

vendi Terms & Conditions

Thanks for downloading vendi. Before using vendi, please ensure that you read these Terms and Conditions and our [Privacy Policy](#).

This document (and the other documents it refers to) contains the terms and conditions on which you may download and use vendi (the **"App"**), whether as a guest or a registered user (the **"Terms"**). The Terms are a legally binding contract between you and vendi. The contract sets out your rights and responsibilities when you use the services provided by vendi, which may include, but is not limited to, our mobile app, web application, website and any other services (collectively, the **"Services"**) so please read it carefully.

You will be deemed to have accepted these Terms when you download the App or upon your first use of our Services.

1. ABOUT US

- 1.1. vendi is a mobile application operated by Elysian AI Limited (referred to in these Terms as **"vendi"**, **"we"**, **"us"**, or **"our"**). We are registered in England and Wales under company number 11417959. Our registered office address is Unit 6 Queens Yard White Post Lane, Homerton, United Kingdom, E9 5EN. Our VAT registration number is 348741180.

2. YOUR PRIVACY

- 2.1. We know your personal information is important to you, so it is important to us. Our Privacy Policy details how your information is used when you use our Services, and it's also a part of our Terms, so please read it [here](#). By using the App/Services, you consent to our processing of your personal information as described in our Privacy Policy, and you warrant that all data provided by you is accurate.

3. ACCESSING THE APP

- 3.1. Certain functions of the Services will require an active internet connection. The connection can be Wi-Fi or provided by a mobile network provider. vendi does take responsibility for the Services not working at full functionality if you do not have access to an active internet connection. In using the Services, you accept responsibility for any charges incurred for the cost of data for the duration of the connection while accessing the

Services, or other third party charges, including roaming data charges. If you are not the bill payer for the device on which you're accessing the Services, please be aware that we assume that you have received permission from the bill payer for using the Services.

4. CREATING AN ACCOUNT

4.1. You will be required to create an account on vendi to use some of the App's features (such as to buy or sell a phone). Here are a few rules about creating and using accounts with vendi.

4.1.1. **The personal information you provide to us must be accurate.** You are not permitted to use false information or impersonate another person or company through your account and doing so is a breach of the Terms.

4.1.2. **You are responsible for your account.** You are solely responsible for any activity on your account. If you're sharing an account with other people, then the person whose name is on the account will ultimately be responsible for all activity.

4.1.3. **Account security.** As we mentioned above, you are solely responsible for any activity on your account, so it's important to keep your account password and any device from which you access the Services secure. You must treat as confidential any user identification code, password or other security feature in relation to the Services. If, in our opinion, you aren't complying with the Terms, we have the right to disable any such code, password or feature at any time. If accessing the Services via a mobile device, we recommend that you do not jailbreak or root the device (the process of removing software restrictions and limitations imposed by the official operating system of your device), as doing so could make your device vulnerable to malware, viruses or malicious programmes, compromise your device's security features or affect the functionality of the Services.

5. SELLER PROCESS + CONDITIONS

5.1. When you submit a potential listing, vendi's technology will scan the images you take of your phone to detect its condition, brand, model and color, as well as suggest a value based on capacity, network, and time since purchase. These values are recommendations only. Sellers are

entitled to change any incorrect parameter.

- 5.2. vendi only permits the sale of certain phone brands and models. For a list of currently accepted models, please see our [FAQs](#). If our scan detects an impermissible model, you will receive a message stating that your phone cannot be sold. If you believe you have received such a message in error, please contact us using the chat function in the chats section or emailing us at contact@vendiapp.com.
- 5.3. After our scan is complete, you will then be provided an opportunity to verify and correct the listing's information. You are not permitted to submit false information about your phone or its condition. We reserve the right to impose a penalty of £150 on any accounts that intentionally submit false listings.
- 5.4. **vendi does not permit the sale or purchase of lost or stolen phones.** Sellers are prohibited from listing a phone for which the seller or a third party has done any of the following (whether before, during or after the listing):
 - 5.4.1. Reporting or declaring the phone as lost;
 - 5.4.2. Reporting or declaring the phone as stolen;
 - 5.4.3. Filing a claim for insurance on the phone;
 - 5.4.4. Breaching a contract tied to the phone with a network service provider.

