BUYBACK TERMS AND CONDITIONS | BACK MARKET
FEBRUARY 2022

Article 1. Preamble

1.1 BACK MARKET, Inc., a Delaware corporation with its principal place of business at 100 Bogart St, Brooklyn NY 11206 (hereinafter “BACK MARKET”), makes available to web users a Platform (www.backmarket.com) wherein they can access the BuyBack service: a service that allows “BuyBack Sellers” (natural persons who are at least 16 years old and who are using the service for non-commercial purposes) to connect with and sell their electronics to “BuyBack Purchasers” (commercial entities registered on the Platform).

1.2 The BuyBack Terms and Conditions are to be differentiated from the Terms and Conditions of Services that govern the Platform. All web users that interact with the Platform are subject to the Terms and Conditions of Services. The BuyBack Terms and Conditions apply to web users that wish to use the BuyBack service as BuyBack Sellers. Words commencing with a capital letter have the same meaning as the meaning defined in the Terms and Conditions of Services.

1.3 BACK MARKET acts as an intermediary, and in no case the buyer of product on the Platform. BACK MARKET is not a party to the transaction entered into between the BuyBack Purchaser and the BuyBack Seller and it cannot be held liable in the event of a dispute relating to the products, or to their sales transactions.

Article 2. The BuyBack service

2.1 The BuyBack service on the Platform allows BuyBack Sellers connect with and sell their electronics to BuyBack Purchasers who will then refurbish these devices for their commercial activities. The BuyBack service is organized so that it may be used in conjunction with other services available on the Platform, specifically when a BuyBack Seller purchases a product from the Platform.

2.2 Only natural persons who are 16 years old and over, and who are using the Platform for non-commercial purposes can be a BuyBack Seller. Natural persons who are under 18 years old may only use the Platform and the BuyBack service with involvement of a parent or guardian.

BuyBack Seller agrees to communicate to BACK MARKET the last 4 digits of their Social Security number in order to be able to sell on the Platform. In addition, BuyBack Seller also agrees to provide their full 9-digit SSN or their ITIN, once their transactions using the BuyBack service amount to more than $600 per calendar year. BACK MARKET may suspend payouts to BuyBack Sellers who fail to provide or who provide an incorrect SSN / ITIN once they reach the $600 threshold.

Article 3. Purpose of the BuyBack Terms and Conditions

3.1 BuyBack Purchasers and BuyBack Sellers undertake to comply with the BuyBack Terms and Conditions in the framework of their interactions with regard to the BuyBack service wherein BuyBack Sellers sell their products to BuyBack Purchasers.

3.2 Access to the BuyBack service implies that BuyBack Seller has unreservedly accepted in advance the Terms and Conditions of Services accessible on the Platform and that BuyBack Purchaser has unreservedly accepted in advance the Seller General Terms and Conditions. BY ACCESSING OR USING THE BUYBACK SERVICE IN ANY WAY, OR CLICKING ON THE “I ACCEPT” BUTTON RELATED TO THE BUYBACK SERVICE, THE BUYBACK SELLER AND THE BUYBACK PURCHASER REPRESENT THAT:

(1) THEY HAVE READ, THEY UNDERSTAND, AND AGREE TO BE BOUND BY THESE BUYBACK TERMS AND CONDITIONS; AND

(2) THEY HAVE THE AUTHORITY TO ENTER INTO THESE BUYBACK TERMS AND CONDITIONS;

BuyBack Purchasers and BuyBack Sellers may access BuyBack Terms and Conditions at any time from their respective accounts and consult them via any Platform page. The BuyBack Purchasers and the BuyBack Sellers undertake to comply with all the provisions thereof at all times the BuyBack service is being used.

3.3 The BuyBack Terms and Conditions may be amended. The latest iteration of the BuyBack Terms and Conditions will be presented to BuyBack Seller and BuyBack Purchaser prior to each sale using the BuyBack service. BuyBack Seller and BuyBack Purchaser will be asked to agree to the latest BuyBack Terms and Conditions before the transaction can be completed.

3.4 Any issues that are not addressed by the BuyBack Terms and Conditions are subject to the provisions
contained in other contracts binding the parties. Therefore, (i) the provisions of the Terms and Conditions of Services continue to apply to the relationship between BACK MARKET and BuyBack Seller, and (ii) the provisions of the Seller General Terms and Conditions and the Quality Charter binding BuyBack Purchaser to BACK MARKET continue to apply to the relationship between them in addition to the BuyBack Terms and Conditions. In the event of a conflict among these documents, the following order of priority shall apply: the BuyBack Terms and Conditions shall prevail over the Terms and Conditions of Services, the Seller General Terms, and the Quality Charter only with respect to the conditions pertaining specifically to the BuyBack Service.

