

## **Terms & Conditions**

To be eligible for the Trade In service, the customer acknowledges that their device must meet the condition criteria set out by CompAsia.

Please find the mechanics below:

- a) Answer the questions pertaining to the condition of the trade in device assessed. An estimated trade in value will be provided depending on the device's condition.
  - b) Provide the personal details needed. If you purchased a device from Lazada/Shopee Samsung Official Store that is eligible for an additional token, additional details will be required.
  - c) Once all the necessary information has been provided, submit the trade in application.
  - d) A CompAsia customer representative will contact the customer within 3 working days to arrange the pick-up for the final device assessment.
  - e) CompAsia's logistic team will visit the customer on the scheduled date at the arranged pick-up location and verify the device's condition. The final quotation will be provided to and the customer either accept or reject the final trade in value.
  - f) If the final quotation is accepted, the trade-in device of the customer will be collected by CompAsia's logistic team.
  - g) Upon collection of your device, you will receive the trade-in value together with the token (if any) within 30-45 days.
  - h) Online trade in is currently limited to customer residing in NCR, Cavite, Rizal, Pampanga, Davao and Cebu.
1. Only smartphones, tablets and watches are accepted for trade-in. Customers are required to accurately declare the condition of their device. Device with any of the following condition(s) would not be accepted for trade-in:
    - a) Device that cannot turn on.
    - b) Device that cannot logout from Apple ID/Google account, password lock, Find MY.
    - c) Device that cannot factory reset.
    - d) Device with a bloated battery.
    - e) Device that is stolen
  2. Before trading-in a device, you must ensure that all the following conditions have been performed:
    - a) Device's data has been stored and backed-up.
    - b) Device is free from Apple ID/Google account, password lock, Find MY locks.
    - c) Device has been factory reset.
    - d) Device's sim card and memory card has been removed.
  3. CompAsia reserves the right to refuse to purchase some or all items or to limit the number of purchases at their sole discretion.
  4. 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.
  5. You declare that the said device has not been lost or stolen, was not purchased with government funds, and is not the 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.
  6. You agree that your personal information is correct according to your best knowledge and you assure that you are not impersonating someone else.

7. Upon the handover and trade-in of the device the ownership of the device shall be transferred to CompAsia with immediate effect and cannot be returned to you for any reason.
8. CompAsia, where necessary and required, may disclose your Personal Data to the regulatory, government bodies or other authorities under any law or in relation to any order or judgement of a court not limiting to commencement of claims and/or defence under legal proceedings.
9. You consent to CompAsia's disclosure of your Personal Data where CompAsia, in good faith, deem it appropriate or necessary to prevent violation of the Terms and Conditions herein; take precautions against liability; protect CompAsia and its services from fraudulent, abusive, or unlawful uses; investigate and defend CompAsia against third-party claims or allegations.
10. The erasure of the data stored in your device will be performed in best endeavours and you will not be able to hold us liable for any failure, inaction or omission of any part of data erasure originates by our supplier or Original Equipment Manufacturer ("OEM").

## **Privacy Policy**

1. Introduction
  - a) This is the privacy policy ("Privacy Policy") of CompAsia Technology Philippines Inc. (including all its subsidiaries, brands, related and/or associated companies/brands). These entities are collectively referred to as CompAsia", "CompAsia PH", "we", "us" or "our". CompAsia is committed to respecting and protecting your privacy online. This privacy policy explains our practices regarding the collection, use, disclosure and transfer of your personal data.
  - b) This privacy policy is incorporated as part of the CompAsia's terms of use. Your use of the platform and/or service is subject to the terms of use and this privacy policy. Unless specifically defined in this privacy policy, the defined terms shall have the same meaning as defined in the terms of use.
  - c) To process, administer and/or manage your relationship with us, we will necessarily need to collect, use, disclose and/or transfer your personal data. This privacy policy applies to personal data about you (CompAsia members/users, CompAsia partners, business/marketing partners, agents, vendors, distributors, suppliers, contractors, service providers, etc) and/or individuals provided by you, possessed by us or that we obtain about you, whether now or in the future. We will only process your personal data in accordance with the prevailing personal data protection and privacy laws of the countries we operate in and this privacy policy.
  - d) If you are a company, an entity or an organisation, references to the term "you" and "your" shall also include your employees, representatives and agents.
  - e) By accessing, browsing, downloading and/or using our platform and/or service, or by dealing with us, you acknowledge that you have read and understood this privacy policy and agree to us processing your personal data in accordance with the manner as set out in this privacy policy, amended from time to time.
  - f) We may revise or update this privacy policy at any time by posting a revised/an updated version on the platform. Unless stated otherwise, any revision or update takes effect immediately. Your continued access and/or use of our platform and/or service or dealing with us after a revision or update to this privacy policy constitutes your binding acceptance of the revised or updated privacy policy.
  - g) It is necessary for us to collect and process your personal data. If you do not provide us with your personal data, or do not consent to this privacy policy or any

amendments to this privacy policy, we may not be able to render all services to you and you may be required to terminate your relevant agreement with us and/or stop accessing or using the platform and/or service.

