



Twig Seller Terms

Effective date: 27 October 2022

Welcome on board to Twig.

These are the terms and conditions on which we will buy and you will sell Products to us.

Please read these Terms carefully.

By swiping right to "Cash Out" and then clicking "Confirm Sale" you indicate you have read and understand these terms (the "**Terms**"). You also indicate you are happy to sell your Products to us on the basis of these Terms; we can only buy your Products from you if you agree to be subject to these Terms. If you do not accept these Terms, do not click "Confirm Sale" and do not sell your Products to us.

These Terms tell you who we are, how we will buy your Products from you, how you and we may change or end the contract, what to do if there is a problem, and other important information.

1. What some words mean

- 1.1. **App:** the Twig mobile application.
- 1.2. **Payment Card:** An active debit or credit card in your name with a third party bank or financial institution, which you provide us with details of, when selling us the Products.
- 1.3. **Contract Summary:** the summary sent to you by us via email, summarising the details of the Product, the Price and our key assumptions made in offering the Price to you.
- 1.4. **E-money Account:** your e-money account which is provided by our appointed service provider (if applicable).
- 1.5. **Price:** the price for the Products as set out in the Contract Summary.
- 1.6. **Products:** the goods (or any part of them) being sold by you and purchased by us as set out in more detail in the Contract Summary.

- 1.7. **Us:** means Twig Group Ltd.
- 1.8. **You:** means you, the seller of the Product and account holder with us, whose details are set out in the Contract Summary.

2. Information about us and how to contact us

- 2.1. We are Twig Group Ltd, a company registered in England and Wales. Our company registration number is 12685476 and our registered office is at 69 Wilson Street, London, United Kingdom, EC2A 2BB. Our registered VAT number is 378217472.
- 2.2. **How to contact us.** You can contact us by writing to us at support@twigcard.com, or at 69 Wilson Street, London, EC2A 2BB.
- 2.3. **How we may contact you.** If we have to contact you, we will do so by telephone or in writing via the email or postal address you have provided to us.

3. Our contract with you

- 3.1. In order to use the Twig service, and sell Products to us, you must first create an account on the Twig App. You consent to an E-Money Account being opened in your name however you may elect not to have an E-Money Account opened and rather have the sale proceeds paid to your nominated bank account subject to any handling fee as described on the Contract Summary. Please see our [Privacy Policy](#) for details of how we use your personal data at a time of creating an account and anytime thereafter when contacting us or selling your Products to us.
- 3.2. You are responsible for keeping your personal details on your Twig account up to date. You can update these at any time via the App. Please contact us at support@twigcard.com should you need help with updating your details.
- 3.3. Our contract is formed with you, which incorporates these Terms, when you click "Confirm Sale". Thereafter, these Terms will apply to our relationship with you.
- 3.4. When you click "Confirm Sale" in the app, you are confirming the sale of your Products to us. We will confirm our acceptance of the sale, at which point the title of your Product will transfer to us. All products must be fully owned by you and not be subject to any hidden debts or security interests. Our purchase of the Product will be governed by these Terms. If we are unable to accept your sale request, we will inform you of this and will not buy your Product or transfer you the money for the Product.

- 3.5. You grant us a non-exclusive, unconditional, worldwide, irrevocable, perpetual, and royalty free licence to use, copy, publish, reproduce, distribute to third parties, adapt, re-format, modify, translate, licence (Including sub licence), assign, transfer and exploit any content, including without limitation images, photographs, sounds, text or information that you provide to us or create on the App in connection with the operation of our business.

4. Selling and sending Your Products to Us

When Selling your products to us you have two options for receiving the proceeds of your sale (Price):

4.1. Option 1

Immediate payment of the Price (subject to section 6 below) to your E-money Account or if you select your nominated bank account (subject to any handling charge detailed in the Contract Summary). You will need to send the Product to Us by the next working day following the day on which the sale was confirmed (Every day of the week is considered a working day other than Sunday) using either the prepaid postage label from the App or arranging for a courier to collect the Product on the next working day.

If you select this option, we shall be entitled to place a pre-authorisation over your Payment Card (not a Twig card) in accordance with 6.2 below.

4.2. Option 2

The proceeds of the sale will be credited as a pending transaction to your E-money Account, These funds shall not be available for your use until we have received the product and verified the details in 4.3 below to our satisfaction. Or if you elect payment to your nominated bank account, these funds will not be paid to you account until we have received your Product and verified the details in 4.3 below to our satisfaction.