Our verification process includes verifying that a phone has not been blacklisted by insurance carriers or network providers or marked as lost or stolen. If you attempt to sell a blacklisted, lost or stolen phone, you will be required to repay us the value of the phone and we reserve the right to impose a penalty of up to £500. **We reserve the right to press legal charges against you.**

- 5.5. Sellers may not under any circumstances circumvent or bypass vendi, directly or indirectly, by either communicating with a buyer directly or using a third party or other intermediary to communicate with a buyer. Verified sellers, which operate under the vendi brand, have the right to communicate directly with buyers.
- 5.6. When a buyer has purchased your phone, you will receive an in-app notification stating that your phone has been purchased. In order to make our Services as efficient as possible, we give our sellers a 2-day window to respond to in-app notification and get in touch with us to begin the logistics and phone verification process. If you do not respond to the in-app notification within 1 day, we will call or email you using the email and/or phone number in your profile. If you do not respond to an in

app-purchase notification, call or email within 2 days of the in-app notification, your listing will be removed. We reserve the right to impose a £30 listing removal fee.

- 5.7. To enable our Services, we charge our sellers a small transaction fee (and delivery fees, where applicable) to support the quality and security of the platform and verification process. The fees associated with your sale will be clearly indicated in the purchase acceptance process. We reserve the right to amend our transaction fees or delivery fees at any time and to add, alter, or remove special offers from time to time. Changes to our fees will not apply to any previous sales.
- 5.8. By scheduling a drop-off or placing your phone in the post, you warrant that you are providing the phone in your listing in the specified condition. Any issues with the phone (including both hardware and software issues) must be clearly stated in the listing. Our verification process includes both hardware and software checks. If your phone's condition does not match the condition stated in the listing, we reserve the right to return the phone to you and to impose a monetary penalty of up to £100. We will notify you via in-app chat and email when your phone has been received and verified.
- 5.9. We process payments to and from buyers and sellers through MangoPay. You will be notified as soon as payment for your listing has been released. However, it can take up to 3-5 business days from the date of release for you to receive the funds if your account needs a KYC check. You can learn more about MangoPay's Terms & Conditions [here](#).

6. BUYER PROCESS + CONDITIONS

- 6.1. To enable our Services, we charge our buyers a small transaction fee to support the quality and security of the platform and verification process. The fee associated with your purchase will be clearly indicated on the payment screen. We reserve the right to amend the transaction fee at any time and to add, alter, or remove special offers from time to time. Changes to our transaction fee will not apply to any previous purchases.
- 6.2. All vendi payments occur in-app. Buyers may not under any circumstances circumvent or bypass vendi, directly or indirectly, by either communicating with a seller directly or using a third party or other intermediary to communicate with a seller. The direct communication with a verified seller is allowed. All payments must be done in-app for the buyers to have the possibility of getting vendi support.

- 6.3. We process all upfront payments through MangoPay. Once you have paid for your phone, your payment is held securely by MangoPay until we have received your phone from the seller and verified its condition. Once your phone is received and verified, your payment is automatically released to the seller. If, for any reason, we do not receive your phone or we receive it in a lesser condition than indicated in the listing, we will release your payment back to you.
- 6.4. In cooperation with [Klarna](#) Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment option:
- Instalments
Payment is to be made to Klarna. Further information and Klarna's user terms can be found [here](#). General information on Klarna can be found [here](#). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in [Klarna's privacy statement](#).
- 6.5. Delivery of phones, even though they can happen on the same day, may take up to 7 business days from your date of purchase (depending on the availability and location of both the buyer and the seller).
- 6.6. vendi will be responsible for any damage that occurs to your phone during transit.
- 6.7. Phones purchased through vendi may still be under warranty with their original manufacturer. Please note that any such warranties are not provided by vendi. To submit a warranty claim, please contact your phone's manufacturer directly.
- 6.8. If you choose our 30-day money-back guarantee at checkout, you will be eligible for a refund within 30 days of purchase, provided that you return it in the same condition you received it in. (For phones purchased in their original sealed packaging, this means the packaging must remain sealed and unopened / inactivated). You may request a refund via email or in-app chat. Phones purchased without the 30-day money-back guarantee or returns requested more than 30 days from the date of purchase will not be eligible for a refund.
- 6.9. We will begin processing your refund request receipt of the returned phone. Once we have verified that the phone has been returned in the same condition you received it in, we will release your refund payment immediately. However, due to bank regulations, it can take up to 5 business days from the date of release for you to receive the funds. If we determine in our sole discretion that the phone has not been returned in the same condition you received it in, we will send it back to you and no refund will be processed. We reserve the right to charge a posting fee of

up to £30 in such cases.

6.10. You can opt to have an extended warranty on the vendi platform for 6 months. This warranty starts from the date of purchase. Should your item develop a fault within the warranty period please contact our customer service team within the vendi app or email contact@vendiapp.com and they will be able to open a return case for you and arrange a replacement product.