## 2. Collection Of Personal Data

- a) The term “personal data” means any information in our possession or control that relates directly or indirectly to an individual to the extent that the individual can be identified or is identifiable from that information such as name, address, telephone number, passport/identification card number, date of birth, email address, gender, race, bank details, credit/debit card details, etc. The types of personal data collected depend on the purpose(s) of collection. We may “process” your personal data by way of collecting, recording, holding, storing, using, disclosing and/or deleting it.
- b) Your personal data may be collected from you during your course of dealing with us in any way or manner including pursuant to any transactions and/or communications made from/with us. We may also collect your personal data from a variety of sources, including without limitation, at any meetings, events, activities, contests, customer satisfaction surveys organised and/or sponsored by us, as well as from publicly available sources such as directories and CompAsia’s social media pages, if you follow, like or are a fan of such pages. Further information may also be collected when we exchange communications with you, for example, if you submit a request, file a complaint or contact our support team.
- c) In addition, we may also receive, store and process your personal data which are provided or made available by any third parties whom you have authorised, credit reference/reporting bodies, regulatory and law enforcement authorities, for reasons including delivery of our service, performance of conditions of agreements and/or to comply with our legal and regulatory obligations.

## 3. Purpose Of Acquiring And Processing Your Personal Data

- a) The personal data as provided/furnished by you to us or collected by us from you or through such other sources as may be necessary for the fulfilment of the purposes at the time it was sought or collected, may be processed for the following purposes (collectively referred to as the “purposes”):

Where you are a CompAsia member/user:

- to register for a user account with us;
- to process, manage or verify your identity;
- to provide, maintain and improve the platform and/or service to you;
- to fulfil and validate your purchases/reservations/bookings;
- to process payment from you, including authorising and processing online banking, credit/debit card transactions and sending receipts to you;
- to communicate with you and to maintain and improve customer relationship;
- to personalise and improve your user experience with the platform and/or service;
- to provide you with support and handle requests and complaints;
- to facilitate your participation in, and our administration of, any of our activities including contests, promotions, campaigns, polls or surveys;
- to conduct market research or surveys, internal marketing analysis, customer profiling activities, analysis of customer patterns and choices, usage and activity trends analysis in relation to the platform and/or service and our users’ demographics (on an anonymised basis);

- to protect and/or enforce our legal rights and interests, including defending any claim;
  - to comply with our legal and regulatory obligations under the applicable laws, legislation, regulations or court orders;
  - to comply with or as required by any request or direction of any governmental/law enforcement authorities; or responding to requests for information from public agencies, ministries, statutory bodies or other similar authorities;
  - to detect, investigate and prevent any fraudulent, prohibited or illegal activities or misuse of the platform and/or service;
  - to transfer or assign our rights, interests and obligations under any agreements entered into with us;
  - for internal administrative and updating purposes, such as auditing, data analysis, record keeping, contact lists, risk management, security, etc; and/or
  - for our storage, hosting back-up (whether for disaster recovery or otherwise) of your personal data, whether within or outside your country,  
And you agree and consent to us using and processing your personal data for the purposes as identified in this privacy policy.
- Where you are our CompAsia group partner, business/marketing partner, agent, vendor, distributor, supplier, contractor or service provider:
- to engage you to provide products and/or services to us/on our behalf;
  - to process any payments related to your commercial transactions with us;
  - to communicate with you and to maintain and improve customer relationship;
  - to provide you with support and handle requests and complaints;
  - to conduct credit reference checks and establish your credit worthiness,
  - to carry out due diligence or other monitoring or screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by us;
  - to send you seasonal greetings messages, gifts, newsletters from time to time;
  - to protect and/or enforce our legal rights and interests, including defending any claim;
  - to comply with our legal and regulatory obligations under the applicable laws, legislation, regulations or court orders;
  - to comply with or as required by any request or direction of any governmental/law enforcement authorities; or responding to requests for information from public agencies, ministries, statutory bodies or other similar authorities;
  - to detect, investigate and prevent any fraudulent, prohibited or illegal activities or omission or misconduct;
  - to transfer or assign our rights, interests and obligations under any agreements entered into with us;
  - for internal administrative and updating purposes, such as auditing, data analysis, record keeping, contact lists, risk management, security, etc; and/or
  - for our storage, hosting back-up (whether for disaster recovery or otherwise) of your personal data, whether within or outside your country.