If you elect this option, we shall not place a pre-authorisation over your Payment Card in accordance with 6.2 below. However, you must send the Product within seven (7) days of clicking "Confirm Sale". If the Product has not been received within fourteen (14) days, the transaction will be cancelled in accordance with 6.3 below.

- 4.3. You will confirm the details of the Product requested by the App, including its brand, category, name, and condition to us. These details will be accurate and a true reflection of the Product. You acknowledge that our Price is based on the information that you have provided to us and the key assumptions as set out in the Contract Summary.

- 4.4. Once we have sent you our confirmation of our acceptance of your offer to buy your Product from you, we will be deemed to have bought the Product from you. That means that we own the Product and title in the Product will pass to us immediately. We will then pay the Price to you in accordance with these Terms.

- 4.5. You will then have to deliver the Product in accordance with Option 1 (4.1) and Option 2 (4.2) to our warehouse and quality control centre. Risk in the Product will pass to us when you have posted the Product (but only if you have obtained and can show to us when asked proof of postage or collection (if courier has been selected)).
- 4.6. At the point of confirming your sale you will be asked to select if you require your Products to be returned to you if we reject them or to be recycled. If you wish them to be returned you will be required to pay a fee as detailed in the confirmation screen. If this fee is not paid within 14 days of the Product being rejected the items will be recycled. In the case that you agree to an item donation or item recycling during the upload process via the Twig app, you automatically waive the right to claim any reimbursement for those items or the return of the items after shipping.

5. The Products

- 5.1. You must ensure that the Products reflect the description and details you have submitted to us.
- 5.2. After you agree to sell a Product to us, you may download a prepaid postage label from the App. You will bear the cost of packaging the Product and using different methods of delivery such as a courier. It is important that you only use one of our approved methods as these enable us to track and process the Products. You should specifically not produce/write the address label yourself as we may not be able to process the Product. Any Product that has arrived through an unapproved delivery method will be recycled after a period of 30 days.
- 5.3. When sending the Products to us, you shall:
 - (a) ensure that the Products are properly packed and secured in such manner as to enable them to reach us in good condition;
 - (b) obtain and retain a proof posting and provide us with a copy upon request;
 - (c) send the Products with insurance cover equal to no less than the Price;
 - (d) send the Products to arrive at our warehouse and quality control centre in accordance with Option 1 (4.1) or Option 2 (4.2).
- 5.4. What we will not buy from you - the Products that you sell to us do not need to be in mint condition, however, we will not buy items with any of the following attributes. This is not an exhaustive list and we may reject Products for any reason at our sole discretion:

Clothing or fabric material based products

- (i) Stains, marks, blemishes or discolouration
- (ii) Soiled/dirty
- (iii) Holes & burns/scorching
- (iv) Seconds or Products with manufacturing defects
- (v) Signs of heavy wear/washing such as piling and/or thinning of material
- (vi) Missing or damaged fastenings (eg buttons, zips and other fastenings)
- (vii) Noticeable smell or odour
- (viii) Original brand or laundry label removed
- (ix) Products that have been customised, modified or personalised
- (x) Counterfeit or fake items

Technology based products

Each item will be tested using industry leading diagnostic software where available and must pass as fully functional to be classed as a working item. This means all original features must be in full working order and show no signs of defect. Any functional defect with the item will result in the item being classed as faulty and revalued in accordance with our grading criteria.

Where the item is classed as fully functional it will then be valued based on the cosmetic condition.

Any working item should

- (i) Power on
- (ii) Be fully functional
- (iii) Have a fully working operating system
- (iv) Have no cracks or chips
- (v) Show no pixel damage or LCD defects
- (vi) Not be bent
- (vii) Include its battery
- (viii) Not have water indicators showing

Phones must be available to use with mobile network operators in the region the phone is being traded in.

All items must be deregistered from any associated accounts (e.g Apple, Google, etc). We will on a best endeavors basis contact you to request removal of any associated accounts so we can process the item. Failure to remove any associated account will result in a revised price of 5% of the original offer value. You can choose to accept or

decline this. If declined, the device will be returned to you in accordance with 6.7 & 6.8 below.

Where possible, items are checked via available databases to ensure the item is not associated to any level of loss, theft or insurance claim and has no outstanding claim of ownership by a third party. If an item 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 item for an initial period of 28 days. Payment for the item will be withheld until proof of ownership and removal of any adverse history on available databases is complete.

