FÓNUA TRADE IN TERMS AND CONDITIONS (IN CONJUNCTION WITH THREE)

1 INTRODUCTION TO TERMS

- 1.1 These are the Terms on which Fónua will contract with you for the trade-in of your Device. [We work with Three to provide a trade in service for mobile devices which are no longer wanted by Three customers for monetary return]. These Terms will apply to the trade in of your Device through the Three Trade-In Website and will be legally binding on you should you proceed to enter into a contract with us to trade in your Device.
- 1.2 This offer is limited to one Device per customer / for each new Three product you purchase
- 1.3 Please read these Terms carefully including the definitions in Section 13 which apply throughout the Terms. We also recommend that you download, save a copy or print a copy of these terms for future reference. Nothing in these terms will affect your legal rights. These Terms reflect the entirety of your contract with Fónua in relation to the trade-in of your Device.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are**: We are Fónua Limited, a company registered in Ireland. Our company registration number is 267717 and our registered office is at Carin House, South County Business Park, Leopardstown, Dublin 18. When we use **"we"**, **"us"** and **"our"** in this agreement we mean Fónua.
- 2.2 **How to Contact us**: You can contact us by emailing us at customersupport@fonua.com or writing to us at Fónua Trade-in, Cairn House, South County Business Park, Leopardstown, D18W2T1
- 2.3 We encourage you to contact us if you have any questions or wish to confirm your understanding of these terms.

3 FÓNUA'S CONTRACT WITH YOU

- 3.1 How to make an Offer of your Device to us: If you comply with the customer eligibility requirements and the Device eligibility requirements contained at paragraph 4 of these terms, you are eligible to participate in the Trade-in Offer and can complete the online Trade-in Form available at the following link https://three-customer.blackbeltdefence.com annexed to these terms and conditions] to receive an estimated value from Fonua of the price we are willing to pay you for the trade-in of your Device.
- 3.2 **We will make an initial valuation your Device:** Subject to you and your Device meeting the eligibility requirements contained at Section 4 of these terms (and any other requirements, criteria, specification or standards Fónua may deem relevant at the time of trade-in), Fónua will make an initial provisional estimate of the value of your Device based on the state, workability and model of your Device and any other relevant information you provide us with.
- 3.3 **How to send us your Device:** If you are satisfied with Fónua's provisional valuation of your Device, [which is generated on completion of the Trade-in Form/will be communicated to you by Fónua] you can ship your Device to Fónua using the prepaid shipping label, [generated by the submission of your Trade-in Form].

- 3.4 **How Fónua will assess your Device:** Once Fónua receives your Device and determines if your Device meets the eligibility criteria as set out in Section 4 of these Terms (and any other requirement, criteria, specification or standard Fónua may deem relevant at the time of receipt of your Device) we will examine your Device. If your Device arrives in a different condition to that which was represented by you on the Trade-in Form, Fónua's valuation (being the price we are willing to pay you for your Device) will be updated and you will be notified by email of this new offer price accordingly.
- 3.5 **How Fónua will assess your eligibility:** Fónua will review your eligibility to participate with this Trade-in Offer in line with details provided by you on the Trade-in Form in line with the eligibility requirements as detailed in Section 4 of these Terms.
- 3.6 **Final Confirmation of Trade-In Value:** If your Device meets the eligibility requirements and Fónua determines you are eligible to enter these terms, Fónua will then confirm with you Fónua's final offer on the value of your Device and the monetary amount which Fónua is willing to pay you in exchange for your Device.
- 3.7 Where a Device does not meet the eligibility criteria: Fónua will communicate to you by email that your device does not meet the eligibility criteria and that you cannot enter the Trade-In offer.
- 3.8 Where you do not meet the eligibility criteria: Fónua will communicate to you by email that you do not meet the criteria to participate in this trade-in offer.
- 3.9 Acceptance or Rejection of the Trade-in Offer from Fónua: If you accept the final valuation of your Device from Fónua [through clicking on the link in your email/through confirming your acceptance of the valuation in writing/through the updating of your trade-in form], a binding contract is then formed for the trade in of your Device. If you reject Fónua's valuation for your Device, by email, your Device will be returned to you [at the address specified in the trade-in form you originally provided].
- 3.10 Where trade in valuation amounts are not used towards the value of a new device, Fónua will provide any payment for a Device through bank transfers to the bank account details you have provided to us in the trade-in form / Payment will be processed within 14 days after Fónua's confirmation of the Trade-in in line with paragraph 3.9 above. Fónua accepts no responsibility for incorrect bank account details provided by you to receive payment.