6.10.1. Your vendi warranty covers any hardware faults or defects in materials and workmanship and NOT as a result of any damage or misuse by the user. This warranty does not cover the following:

1. Wear and tear (dents, cracks and/or scratches)
2. Wilful damage
3. Accidental damage
4. Negligence by the customer or any third party
5. Improper usage
6. Any alteration or repair carried out without vendi's knowledge or approval
7. Software damage
8. Battery life issues

6.10.2. Should the device have any of these issues, the warranty would then be considered void. Similarly, if the handset has been jailbroken or open up after the sale, then the warranty would also become void.

6.10.3. Please note all IMEI's are recorded. The warranty only covers the device itself and it does not cover any accessories that came with the device (e.g. Headphones and Charger)

6.11. As stated in clause 4.1.1 providing any fake personal information is not allowed, including a fake or stolen ID as a seller or buyer. We reserve the right to impose a penalty of up to £500.

6.12. If you attempt to buy any products with stolen cards (debit or credit) or with fake accounts we reserve the right to impose a penalty of up to £500. The value of the item OR the item itself, under the same condition, will have to be returned. We reserve the right to press legal charges against you.

7. OTHER CONDITIONS TO USE OF OUR SERVICES

7.1. We allow access to our Services on a temporary basis and we reserve the right to withdraw, restrict or change our Services at any time and without notice. We will not be liable if for any reason the Services are unavailable

at any time or if the content is changed or out of date.

- 7.2. It is your responsibility that anyone who accesses the Services through your internet connection is aware of these terms and complies with them.
- 7.3. We grant you a limited, non-exclusive, non-transferable and revocable licence to use the Services—subject to the Terms and the following restrictions:
 - 7.3.1. You agree that you will not violate any laws in connection with your use of the Services. This includes any local, national and international laws that may apply to you.
 - 7.3.2. You are responsible for paying any fees that you owe to vendi. You are also solely responsible for collecting and/or paying any applicable taxes for any purchases or sales you make through our Services.
 - 7.3.3. You agree not to “crawl,” “scrape,” or “spider” any aspect of the Services or to reverse engineer or attempt to obtain the source code of the Services. You shall not misuse the Services by knowingly introducing any material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Services, the server on which any of the Services are stored or any server, computer or database connected to the Services. You must not attack the Services via a denial-of-service attack or a distributed denial-of service attack. By failing to comply with this provision, you would commit a criminal offence and your right to use the Services will cease immediately and we will report your actions to the relevant authorities. You agree not to interfere with or try to disrupt the Services, for example by distributing a virus or other harmful computer code.
 - 7.3.4. We will provide you with certain legal information in writing. By using our Services, you’re agreeing that we may provide you information electronically (by email, etc.) instead of mailing you paper copies, and that your electronic agreement is equal to your signature on paper.

8. UPDATES TO THE APP

- 8.1. The App is currently available on iOS and Android. The requirements for iOS and Android (and for any additional systems we decide to extend the availability of the App to) may change, and you will need to download any necessary updates if you want to keep using the App. We do not promise

to always update the App so that it is relevant to you and/or works with the iOS / Android version that you have installed on your device. However, you agree to always accept updates to the App when offered to you.

9. YOUR CONTENT

- 9.1. Content that you post using our Services is your content, and includes (but is not limited to) usernames, photos, descriptions, reviews, and comments ("**Your Content**"). vendi does not make any claim to Your Content.
- 9.2. **Responsibility for Your Content.** You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to Your Content and that you're not infringing or violating any third party's rights by posting it or uploading it to the App.
- 9.3. **Permission to Use Your Content.** By posting Your Content through our Services, you grant vendi a licence to use it. We don't claim any ownership to Your Content, but we have your permission to use it to help vendi function and grow. That way, we won't infringe any rights you have in Your Content and we can help promote Your Content.
- 9.4. **Rights You Grant to us.** By posting Your Content, you grant vendi a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual licence to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of Your Content to provide the Services and to promote vendi or the Services in general, in any formats and through any channels, including across any vendi Services or third-party website or advertising medium. Your Content will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose it to third parties.
- 9.5. **Reporting Unauthorized Content.** We take intellectual property rights very seriously, and are committed to following appropriate legal procedures to remove infringing content from the Services. If content that you own or have rights to has been posted to the Services without your permission and you want it removed, please contact us at the email below. If Your Content infringes another person's intellectual property, we will remove it if we receive proper notice. If any third party claims that any material posted or uploaded by you to the Services violates their intellectual property rights, or their right to privacy, we have the right to disclose your identity to them. We'll notify you if that happens.
- 9.6. **Inappropriate, False or Misleading Content.** There are certain types of content we don't want posted via the Services (for legal reasons or