If your item is flagged by our databases through our processes, we will notify you of why it has been flagged and who needs to be contacted in order to resolve the reason for the flag. If during the quarantine period the flag is removed, your item will be processed and paid for as normal. If the quarantine period has expired and the flag remains then we are required by law to pass it to the Police or other law enforcement agencies to dispose of the item and you will not receive payment. UK legislation states that we cannot under any circumstances return items during this 28 day period unless the flag has been removed.

If we become aware of any issues you will be required to cooperate with the authorities and we reserve the right to withhold or cancel the payment.

If you have received payment from us for items which we subsequently become aware of an issue relating to ownership, you agree to immediately reimburse us in full, within 72 hours following a written request by us.

Books

- a. ISBN barcode that you entered on the App does not match or is not legible or present
- b. Any visible damage including staining and discoloration
- c. Any defacing of pages and annotations, including notes, scribbles, highlighting and other marks etc
- d. Missing pages and damage such as tears and rips etc

Please refrain from selling Products with any of these attributes to us, as we will be unlikely to accept them and it will result in a charge to your Payment Card in accordance with 6.4 below. You will also be liable for return postage costs and fees in accordance with 6.7 & 6.8 below. If you have elected Option 2, we will remove the pending proceeds of the sale from your Twig account.

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 for the purpose of the prevention and detection of crime, arrest and prosecution of offenders or for the recovery of stolen property.

Please note that items may be stripped of any boxes, unlisted accessories (such as cases, etc) due to the volume we process and we are therefore unable to return these.

We have the final decision regarding all testing, condition, grading and valuations.

If the Product is not delivered to us as described and in accordance with paragraph 5.3 above, we will be entitled to exercise our rights under paragraph 6.2 below.

5.5. Products that we believe have been miscategorised, not had their attributes accurately reflected, do not fit into our guidelines for what we do and do not buy, or do not meet the condition level we have described, may have the transaction cancelled with you. We encourage you to read our [guidelines](#) on what we accept to buy and the condition descriptions of a Product before cashing it out. Some non-exhaustive reasons for why we may cancel a transaction as a result of your error may include:

- (a) Pricing an item based in a category that does not represent this Product
- (b) Specifying that a Product is a certain condition level where we do not believe this to be the case
- (c) Supplying a Product that does not accurately reflect the detail that we use to generate the Price
- (d) Products that we have specified that we do not buy
- (e) Children's clothing items (Products with children's sizes or for ages 16 and younger)
- (f) For Clothing or fabric material based products where the quality of the photos does not enable us to accurately assess the Product (due to poor lighting, blurring, bad focus, not being able to see a substantial part of the item, not being able to see the brand, not being able to read the label etc.)

Please note that if your actions result in several instances of items being required to be rejected through persistent misrepresentations of the attributes of your products, we reserve the right to reduce your number of cash outs, reduce your cash out limits and in some circumstances to terminate your account.

- 5.6. You confirm that the Products are yours, and that they do not belong to anyone else. That you have good title to the Products and that there is no outstanding debt or security interest in the Product.

6. Price and payment

- 6.1. We shall pay you the Price to your nominated account, or if activated your E-money Account. We will pay the Price to you when we buy the Product from you in accordance with the Terms.
- 6.2. If you elect Option 1 under section 4 above (4.1), we will be entitled to place a pre-authorisation on your Payment Card for the amount of the Price. If the Product is not delivered to us in accordance with paragraph 5.3 and has not arrived with us within five (5) days, we will be entitled to take payment of the Price from your Payment Card. Additionally, we will be entitled to take payment of part or all of the Price in the circumstances set out in paragraph 6.4. You confirm that you authorise us to put this hold for the amount of the Price until the Product is delivered to us in accordance with paragraph 5.3. We will release this pre-authorisation if and when the Product is delivered to us in accordance with paragraph 5.
- 6.3. If you elect Option 2 under section 4 above (4.2), we will be entitled to cancel the transaction if the Product has not arrived within fourteen (14) days from the date you clicked "Confirm Sale". The time frame may only be extended at our sole discretion.
- 6.4. Under Option 1, if the Product is delivered to us in accordance with paragraph 5.3 but we determine that it does not reflect the description and details you submitted to us, we will notify you via the App that there is a discrepancy. We reserve the right to charge your Payment Card with the amount you received into your nominated bank account or Twig account after the sale was confirmed.
- 6.5. Under Option 2, if the Product is delivered to us in accordance with paragraph 5.3 but we determine that it does not reflect the description and details you submitted to us or the key assumptions, we will notify you via the App that there is a discrepancy. We reserve the right to alter the final amount that we credit your E-money account with and cancel the sale.
- 6.6. If you change your mind about selling a Product to us, you may cancel the sale by contacting us via the App or email within seven (7) days from the date you clicked "Confirm Sale". If the Product has already been delivered to us in accordance with paragraph 5.3, we will return it to you within seven (7) days to the address listed on your Twig account. If you change your mind, you authorise us to deduct the Price from your Payment Card.

