

Terms & Conditions



GENERAL TERMS AND CONDITIONS

Battery Replacement – One-Time Payment

This battery replacement service (hereinafter the "**Service**") constitutes a voluntary contractual commitment by the company Evy Sp. z.o.o, registered in the Polish Commercial Register under number 524416195, with its registered office at Building B6 - ul. Krakowiaków 36, 02-255 Warszawa (hereinafter "**We**" or "**Evy**").

This Service entitles you, under certain conditions, to have the battery of your Device replaced, between the 6th and 24th month following the date of purchase.

The Service is marketed through Back Market. Evy remains solely responsible for the performance of the services set out herein.

These general terms and conditions (hereinafter the "**General Terms**") specify the conditions of application, eligibility, exclusions and implementation of the Service.

The General Terms are systematically communicated or made available to the customer prior to the conclusion of any contract and shall prevail, where applicable, over any contradictory document.

You acknowledge that you have read, understood and accepted these General Terms without reservation.

Any questions? Contact us via email: support@evy.eu

1 - PURPOSE OF THE SERVICE

The Service entitles you to a battery replacement for your Device under the conditions set out below. It is specified that the Service is valid for one Device per subscription.

By facilitating a battery replacement, the Service directly contributes to extending the lifespan of your Device.

Under the Service, you are entitled to a battery replacement under the following conditions:

- Maximum **one (1) battery replacement** for the entire duration of the Service;
- Only **between 6 months and 24 months** after the purchase of your Device.

2 - SUBSCRIPTION TO THE SERVICE AND PAYMENT

Eligibility to the Service. You are eligible for the Service if you meet the following conditions:

- You are a natural person residing in the United Kingdom;
- You have purchased a mobile phone, tablet or laptop (hereinafter the "**Device**") from Back Market on the website www.backmarket.co.uk or via the Back Market mobile application (iOS and Android).

Subscription process. Subscription to the Service is done via Back Market at the time of purchase of the Device or no later than 6 months after the purchase of the Device.

At the time of purchase, We present the Service and these General Terms to you, which We recommend you read before finalising your subscription.

Once your subscription is confirmed, you will receive a confirmation email containing the General Terms and your subscription certificate.

Price and payment. The price of the Service depends on the type of Device and its purchase value. In all cases, the price is displayed to you inclusive of all taxes at the time of subscription to the Service.

The price is paid in full as a one-time payment at the time of subscription and is confirmed in your subscription certificate.

3 - DURATION AND TERMINATION OF THE SERVICE

Duration of the subscription. The Service is subscribed for a period of 24 months from the date of confirmation of your subscription, as stated in the subscription certificate We send to you by email upon confirmation. At the end of this period, the Service automatically comes to an end.

It is noted that the subscription begins upon validation of the purchase of the Service, but you may only benefit from a battery replacement **from 6 months after the date of purchase of your Device.**

Termination of the subscription. The Service is subscribed to for a fixed term of 24 months, which cannot be reduced. However, certain events may lead to the termination of your subscription:

	Reason for termination
At your initiative	Within the first 30 days following your subscription, if you exercise your right of withdrawal as described in Article 6.
At our initiative	<ul style="list-style-type: none"> • If We determine that the Device is stolen or fraudulent, in which case We will notify you of the termination of your subscription by email with immediate effect; • If We detect a false declaration, in which case We will notify you of the termination of your subscription by email with immediate effect; • If We detect an attempt to circumvent the eligibility conditions, in which case We will notify you of the termination of your subscription by email with immediate effect.
Automatically	<ul style="list-style-type: none"> • Upon expiry of your subscription, i.e. at the end of the 24-month period; • In the event of loss, destruction or disappearance of the Device (e.g. theft, loss or accident), you must notify Us and provide the necessary supporting documents. We will proceed with the termination of your subscription as of the date of the event; • Upon full use of the Service, i.e. once you have benefited from a battery replacement for the Device, in which case your subscription automatically ends on the date the service is completed.
Refund terms	<p>The Service is subscribed for a fixed and non-compressible period of 24 months from the confirmation of the subscription and is subject to a single and final payment corresponding to the availability of the Service for the entire contractual duration.</p> <p>In the event of loss, theft, destruction or disappearance of the Device, the subscription ends on the date of the event, and you will be reimbursed on a pro-rata basis for the remaining duration of the Service. If the termination occurs within the first 6 months, We will reimburse the full cost of the Service.</p> <p>Likewise, in the event of a false declaration, fraud, production of false supporting documents, an attempt to circumvent the eligibility conditions or any manoeuvre aimed at improperly obtaining the benefit of the Service, Evy may terminate the subscription by operation of law; any amounts paid will</p>

remain with Evy as a fixed-sum indemnity for the loss suffered, without prejudice to any right to additional damages.

4 - BATTERY REPLACEMENT REQUEST

To benefit from the Service, you must follow the steps below:

- **Log in to your dedicated customer portal**

Go to your customer dashboard:

👉 <https://backmarket.customer.evy.eu>

- **Access your contract**

Once logged in, select your contract from your dashboard. You will then be able to click on the dedicated button to submit a request.