otherwise). You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar or otherwise offensive or in violation of our Terms. You also agree not to post any content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive. We will not be responsible, or liable to any third party, for Your Content or the accuracy of any materials posted by you or any other user of the Services.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Save as described elsewhere in the Terms, we are the owner or the licensee of all intellectual property rights in the Services and are protected by copyright laws and treaties around the world. All such rights are reserved.
- 10.2. The name vendi and other marks, phrases, logos and designs that we use in connection with our Services, are trademarks, service marks or trade dress of Elysian AI Limited in the UK and other countries. You require our express written permission to use our trademarks, service marks or trade dress.
- 10.3. You must not use any part of the Services for commercial purposes without a licence from us or our licensors. You may not reproduce in any format (including on another website or mobile app) any aspect of the Services (including content, images, designs, look and feel) without our prior written consent.
- 10.4. If, in our opinion, you are in breach of these provisions, your right to use the Services will cease immediately and you must either return or destroy (as required by us) any copies of the materials you have made.

11. LIMITATION OF LIABILITY

- 11.1. vendi is a P2P marketplace. Insofar as is permitted by law, we make no representation, warranty, or guarantee that the Services we provide via our App will meet your requirements or expectations, that they will be fit for a particular purpose, that success or any other specific results may be achieved, or that they will be error-free, timely, reliable, secure or virus-free. They are provided solely in order to facilitate transactions between buyers and sellers. We are not a party to any transactions or other relationships between our users, or to any dispute between them. Any claims must be made directly against the user concerned. You use

the App solely at your own risk.

- 11.2. The Services are provided without any guarantees, conditions or warranties as to their accuracy or functionality. To the extent permitted by law, we hereby expressly exclude:
 - 11.2.1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
 - 11.2.2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it (whether by us or a third party), including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 11.3. This does not affect any liability which cannot be excluded or limited under applicable law, including death and personal injury.

12. TERMINATION

- 12.1. You may terminate your account with vendi or delete the App at any time. Terminating your account will not affect the availability of some of Your Content and any outstanding payments owed to us will still be payable. To delete your account, please email us at contact@vendiapp.com requesting account deletion.
- 12.2. We may terminate or suspend your account (and any related accounts) and your access to the Services at any time, for any reason, and without advance notice. If we do so, it is important to understand that you don't have a contractual legal right to continue to use our Services. We may refuse access to anyone at any time for any reason.
- 12.3. If you or we terminate your account, you may lose any information associated with your account, including any content created by you.
- 12.4. We reserve the right to change, suspend or discontinue any of the Services at any time, for any reason. We will not be liable to you for the effect that any changes to the Services may have on you, including your

income or your ability to generate revenue through the Services.

- 12.5. The Terms will remain in effect even after your access to the Services is terminated or your use of the Services ends.

13. RELIANCE ON INFORMATION AND LINKS

- 13.1. Any content made available on the Services (including links to other sites, apps and resources provided by third parties) are for information only, and we shall not be liable for any use of, or reliance on, such materials. It is your own responsibility to ensure that any products, services or information available through the Services meet your specific requirements.

14. INDEMNIFICATION (OR WHAT HAPPENS IF YOU GET US SUED)

- 14.1. You agree to indemnify us from any legal claim or demand that arises from your actions, your use (or misuse) of the Services, your breach of the Terms or your account's infringement of someone else's rights.

15. NO PARTNERSHIP OR AGENCY

- 15.1. These Terms do not create any agency, partnership, joint venture, employment or franchisee relationship between you and vendi.

16. ENTIRE AGREEMENT

- 16.1. These Terms, including all of the other documents that make up the Terms, supersede any other agreement between you and vendi regarding the Services.

17. SEVERANCE

- 17.1. If any part of the Terms is found to be unenforceable, that part will be limited to the minimum extent necessary so that the Terms will otherwise remain in full force and effect.

18. WAIVER

- 18.1. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms.

19. CHANGES TO THE TERMS

- 19.1. We may amend the Terms at any time by amending this page. If we believe the changes are material, we will let you know by either notifying you via the App or sending you an email or message about the changes. You are responsible for reviewing and becoming familiar with any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

20. JURISDICTION AND APPLICABLE LAW

- 20.1. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21. CONTACT

- 21.1. If you have any questions about the Terms, please email us at contact@vendiapp.com or call or WhatsApp us at +447591082207. You may also contact us through our in-App chat feature.

Last updated: 04 September 2020