- 6.7. If you cancel a sale in accordance with paragraph 6.5 or decline an amended price in accordance with paragraph 6.4 and 6.5, you agree that we may deduct the cost from your Payment Card, related to the return of the Product to you by post.
- 6.8. If we have to deduct money from the pre-authorisation on your Payment Card for any of the reasons set out in paragraphs 6.2 to 6.6, you agree that you will be responsible for a fee of 5% of the Price that we will directly incur as a result of this.
- 6.9. All amounts payable by us to you under these terms are inclusive of valued added tax (VAT), chargeable from time to time. All other taxes, including import taxes, shall be included within the Price. You shall be responsible for payment of all taxes and duties due on the sale of your Product to us, including without limitation, sales tax and VAT.

7. Termination

You may terminate your Twig account at any time via the App or by emailing us.

8. Complaints

We value our relationship with you. In the unlikely event that you have any complaints about how we have dealt with you and/or your account, please contact us at support@twigcard.com and we will take every effort to resolve the matter for you.

9. General Legal Matters

- 9.1. **Entire agreement:** These Terms describe the entire agreement between us regarding the sale of the Product to us by you, and supersede and extinguish any prior understandings or agreements.
- 9.2. **Changes to these Terms:** We may need to change these Terms from time to time. Changes to the Terms will be posted on our website and updated on our App. We will notify you of any material changes to our Terms by sending you an email with details of the change or notifying you of a change next time you log into your account following a change to these Terms. Changes to the Terms of use will be effective immediately to any future Products you sell to us. If you do not agree to changes to these Terms you can cease using the Twig service. Your continued use of the Twig service will be deemed to constitute your acceptance of all of the new terms. These Terms of use may not otherwise be changed without our written consent.
- 9.3. **Transfer of rights and obligations:** We shall be entitled to transfer our rights and/or obligations under these Terms to another party. Any such transfer will not reduce your rights under these Terms. You may not transfer any of your rights or obligations under these Terms without our written consent.

- 9.4. **Waiver and severability:** If either you or we ignore any breach of these Terms, it does not mean that any further breach cannot be enforced. Similarly, if any part of these Terms turns out to be invalid or unenforceable for some reason, then it will be replaced with a provision which, as far as possible, achieves the same purpose as the original, and the remainder of the Terms will still be binding.
- 9.5. **Resolving disputes:** These Terms of use shall be governed by and interpreted in accordance with the English law. If any party wants to take court proceedings in relation to these Terms, they must do so in England.

Twig Tube - Best Price Guarantee
Tube10 code (The Code)

The campaign begins on 7 November 2022 and ends 15 January 2023. (The Campaign).

The Best price Guarantee is only applicable to mobile telephones in good or poor condition. No other Products will benefit from this.

The Best Price Promise is only applicable to items that are advertised within the Twig App.

The Campaign ensures that we will beat competitors price for a mobile telephone. The price promise is based on the final amount transferred and is inclusive of the extra £10 for the code "tube10".

The companies that we will guarantee the best price against are all companies that have a Trustpilot score of 4.5 stars or greater with a minimum of 5k reviews. The list includes but is not exclusive to:

- Music Magpie
- Mazuma
- CEX
- All UK Mobile Network operators
- Repair Outlet
- WeBuyTek
- Sell My Cell
- Handtec

To participate in the Campaign and benefit from the Best Price Guarantee. You will need to download and register on our App. In addition to the conditions of this Campaign, you will also be subject to our standard Twig Seller Terms. You may only use the code and guarantee once during the term of the Campaign.

During the term of the Campaign. Twig will increase the price that we will pay to buy a phone from you by £10 subject to you using the Code during the checkout process. This additional payment is over and above the sum that we pay to a user who does not use this code.

The Best Price Promise will require proof of pricing and therefore a link to the pricing must be supplied to our customer support team who will then validate and issue an additional payment of the difference between the final payment from Twig and the offer from another vendor.

The Best Price Promise is related to a like for like price comparison post our inspection of the item. Twig has the final say in the condition of the item.

The Code may not be used in conjunction with any other promotion or offer excluding the Best Price Guarantee.