Article 4. Products that may be sold as part of the BuyBack service

4.1 This service is limited to the following products: mobile phones, handheld game consoles, audio headsets and headphones, tablets, laptops (including MacBooks), and game consoles.

4.2 In addition, BuyBack Seller understands and accepts that the following products cannot be sold through the BuyBack service: (a) products, the marketing or sale of which violate applicable national or international laws, treaties, directives or regulations, notably (i) due to the products’ fraudulent nature (in particular because they originate from a theft, fencing or illegal importation), or (ii) due to the infringement of third-party rights, including a violation of intellectual property rights (e.g., counterfeiting) or the infringement of a selective or exclusive distribution network or, (b) product that do not comply with applicable requirements concerning personal health and safety that apply to certain product, (c), non-American product that are incompatible with US network carriers and/or jailbroken product and/or products that remain connected to a user account.

Article 5. Information to be provided in advance in the context of the BuyBack service

5.1 A BuyBack Seller who wishes to use the BuyBack service undertakes to describe as accurately as possible the nature and condition of the product they want to sell.

5.2 The BuyBack Seller must provide (i) a description of the nature of the product they would like to sell, (ii) the product’s brand, (iii) the product’s model, (iv) the product’s specificities (for example, regarding a phone, whether the phone is unlocked or locked to a carrier), (v) the condition of the product, and (vi) the network carrier the product is locked to, where applicable. In addition, BuyBack Seller represents (a) that they have complete ownership of the product they are selling, (b) that they have not acquired the product illegally, (c) that their representations regarding the condition of the product are truthful and accurate, (d) that they have not modified the product’s software (ie, jailbroken the product), (e) that they have deleted all personal data from the product, and have deactivated all user accounts (or, failing this, that they will delete their data and deactivate their accounts prior to sending the product to the BuyBack Purchaser).

Article 6. First BuyBack offer – Acceptance and rejection

6.1 A BuyBack offer is made by the BuyBack Purchaser on the basis of the information provided and the representations made by the BuyBack Seller as follows:

6.1.1 The BuyBack Purchaser undertakes to propose prices rounded to the nearest dollar. Once BuyBack Seller describes the product they would like to sell, the BuyBox algorithm finds the best offer, where available, among the BuyBack Purchasers registered for the service. The algorithm takes into account the price, the BuyBack Purchaser’s ratings, cancellation rate, etc. Once an offer is found, it is presented to the BuyBack Seller so that they can continue the transaction directly with the BuyBack Purchaser.

6.1.2 This first BuyBack offer may be accepted or refused by the BuyBack Seller within forty-eight (48) hours.

6.1.3 This BuyBack offer is based on the declarations of the BuyBack Seller, and it cannot constitute an acceptance nor a binding offer, until the BuyBack Purchaser has inspected the product and confirmed that the description of the product was complete and accurate. BuyBack Seller understands that their acceptance of the first BuyBack offer does not create a final contract of sale with the BuyBack Purchaser.

6.2 Without prejudice to the provisions of article 6.1.3, a BuyBack Seller who accepts a first BuyBack offer undertakes to:

6.2.1 provide their birthday, nationality, physical address and telephone number (if they are not connected to their customer account when they want to benefit from the BuyBack Service). BuyBack Seller also agrees to upload their valid ID (front and back), in case BACK MARKET’s payment services provider requests this information.

6.2.2 provide their bank account information, including: the name on the bank account, bank account number, and bank routing number as well as the last 4 digits of their Social Security number.

6.2.3 state how the product will be shipped to the BuyBack Purchaser. BuyBack Seller is provided with a prepaid
shipping label that is downloadable from their customer account.

6.2.4 BuyBack Seller agrees to delete all personal data from their product and, in addition, to disconnect their iCloud, Google or any other personal account, and to delete any code that could limit or prevent the BuyBack Purchaser from exploiting, repairing and/or selling the product. Detailed instructions are available in this article or in this article.

6.3 If BuyBack Seller does not provide their complete information as detailed in article 6.2, the product will be treated according to the process in article 9.3.

Article 7. Dispatch of the product to the BuyBack Purchaser

Without prejudice to the provisions of article 6.1.3, a BuyBack Seller who accepts a first BuyBack offer undertakes to:

7.1 agree to the transfer of property of their product to the BuyBack Purchaser, once the BuyBack Purchaser processes the payment to BuyBack Seller.