#### 4. Marketing And Promotional Purposes

- a) We may also use and process your personal data for the following marketing and promotional purposes (“marketing and promotional purposes”):

- to send you information, alerts, newsletters, updates, promotional materials, special privileges announcements on products, services, upcoming contests, events, activities, promotions, campaigns, polls or surveys offered/organised by us and/or our selected third parties (business/marketing partners, sponsors, advertisers) which may be of interest to you;
  - to send you seasonal/festive greetings or messages;
  - to notify and invite you to events or activities organised by us and/or our selected third parties (business/marketing partners, sponsors, advertisers) which may be of interest to you;
  - to process your registration to participate in or attend an event or activity and to communicate with you regarding your attendance at the event or activity; and/or
  - to share your personal data within our organisation and our selected third parties (business/marketing partners, sponsors, advertisers) who may communicate with you to market their products, services, events or promotions, from time to time by sms, phone call, email, fax, mail, social media and/or any other appropriate communication channels.
  - you have the right at any time to request us to stop sending you any marketing and promotional materials or contacting you for marketing and promotional purposes. You may also click on the “unsubscribe” link embedded in the relevant marketing and promotional email in order not to receive any marketing and promotional email in the future. If you unsubscribe, we may still send you non-marketing and promotional communications, such as those about your account, about the platform and/or service or our ongoing business relations.
  - if you are a CompAsia member, your user profile information such as your username will be used to identify you when you use the platform and/or service. Your username may be displayed to other users when you submit your rating and/or review. We will not directly disclose or share your user email address and other information without your consent.
  - we may also use, process and share non-personally identifiable, aggregated, statistical and/or anonymous data with third parties for data analytics and to analyse and develop our marketing strategy and further improve and enhance the platform and/or service.
  - you agree and consent to us using and processing your personal data for the purposes as identified in this privacy policy.
  - we will seek your separate consent for any other purposes which do not fall within the categories stated above.
5. Consequences Of Not Consenting To This Privacy Policy/Not Providing Your Personal Data  
The collection of your personal data by us may be mandatory or voluntary in nature depending on the purposes for which your personal data is collected. Where it is mandatory for you to provide us with your personal data, and you fail or choose not to provide us with such data, or do not consent to the above or this privacy policy, we will not be able to provide our platform and/or service to you (if you are a CompAsia member) or engage you to provide products and/or services to us or on our behalf or issue payments to you for products and/or services provided (if you are our CompAsia partner, business/marketing partner, agent, vendor, distributor, supplier, contractor or service provider).
6. Disclosure Of Your Personal Data

We will not sell, rent, transfer or disclose any of your personal data to any third party without your consent. However, we may disclose some of your personal data to the following third parties, for one or more of the above purposes:

- our subsidiaries, related and/or associated companies;
- your immediate family members and/or emergency contact person as may be notified to us from time to time;
- successors in title to us;
- our selected third parties (business/marketing partners, sponsors, advertisers) who offer promotions or organise contests, events, activities or campaigns;
- any person under a duty of confidentiality to which has undertaken to keep your personal data confidential which we have engaged to discharge our obligations to you;
- any party in relation to legal proceedings or prospective legal proceedings;
- auditors, consultants, lawyers, accountants or other financial or professional advisers appointed in connection with our business on a strictly confidential basis, appointed by us to provide services to us;
- any party nominated or appointed by us either solely or jointly with other service providers, who provide services or conduct data processing on our behalf, or for data centralisation and/or logistics purposes;
- data centres and/or servers located within or outside your country for data storage purposes;
- storage facility and records management service providers;
- government agencies, law enforcement agencies, courts, tribunals, regulatory/professional bodies, industry regulators, ministries, and/or statutory agencies or bodies, offices or municipality in any country, if required or authorised to do so, to satisfy any applicable law, regulation, order or judgment of a court or tribunal or queries from the relevant authorities;
- credit reference/reporting agencies for the purpose of credit checking on you;
- our business/marketing partners, third party product and/or service providers, suppliers, vendors, distributors, contractors or agents, on a “need to know” basis, that provide related products and/or services in connection with our business on our behalf or to assist us with the provision of the platform and/or service to you;
- insurance companies for the purpose of applying and obtaining insurance policy(ies), if necessary;
- financial institutions for the purpose of applying and obtaining credit facility(ies), if necessary;
- banks and financial institutions, merchants and credit/debit card companies in connection with your commercial transactions with us;
- the general public when you become a winner in a contest, participate in our events or activities, submit your rating and/or review or other features of the platform and/or service that are viewable by the general public without compensation for advertising and publicity purposes;
- any third party (and its advisers/representatives) in connection with any proposed or actual reorganisation, merger, sale, consolidation, acquisition, joint venture, assignment, transfer, funding exercise or asset/share sale relating to all or any portion of our business or in the unlikely event of insolvency, bankruptcy or receivership; and/or