4 ELIGIBILITY OF TRADE-IN

- 4.1 Device Eligibility Requirements:
- 4.2 Participation eligibility requirements:
 - 4.2.1 The Trade-in Offer is available for individuals who are:
 - (a) Resident in Ireland, over the age of eighteen and are capable of entering a legally binding contract; and
 - (b) Prepay or bill pay customers of Three connected to the Three mobile network
 - 4.2.2 Subject to you meeting the requirements in paragraph 4.2.1, the Trade-in Offer is available if your Device is a mobile phone device that meet all of the following criteria:

- (a) Turns on and off and hold a charge;
- (b) Has no hardware or software faults;
- (c) Has a fully working and intact screen (with no cracks);
- (d) Has a fully functioning battery;
- (e) Is not externally damaged or show any signs of liquid damage;
- (f) Has been factory reset and has no software locks;
- (g) Has a valid IMEI/serial number; and
- (h) Has no software locks which would prevent Fónua from entering/accessing the Device (including passwords/passcodes).

5 TRANSFER OF TITLE

Ownership of the Device transfers to Fónua only upon payment by Fónua to you for the Device. At the point where transfer of title occurs, you relinquish any further right, title or interest in the Device.

6 EVENTS OUTSIDE OUR CONTROL

Fónua is not liable for any failure or delay in making payment and/or returning the Device to you (in the event that you seek to cancel the contract under paragraph 7.1) due to events outside of our reasonable control.

7 CONSUMER RIGHTS

7.1 Your rights to end the contract:

- 7.1.1 Exercising your right to change your mind (Consumer Rights Act 2022). You have a legal right to change your mind within 14 days after entering a contract with us. This 14-day period is known as the "cooling-off period". You are entitled to a return of your Device if you are within the cooling-off period, but you will have to repay the amounts which Fónua may have paid to you for the Device at the time of cancellation and the costs of returning your Device to you.
- 7.1.2 **How long do I have to change your mind** The exact date on which the cooling-off period starts and ends depends on what you have accepted our final Trade-in Offer and confirmed entry into a binding contract.
- 7.1.3 When do you not have the right to change your mind If you are outside of the 14 day cooling off period you do not have the right to change your mind.
- 7.1.4 **Ending your contract with us**. Without prejudice to your rights to cancel during the cooling off period, you will have rights to end the contract in certain circumstances in accordance with your legal rights.
- 7.2 Unless you have a legal right or are permitted by these Terms to end the contract, any cancellations, returns and refunds are at our sole discretion.

8 HOW TO END THE CONTRACT WITH US

- 8.1 **Tell us you want to end the contract**. Where you wish to exercise a right to end your contract with us in paragraph 7.1 or your legal rights, please let us know by emailing or writing to our customer services team using the email address or postal address (as applicable) in clause 2. Please provide your name, home address, order number, details of the order and, where available, your phone number and email address.
- 8.2 **Returning products after ending the contract**. If you end the contract for any reason after payment has been made to you or you have received payment, you must return the payment amount to us. Please email or write to us using the details in clause 2 to request our details to process payment.
- 8.3 When your Device will be returned: If you are ending the contract with us in accordance with your legal rights we will return your Device to you as soon as possible, once you return the payment previously paid to you by Fónua. If you are exercising your right to change your mind during the cooling-off period then we will require the return of monies paid to you as part of the Trade-in offer, prior to returning your device. You will need to pay for the cost of returning your Device to you.

9 HANDLING LOST, BLOCK, STOLEN OR FAKE DEVICES

If we become aware that a Device you provide to us has been reported as lost, blocked or stolen, we may inform the relevant authorities without further notice to you without liability and we shall not be under any obligation to pay you for that Device or to return the Device to you.

If a Device you return to use is a counterfeit product manufactured to resemble genuine products manufactured by another company we shall, without liability, not be under any obligation to pay you for that Device or to return the Device to you.

10 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 10.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

11 DATA PROTECTION

- 11.1 The security and protection of your personal information is extremely important to us. We collect and use your personal information to complete the Trade-in Offer and contact you as part of the services we provide.
- 11.2 We process personal data in compliance with the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation (EU 2016/679) (GDPR). Fónua is the data controller for the Trade-In Offer. For details, refer to our Privacy Policy at https://w3.Fónua.com/privacy-notice.