7.2 send the product they are selling to the BuyBack Purchaser within fifteen (15) calendar days by securely packaging the product and printing out and affixing to the package the prepaid shipping label provided free of charge as part of the service via the Platform.

7.3 BuyBack Seller understands that the risks associated with sending their product are their responsibility and that they are responsible for appropriately preparing their product for shipping.

Article 8. BuyBack Purchaser’s receipt of the product and potential second BuyBack offer

Upon receipt of the product, BuyBack Purchaser will inspect the product to verify that it conforms with the descriptions and declarations made by BuyBack Seller as set forth in article 5 above.

8.1 If the product received is in compliance with the representations made by the BuyBack Seller and the conditions of article 6.2 are satisfied, the BuyBack Purchaser has two (2) business days to pay the offer amount to the BuyBack Seller. The BuyBack Seller acknowledges that the availability of the funds depends on bank processing periods. If the conditions of article 6.2 are not satisfied, the procedure described in article 9.3 will be applied.

8.2 If the product received by the BuyBack Purchaser is not in compliance with the representations made by the BuyBack Seller and the BuyBack Purchaser can demonstrate such non-conformity, the first BuyBack offer is voided and the BuyBack Seller may make a second BuyBack offer as follows:

8.2.1 If the BuyBack Seller complies with the conditions of article 6.2, BuyBack Purchaser has two (2) business days to make a second BuyBack offer via their account. The BuyBack Purchaser agrees to make a second offer of at least one (1) US dollar, except in the following cases: a rooted/jailbroken product (i.e., a device whose software has been modified to subvert software restrictions placed by the manufacturer), a non-American product that is incompatible with US network carriers, a counterfeit product, a blacklisted phone (i.e., a phone whose IMEI number has been blocked by the owner who has reported it as lost or stolen), a greylisted phone (i.e., a phone whose IMEI has been blocked by a network operator, subsequent to unpaid invoices for instance). The BuyBack Seller then has seven (7) business days to accept or reject the second BuyBack offer on their account:

(a) once the second BuyBack offer is accepted by the BuyBack Seller, the sale becomes a firm sale and the BuyBack Purchaser becomes the owner of the product and must pay the offer price promised in the second BuyBack offer. The BuyBack Purchaser then has two (2) business days to send the second offer amount to the BuyBack Seller provided that they have made their complete banking information available as detailed in article 6.2.2. The BuyBack Seller acknowledges that the availability of the funds depends on bank processing periods.

(b) if the BuyBack Seller rejects the second BuyBack offer, there is no contract of sale and BuyBack Purchaser, who is the custodian of the product, undertakes to send the product back to the BuyBack Seller as provided for in article 9.2 below.

(c) if the BuyBack Seller does not respond within seven (7) calendar days of the second BuyBack offer, the BuyBack Purchaser will send three (3) reminders to the BuyBack Seller in accordance to article 9.4 below before the BuyBack Seller is deemed to have implicitly accepted the second BuyBack offer.

8.2.2 If the BuyBack Seller does not comply with conditions under article 6.2, the procedure described in article 9.3 will be applied.

8.2.3 In the exceptional cases where the BuyBack Seller sends rooted/jailbroken products, non-American products incompatible with US network carriers, counterfeits, and blacklisted/greylisted products, the BuyBack Purchaser may, through the Platform, give notice that the product cannot be purchased through the BuyBack
service and that the first BuyBack offer is therefore void. The BuyBack Purchaser undertakes to return the product back to the BuyBack Seller as provided for in article 9.5.

Article 9. Important details about payments, product returns and how the product will be treated if the BuyBack Terms and Conditions are not complied with

9.1 Once the sale is finalized, the offer amount is paid in full by BACK MARKET on behalf of the BuyBack Purchaser and wired to the BuyBack Seller’s bank account, provided that the BuyBack Seller has complied with all requirements set forth in article 6.2. Otherwise, neither Back Market nor the BuyBack Purchaser have access to the BuyBack Purchaser’s correct banking information for the purpose of the BuyBack service.

9.2 If the BuyBack Seller rejects the second BuyBack offer made by the BuyBack Purchaser for a non-conforming product in accordance with article 8.2.1 above, the BuyBack Purchaser undertakes to return the product to the BuyBack Seller within two (2) business days following the BuyBack Seller’s rejection.