- **Complete the required information**

You may be asked to provide certain information, including the purchase invoice for the Device and any other information We deem necessary to carry out the Service. A remote technical diagnostic may be performed to verify the eligibility of your Device.

- **Follow the instructions for shipment or intervention**

If your request is eligible, We will issue a shipping label, at no additional cost to you, to allow you to send your Device to the Evy repair centre.



Important: Please back up all your data before sending your Device to us. We shall under no circumstances be held liable for any loss or alteration of data that may occur.

→ For Apple devices, please also disable the "Find My" feature; failing to do so will prevent our technicians from performing the diagnostic on the Device.

→ For Android devices, please also disconnect your Google account; failing to do so will prevent our technicians from performing the diagnostic on the Device.

The battery replacement is then carried out at the Evy repair centre, using a new compatible equivalent battery or an original manufacturer battery depending on availability.

Intervention times and logistics options (shipping, collection, workshop, etc.) may vary but may not exceed 30 days from the collection of your Device.

Upon completion of our intervention, We will return the Device to your address.

5 - SERVICE EXCLUSIONS

The following elements and events are excluded from the Service:

- ✗ You are unable to provide the purchase invoice for the Device;
- ✗ The battery has been damaged as a result of intervention on the Device (attempted repair by you or a third party, attempted modification of the Device, etc.);
- ✗ Premature battery wear due to use of the Device inconsistent with the manufacturer's recommendations, in particular due to improper use or improper storage of the Device;
- ✗ The Device has damage preventing the safe replacement of the battery;
- ✗ The Device is non-functional (following an accident or oxidation);
- ✗ The request is made outside the eligible period (before the 6th month or after the 24th month);
- ✗ You have already benefited from a battery replacement under the Service;
- ✗ The battery has already been replaced by a repairer other than the original seller of the Device, Back Market or Evy.

6 - RIGHT OF WITHDRAWAL

You have an extended period of thirty (30) calendar days from the conclusion of the contract to exercise your right of withdrawal, without having to provide any reason or bear any costs other than those provided for by law.

You may request withdrawal from your subscription via the following link: <https://backmarket.customers.evy.eu>, and We will proceed with a full refund.

7 - LIABILITY

Our liability is assessed exclusively with regard to the performance of the services provided under the Service. We undertake to implement the technical means necessary to carry out the services in accordance with these General Terms.

Our liability is limited to the services carried out on your Device and to the custody of your Device, meaning our liability may only be engaged in the event of negligence in the performance of the services and only for direct damages.

This limitation does not apply in the event of gross negligence, wilful misconduct or personal injury.

Accordingly, and without this list being exhaustive, We shall not be liable in the event of:

- Erasure, loss or destruction of data, files, software, programs or any other information contained in your Device;
- Events of force majeure or acts of a third party beyond our reasonable control;

- Misuse of the Device or its battery by you;
- Any loss of profit, loss of revenue, loss of business, loss of data or any indirect or consequential loss, whether arising in contract, tort or otherwise;
- Damage to the Device or its battery following handling by our technicians if a pre-existing damage had weakened the structure and/or components of the Device;
- Exceeding the service delivery timeframe where such exceeding is due to one or more factors outside our control, including without limitation: force majeure events, carrier delays, shortage of spare parts or delivery delays for spare parts that need to be ordered.

8 - COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION

Filing a complaint. If you wish to file a complaint regarding the performance or non-performance of the Service, you may send your complaint by email to disputes@evy.eu.

We will acknowledge receipt of your complaint within 10 business days and undertake to provide a reasoned response within a maximum of 8 weeks from receipt.

Alternative Dispute Resolution. If you are a consumer and we are unable to resolve your complaint to your satisfaction, you have the right to refer your dispute to a certified Alternative Dispute Resolution (ADR) provider at no cost to you, under the Alternative Dispute Resolution for Consumer Disputes Regulations 2015.

You may also use the Online Dispute Resolution platform provided by the European Commission at: <https://ec.europa.eu/consumers/odr>.

In the absence of resolution through ADR, the dispute may be brought before the competent courts in accordance with Article 10 below.

9 - MODIFICATION OF THE GENERAL TERMS

We may be required to amend our General Terms in order to adapt to changes in our business, legal constraints or improvements to our services.

When We amend the General Terms, We will inform you by email of any modification before it takes effect. From the date of such notification, you will have 30 days to terminate your subscription; failing to do so, the new version of the General Terms will automatically apply to your subscription upon expiry of that period.

10 - APPLICABLE LAW - APPLICABLE LANGUAGE - DISPUTES

These General Terms are governed by the laws of England and Wales. Pre-contractual information, contractual information, notices, communications and customer service are provided in English. Any dispute relating to these General Terms shall be subject to the non-exclusive jurisdiction of the courts of England and Wales. In the event that one or more

clauses of these General Terms become unenforceable as a result of a change in legislation or a court decision, this shall in no way affect the validity of the remaining clauses, which shall remain in full force and effect.