12 OTHER IMPORTANT TERMS

- 12.1 **We may transfer this contract to someone else**. We may assign and transfer our rights and obligations under these terms to another organisation. We will tell you in writing if this happens and we will do our best to ensure that the transfer will not affect your rights under the contract.
- 12.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 12.3 **Nobody else has any rights under this contract**. This contract is between Fónua and you. No other person shall have any rights to enforce any of its terms.
- 12.4 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 12.5 **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.6 **Which laws apply to this contract**. These Terms are governed by law of Ireland but this does not affect your mandatory consumer protection laws in the jurisdiction of your usual place of residence. In particular no provision under these Terms shall affect your statutory rights. If there is a conflict between these Terms and those right, your statutory rights prevail.

13 ENHANCED TRADE IN PROMOTIONS:

For a limited time only there is an additional trade-in programme for the "Honor 400", and the "Honor 400 Pro" is run in conjunction with Honor/Three Ireland for the "Honor 400", and the "Honor 400 Pro" and "Samsung 24" and the "Samsung S25 Series" which is run in conjunction with Samsung/Three Ireland for the "Samsung 24" and the "Samsung S25 Series" and "Samsung Galaxy Z Flip 7 FE, Samsung Galaxy Z Flip 7 and Samsung Galaxy Z Flip 7 which is run in conjunction with Samsung/Three Ireland for the "Samsung Galaxy Z Flip 7 FE, Samsung Galaxy Z Flip 7 which and are bound by the promotional terms and conditions as laid out below and shown on our website https://three-customer.blackbeltdefence.com/

"Honor 400", and the "Honor 400 Pro" ('Promotion"), "Samsung 24" and the "Samsung S25 Series" & "Samsung Galaxy Z Flip 7 FE, Samsung Galaxy Z Fold 7 and Samsung Galaxy Z Flip 7 (each a 'Promotion')

Three Enhanced trade in offer

• For successful new connections only or upgrading to "Honor 400", and the "Honor 400 Pro" on Three Prepay or Three Bill Pay in any Three Ireland sales channel within

- the promotional period (9am (Irish time) on 1st November 2025 and shall close at 23.59 (Irish time) on 31st November 2025), eligible customers will receive an additional trade in value of €100 for an eligible smartphone traded in subject to uploading a proof of purchase, completion of online form and traded in device being received and validated by Fonua Limited who are trade in service provider to Three Ireland (Hutchison) Limited. Eligible devices only and minimum acceptance criteria apply. See https://three-customer.blackbeltdefence.com
- For successful new connections only or upgrading to "Samsung 24" or the "Samsung S25 Series" on Three Prepay or Three Bill Pay in any Three Ireland sales channel within the promotional period (9am (Irish time) on 6th May 2025 and shall close at 23.59 (Irish time) on 31st December 2025), eligible customers will receive an additional trade in value of €100 for an eligible smartphone traded in subject to uploading a proof of purchase, completion of online form and traded in device being received and validated by Fonua Limited who are trade in service provider to Three Ireland. Eligible devices only and minimum acceptance criteria apply. See https://three-customer.blackbeltdefence.com
- For successful new connections only or upgrading to "Samsung Galaxy Z Flip 7 FE, Samsung Galaxy Z Fold 7 and Samsung Galaxy Z Flip 7" on Three Prepay or Three Bill Pay in any Three Ireland sales channel within the promotional period (9am (Irish time) on 9th July 2025 and shall close at 23.59 (Irish time) on 31st December 2025), eligible customers will receive an additional trade in value of €100 for an eligible smartphone traded in subject to uploading a proof of purchase, completion of online form and traded in device being received and validated by Fonua Limited who are trade in service provider to Three Ireland. Eligible devices only and minimum acceptance criteria apply. See https://three-customer.blackbeltdefence.com

"Enhanced trade in values"

Honor 400 - €100 - €100 Honor 400 Pro Samsung Galaxy 24 - €100 Samsung Galaxy 25 - €100 Samsung Galaxy 25 Plus - €100 Samsung Galaxy 25Ultra - €100 Samsung Galaxy Z Flip 7 FE 256GB - €100 Samsung Galaxy Z Flip 7 512GB - €100 Samsung Galaxy Z Fold 7 512GB - €100 Samsung Galaxy Z Flip 7 FE 128GB - €100 Samsung Galaxy Z Flip 7 256GB - €100 Samsung Galaxy Z Fold 7 256GB - €100