9.3 If the BuyBack Seller has sent their product to the BuyBack Purchaser but refuses or abstains from providing their complete information or otherwise complying with the requirements in article 6.2, BACK MARKET will send reminders three (3) times over a period of ninety (90) calendar days. Once the reminders have been sent and the period is completed, if the BuyBack Seller still does not comply, the BuyBack Purchaser WILL NOT SEND THE PRODUCT BACK to the BuyBack Seller and is FREE TO PROCESS THE PRODUCT AS THEY SEE FIT, WITH NO OBLIGATION OF PAYMENT TO THE BUYBACK SELLER. The schedule of the reminders will be as follows: the first reminder will be sent fourteen (14) calendar days after the receipt of the product or the date of the second BuyBack offer if such an offer is made, as the case may be; the second reminder will be sent after forty five (45) calendar days; and the third reminder will be sent after ninety (90) calendar days.

9.4 If the BuyBack Seller has complied with the requirements in article 6.2 but fails to respond to the BuyBack Purchaser’s second BuyBack offer, BACK MARKET will send reminders three (3) times over a period of twenty-eight (28) calendar days. Once the reminders have been sent and the period is completed, if the BuyBack Seller still has not responded, they will be deemed as having implicitly accepted the second BuyBack offer made by the BuyBack Purchaser. The BuyBack Purchaser will pay the amount of the second BuyBack offer to the BuyBack Seller with no undue delay after the period is completed.

9.5 In cases where a product is returned because it is not eligible to be purchased through the BuyBack service according to article 4, the product will be returned at the BuyBack Seller’s expense. If the BuyBack Seller wants the BuyBack Purchaser to return their product, the BuyBack Seller undertakes to pay for a tracked shipment and send a prepaid shipping label to the BuyBack Purchaser through the Platform, within five (5) calendar days after notice is given to the BuyBack Seller via the Platform that their product cannot be purchased, and then add the tracking number in the chat of the order.

9.6 In the event of a dispute following a return made by the BuyBack Purchaser, the BuyBack Purchaser undertakes to pay the BuyBack Seller the amount of the first BuyBack offer if they are unable to prove that they have returned the BuyBack Seller’s product. Except in cases where the return is at the BuyBack Seller’s expense, the BuyBack Purchaser shall send back the product via a tracked shipment and add the tracking number in the chat of the order.

9.7 If the BuyBack Purchaser receives a damaged product or an empty package, within two (2) days following receipt, the BuyBack Purchaser must:

- inform the BuyBack Seller of the problem encountered;
- inform BACK MARKET of the problem encountered;
- furnish BACK MARKET any supporting evidence requested by BACK MARKET

9.8 If in Back Market’s records, product appears to have been delivered but the BuyBack Purchaser has not received the product, the BuyBack Purchaser will be given two (2) business days after the BuyBack Seller’s or BACK MARKET’s request to furnish a sworn certification of non-receipt along with a photocopy of their identification card and, might be asked to also provide a valid proof of address of less than 3 months. The BuyBack Purchaser will pay the BuyBack Seller the amount of the first BuyBack offer within three (3) days after all the required documents are submitted to BACK MARKET. BACK MARKET will then carry out any necessary investigations.

Article 10. BuyBack service fees

The BuyBack service is free of charge for BuyBack Sellers (with the exception of shipping fees that may be incurred according to article 9.2), but is a paid service with respect to BuyBack Purchasers. Service fees are paid by BuyBack Purchasers to BACK MARKET in accordance with the provisions set out in the Sellers General Terms
Article 11. Restriction and suspension of the BuyBack service for BuyBack Purchasers

Access to the BuyBack service may be restricted or suspended for BuyBack Purchasers under the same conditions specified in article 17 of the Sellers General Terms and Conditions, which details the circumstances by which a Seller Account may be restricted or suspended.

In addition, a restriction or immediate suspension may result from any breach of the BuyBack Terms and Conditions and/or in the event of a payment default (including chargeback, i.e. rejection of a transaction by a BuyBack Purchaser’s bank because the transaction was considered illegitimate, resulting in the reimbursement of the transaction amount).

Article 12. Duration of the BuyBack service for BuyBack Purchasers

12.1 BuyBack Purchaser is subscribed to the BuyBack service for an indefinite term. BuyBack Purchaser can end the use of the BuyBack service by following the same process as for the closure of its seller account (see art. 18.1 of the Sellers General Terms and Conditions) with at least one month’s advance notice before stopping their use of the service.

12.2 In the event of a BuyBack Purchaser’s payment default in connection with the BuyBack service (including chargeback), and despite at least one payment reminder, BACK MARKET has the right to unilaterally terminate the BuyBack Purchaser’s access of the BuyBack service with no prior notice or indemnity being due, by sending an email to the BuyBack Purchaser.

12.3 If a BuyBack Purchaser’s Seller Account is closed, access to the BuyBack service will be terminated immediately by BACK MARKET as of right.