- any other person reasonably requiring the same in order for us to operate and maintain our business or carry out the activities set out in the purposes or as instructed/authorised by you.

#### 7. Accuracy Of Your Personal Data

We take it that all personal data provided by you is accurate and complete, and that none of it is misleading or out of date. You will promptly update us in the event of any change to your personal data. Please note that your failure to maintain accurate, complete and up-to-date personal data (including having an invalid or expired payment method) may result in your inability to access and use the platform and/or service.

#### 8. Your Rights

- To the extent that the prevailing personal data protection and privacy laws of the countries we operate in allow, you have the right to request for access to, request for a copy of, request to update or correct, your personal data held by us. We may charge a small fee (such amount as permitted under the applicable law) to cover the administration costs involved in processing your request to access your personal data. Notwithstanding the foregoing, we reserve our rights to rely on any statutory exemptions and/or exceptions to collect, use and disclose your personal data.
- In addition, you also have the right, by notice in writing, to inform us on your withdrawal (in full or in part) of your consent given previously to us subject to any applicable legal restrictions, contractual conditions, and a reasonable duration of time for the withdrawal of consent to be affected. However, your withdrawal of consent could result in certain legal consequences arising from such withdrawal. In this regard, depending on the extent of your withdrawal of consent for us to process your personal data, it may mean that we will not be able to continue with your existing relationship with us or the contract that you have with us will have to be terminated.
- You may correct, update or delete your personal data at any time by editing your profile on the “account settings” page on the platform. However, please note that your personal data may be retained on our back-up systems for some time. In addition, you cannot delete information associated with past transactions as we keep track of these records.

#### 9. Retention Of Your Personal Data

Any of your personal data provided to us is retained for as long as the purposes for which the personal data was collected continues; your personal data is then destroyed or anonymised from our records and back-up systems in accordance with our retention policy in the event your personal data is no longer required for the said purposes unless its further retention is required to satisfy a longer retention period to meet our operational, legal, regulatory, tax or accounting requirements.

#### 10. Security Of Your Personal Data

- We are committed to ensuring that your personal data is stored securely. In order to prevent unauthorised access, disclosure or other similar risks, we endeavour, where commercially practicable, to implement appropriate technical, physical, electronic and procedural security measures in accordance with the applicable laws and regulations and industry standard to safeguard against and prevent the unauthorised or unlawful processing of your personal data, and the destruction of, or accidental loss, damage to, alteration of, unauthorised disclosure of or access to your personal data.
- We will make reasonable updates to our security measures from time to time and ensure the authorised third parties only use your personal data for the purposes set out in this privacy policy.
- The internet is not a secure medium. However, we will put in place various reasonable security procedures with regard to the platform and your electronic communications

with us. All our employees and data processors, who have access to, and are associated with the processing of your personal data, are obliged to respect the confidentiality of your personal data.

- d) Unfortunately, no data transmission over the internet or any wireless network can be guaranteed to be 100% secure. While we take commercially practical steps to protect your personal data, we cannot and do not accept responsibility for any unauthorised access, unlawful interceptions or loss of personal data transmitted to or from CompAsia Technology Philippines Inc. and are not responsible for the actions of any third parties that may receive any such personal data.