- 3.1 "Payment": means subject to successful new or upgrading connections for the "Honor 400", and the "Honor 400 Pro" and/or "Samsung 24" and the "Samsung S25 Series" and/or "Samsung Galaxy Z Flip 7 FE, Samsung Galaxy Z Fold 7 and Samsung Galaxy Z Flip 7" on Three Prepay or Three Bill Pay in any Three Ireland sales channel within the promotional period(s) and as per our trade-in process as set out at https://three-customer.blackbeltdefence.com payment will be paid to End Users by Fonua Limited on behalf of Three under these terms and conditions.
- 3.2 "End Users": means participants in the Promotion who are eligible to participate in the Promotion and have sold a Trade In Device to Fonua Limited through the Promotion Website https://three-customer.blackbeltdefence.com
- 3.3.a "Honor 400", and the "Honor 400 Pro" is defined as follows. The Honor promotion starts at 9am (Irish time) on 1st November 2025 and ends at 23.59 (Irish time) on 30th November 2025. (the "Promotion Period"). Claims must be made by no later than 23.59 (Irish time) on 15th December 2025 (the "End Date"). Claims received after the End Date will be marked as invalid and will not be accepted.
- 3.3.b "Three "Samsung 24" and the "Samsung S25 Series" is defined as follows. The Samsung promotion starts at 9am (Irish time) on 6th May 2025 and ends at 23.59 (Irish time) on 31st December 2025. (the "Promotion Period"). Claims must be made by no later than 23.59 (Irish time) on 15th January 2026 (the "End Date"). Claims received after the End Date will be marked as invalid and will not be accepted.
- 3.3.c "Three "Samsung Galaxy Z Flip 7 FE, Samsung Galaxy Z Fold 7 and Samsung Galaxy Z Flip 7" is defined as follows. The Samsung promotion starts at 9am (Irish time) on 9th July 2025 and ends at 23.59 (Irish time) on 31st December 2025. (the "Promotion Period"). Claims must be made by no later than 23.59 (Irish time) on 15th January 2026 (the "End Date"). Claims received after the End Date will be marked as invalid and will not be accepted.

Fonua Limited shall only pay out the Payments to End Users; who have claimed before the final end date 23.59 (GMT) on 15th December 2025 for Honor and 15th January 2026 for Samsung as set out in the Promotion Terms and Conditions herein.

Further to clause 3.3 above the following also applies to this promotion.

- 3.4 who have provided a unique IMEI or serial number for a Promotional Product which matches an IMEI or serial number provided by Honor/Three Ireland and/or Samsung/Three Ireland shall not be responsible if such Honor/Three Ireland and/or Samsung/Three Ireland provided IMEI or serial numbers are out of date or incorrect);
- 3.5 have entered a Purchase Date which is within the Promotion Period;
- 3.6 have uploaded the IMEI or serial number of their Trade-In Device; and proof of purchase

- 3.7 who sell a Trade-In Device to Fonua Limited, that meet the criteria as set out in the Promotion Terms and Conditions.
- 3.8 In determining whether the information provided by End Users is valid, Fonua Limited shall act in good faith and ensure its personnel exercise reasonable care, skill and judgment in such determination and, if it considers it necessary, request further information from the End User. In doing so Fonua Limited shall take the following minimum actions:
- 3.9 check against the IMEI or serial number provided by the End User to ensure it matches an IMEI or serial number provided by Honor/Three Ireland and/or Samsung/Three Ireland
- 3.10 record the IMEI or serial number provided by Honor/Three Ireland and /or Samsung/Three Ireland and compare future claims against recorded IMEI or serial numbers to ensure there is no duplication of claims.
- 3.11 Fonua Limited shall not otherwise be required to undertake any additional investigation or verification other than a review of the information provided.
- 3.12 Should Fonua Limited be in doubt as to validity of any of the information provided by End Users, Fonua Limited shall contact Honor/Three Ireland and/or Samsung/Three Ireland (who shall support Fonua Limited in authenticating the information (and Fonua Limited shall be entitled to rely upon and shall not be responsible for any decision, suggestion or information made or supplied by Honor/Three Ireland and/or Samsung/Three Ireland regarding authentication).

Your completion of the online order form is an offer to us to purchase your Existing Smartphone. The contract between us and you is formed, subject to these terms and conditions, when we confirm receipt of your online order form. The contract between you and us (Fonua Limited) is conditional upon us receiving your Existing Smartphone and it (and you) complying with these terms and conditions. The estimated price may vary as set out in these terms and conditions.

Please read these terms carefully if you would like to take part in the Trade-In Programme. These terms tell you who we are, the conditions of the Trade-In Programme and other important information.

4. Offer and Acceptance

Participants agree to be bound by these terms and conditions (the "Terms and Conditions"). Any information or instructions published by the Promoter("Fonua Limited") about the Promotion at https://three-customer.blackbeltdefence.com form part of the Terms and Conditions.

Eligibility

To be eligible to participate in the Promotion you must be an Irish resident aged 18+ (or have obtained your parent or guardian's consent to the relevant sale for the relevant sum) or a Company registered in Ireland.

