DPD fee for the return of the Products.
4. A pack (**Compliance Pack**) will be provided for each order once the Products have been returned to the Customer and the Supplier's invoice has been paid.
5. The Compliance Pack will contain a breakdown of the Products recycled, the grade of the Products, the value of the Products and the erasure certification for the Products (and destruction where applicable).