#### 11. Personal Data From Children And Other Individuals

- a) the extent that you have provided (or will provide) personal data about your family members, spouse, other dependents (if you are an individual), directors, shareholders, employees, representatives, agents (if you are a corporate, an entity or an organisation) and/or other individuals, you confirm that you have explained (or will explain) to them that their personal data will be provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their personal data in accordance with this privacy policy.
- b) In respect of children (i.e. individuals under the age of 18 or under the age of majority in your country) or individuals not legally competent to give consent, you confirm that you are the parent or legal guardian or person who has parental responsibility over them or the person appointed by court to manage their affairs or that they have appointed you to act for them, to consent on their behalf to the processing (including disclosure and transfer) of their personal data in accordance with this privacy policy.

#### 12. Transfer Of Your Personal Data Outside Of Your Country

Our information technology storage facilities and servers may be located in other countries outside of your country. This may include, but not limited to, instances where your personal data may be stored on servers located outside of your country. In addition, your personal data may be disclosed or transferred to entities located outside your country. Please note that these foreign entities may be established in countries that might not offer a level of data protection that is equivalent to that offered in your country under the applicable laws in your country. You hereby expressly consent to us transferring your personal data outside of your country for such purpose.

#### 11. Internet And Mobile Application Use

- a) acknowledge that the provision of your personal data to us over the internet is entirely at your own risk.
- b) further acknowledge that if you post your rating and/or review on the platform, your rating and/or review will become a public information and will be retained by us even after your account has been terminated. Your email address and phone number will not be visible to others through any rating and/or review that you post.
- c) If any part of the platform links you to other websites, those websites do not operate under this privacy policy and we do not accept any responsibility or liability arising from those websites. We suggest you read and understand those websites' privacy policy before you provide your personal data to those websites.
- d) We use cookies (an alphanumeric identifier that we transfer to your computer's or mobile device's hard drive so that we can recognise your web browser or mobile device, track your visits to the platform or remember your username and/or password each time log-in) to monitor your use of the platform. All such demographic data collected through cookies are not personal data and we may use this data in aggregated, statistical and/or anonymised form. You may disable cookies by changing

the settings on your web browser or mobile device, although this may mean that certain features on the platform will not function properly if you set your web browser or mobile device to not accept cookies.

- e) In addition to using cookies and related technologies as described above, we may also permit certain third-party companies to help us tailor advertising that we think may be of interest to users and use other data about user activities on our platform and/or service (e.g., to allow them to tailor ads on third party services). These companies may deliver ads that might also place cookies and otherwise track user behaviour.
- f) Please note that when you first install our mobile application on your mobile device, we will set up an account associated with that mobile device (“account”). We will collect and use your personal data, in accordance with this privacy policy, whenever you activate our mobile application on that mobile device. This use includes linking your personal data with your account. Most mobile platforms (IOS, Android, etc) have different permission systems for obtaining your consent. The IOS platform will alert you the first time our mobile application wants permission to access certain types of data and will let you consent (or not consent) to that request. Android devices will notify you of the permissions that our mobile application seeks before you first use the mobile application, and your use constitutes your consent.
- g) The platform may integrate with social sharing features and other related tools which allow you to share information with your friends or the public, depending on the settings you establish with the social sharing network. The social sharing network’s use of your personal data made available by CompAsia is governed by that social sharing network’s privacy policy, not by this privacy policy. By connecting your social sharing network account through the platform, you agree that we may collect your personal data from your social sharing network account only in accordance with your privacy settings you have set up under your social sharing network account and for the purposes provided under this privacy policy.
- h) We may automatically receive, record and store location services information from your computer or mobile device when you interact with us. You hereby consent to our use of anonymised location services information collected from you. Where the location services information is personally identifiable, we will give you the options to manage your disclosure of this information. Depending on the functionalities available on your computer or mobile device, you may benefit from advanced options to manage the location services information. A computer or mobile device may report its gps location at the time you interact with us if the location services settings are enabled. Such information is not identified as personal data, except where we are required to do otherwise under applicable law.

Our collection of your computer or mobile device location information is solely at your discretion. You can enable or disable location services when you use the platform at any time, through your computer or mobile device settings. Should you use the platform with location services enabled, you consent to our collection and dissemination of your computer or mobile device location information through the platform, as specified in this privacy policy. Under no circumstances shall we be liable for claims or for any damages therefrom, arising out of your informed decision to allow other users to see your computer or mobile device location information, as specified in this privacy policy.

## 12. Contact Details

If you have any questions about this privacy policy, or have any further queries, or would like to make a complaint or data access or correction request in respect of your personal data, you may contact us at [instacashph@compasia.com](mailto:instacashph@compasia.com).

## 13. English Version To Prevail

In the event of any inconsistencies or discrepancies between the English version and other translated versions of this privacy policy, the English version shall prevail.