Employees or agents of the Promoter that are involved in the operation of this Promotion or anyone professionally connected to this Promotion are not eligible to enter.

Network providers, retailers, distributors, resellers and any person who purchases the Promotion Products (defined herein) for resale or otherwise not as the user of the Promotion Products, may not participate in this Promotion and are specifically excluded as a Participant.

Purchases from auction websites (e.g. eBay) or from third party sellers on online retailers' websites are specifically excluded from this Promotion.

On placing your order either in store or online from Three Ireland and within the promotion period, you may, if you choose to do so by clicking on the relevant trade-in option(s) on the https://three-customer.blackbeltdefence.com website be eligible to receive a trade-in value for your device (subject to T&C's) and provided it is listed on our list of eligible devices to trade-in.

Your completion of the online order form is an offer to us to purchase your device. The contract between Fonua Limited (us) and you is formed, subject to these terms and conditions, when we confirm receipt of your online order form. The contract between you and us is conditional upon us receiving your device and it (and you) complying with these terms and conditions. The estimated trade-in valuation price may vary as set out in these terms and conditions.

Participants will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in the Terms and Conditions as being included.

By participating in this Promotion Participants agree, to the maximum extent permitted by applicable laws, to release and hold the Promoter harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Promotion, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Reward. The above limitation of liability shall not apply to liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of Promoter's negligence.

To take part in the Trade-In Programme:

You must be a consumer;

You must meet at least the 'Minimum Requirements' as set out within these T&C's; You must complete the trade-in process as set out on our website https://three-customer.blackbeltdefence.com

4.1 Minimum Requirements

The device must be owned by you; it must match the make and model you entered in our trade-in system, and it must also meet the following criteria.

You must own the device.

To avail of the promotion your device must be listed on our eligible device list as shown on our website https://three-customer.blackbeltdefence.com. For devices not included on the eligible device list participants can look to recycle these directly with Three via the Three recycle website We will accept your existing trade-in device if it is in one of the following conditions, Excellent, Good, Fair or Poor. See https://three-customer.blackbeltdefence.com for further details on what these conditions mean.

At the very minimum the device being traded in must:

It must power on/up and hold a charge.

It must be fully functional and must have no software or hardware faults.

It must meet one of our grading ratings Excellent, Good, Fair or Poor, see our website for exact details: https://three-customer.blackbeltdefence.com

It must not be blacklisted - each device must be eligible to pass all lost/stolen registers.

It must be factory reset and have no software locks - the device must have any personal account locks removed and the device must be reset to remove personal data, all devices must have their iCloud or Google accounts removed or custom MDM/UEM accounts removed.

It must not be PIN locked and must not have an 'Activation Lock' or 'iCloud Lock' activated. (Please carefully review Clause 5.6 below).

It must include its battery within the casing and must not have any missing parts.

It must not be crushed, bent in half or liquid-damaged.

It must not be "jail-broken, "rooted", "bricked" or "Knox warranty void" and the firmware must not have been altered.

It must be original and meet the manufacturer's original EU specifications (and is not personalised with any custom engraving). For example, the entire colour of the device must match the original manufacturer's specification.

Not have any other issues which affect our ability to resell it.

Individual Participants may submit a maximum of one (1) Claim per Promotion Product purchased and a maximum of two (2) per household

To claim the "Honor 400", and the "Honor 400 Pro" promotion, Participants must first purchase a "Honor 400", and the "Honor 400 Pro" device.

To claim the "Samsung 24" and the "Samsung S25 Series" promotion, Participants must first purchase a "Samsung 24" or a "Samsung S25 Series" device.

To claim the "Samsung Galaxy Z Flip 7 FE, Samsung Galaxy Z Fold 7 and Samsung Galaxy Z Flip 7" promotion, Participants must first purchase a the "Samsung Galaxy Z Flip 7 FE, Samsung Galaxy Z Fold 7 or a Samsung Galaxy Z Flip 7" device

14 **DEFINITIONS**:

Device: means the mobile Device you wish to trade-in to Fónua in exchange for monetary value.

Terms: means these terms and conditions governing the Trade-in Offer offered by Fónua.

Three Trade-in Website: The website at https://three-customer.blackbeltdefence.com/

Three: [means Three Ireland (Hutchinson) Limited, 28/29 Sir John Rogerson's Quay, Dublin 21

Trade-in Form: means the form linked here []/available at annex 1 of these Terms detailing the make, model, condition and other relevant information as requested of your Device.

Trade-in Offer: means the mobile phone trade-in program for payment provided and operated by Fónua.