



# Service Description

## Dell Trade In

### Introduction

Welcome to the Dell Trade In service that is designed to help reduce electronic waste through reuse and recycling. Please review the following service description ( "Service Description"). By participating in the Trade In Service, you accept and are bound by this Service Description.

Dell is pleased to provide Dell Trade In (the "Service(s)", "Dell Trade In", or "Trade In" or "Trade-In") in accordance with this Service Description ("Service Description"). Your offer, order form, transaction form, receipt, information page, Dell Trade In credit offer ("Trade In credit", "Trade In value" or "credit") or other mutually-agreed upon form of invoice, receipts or order acknowledgment (as applicable, the "Transaction form", "transaction form", "Transaction Documentation", "Transaction Details", "Order Form" or "Order Documentation") will include the name of the Service(s) and available Service options that you used.

**THIS SERVICE DESCRIPTION IS A CONTRACT BETWEEN YOU AND DELL. PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS UNDER WHICH DELL MARKETING L.P. OR DELL'S AUTHORIZED PARTNER OR RESELLER REFERENCED ON YOUR ORDER FORM ("DELL") AGREES TO PROVIDE THE SERVICES. FOR CUSTOMERS IN THE UNITED STATES AND CANADA: THIS SERVICE DESCRIPTION REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. FOR ALL OTHER CUSTOMERS: THE DISPUTE RESOLUTION TERMS THAT APPLY TO YOU ARE SET OUT IN YOUR TERMS OF SALE.**

FOR COUNTRIES WHERE DELL DOES NOT SELL OR OFFER SERVICES DIRECTLY TO END USERS, THESE CONTRACT TERMS MAY VARY DEPENDING UPON THE SELLER'S OR SERVICE PROVIDER'S TERMS.

This Service Description is subject to Dell's Terms of Sale (see [www.dell.com/terms](http://www.dell.com/terms)) when the product or service has been purchased from Dell directly. For all commercial customers, this Service Description is subject to Dell's Commercial Terms of Sale (see [www.dell.com/terms](http://www.dell.com/terms)).

**Nothing set out in this Service Description affects or reduces the statutory rights and remedies under applicable consumer protection laws that, by law, may not be altered or reduced, and Dell's commercial warranties do not affect any applicable statutory warranties or other rights for consumers.**

### The Scope of This Service

**Overview:** Dell Marketing L.P. ("Dell", the "Provider," "we" or "us") operates and provides access to various features, content and trade-in services made accessible via the Trade-In Service (collectively the "Service") to you, the user, subject to your acceptance of and continued compliance with this Service Description, the Privacy Policy, and any other written agreement we and you may enter into with respect to the Service. The "Service" offers one or more of the following based on the criteria described in further detail in this Service Description:

- **Trade-in:** You may receive Dell Trade In credit for an eligible device in the form of a prepaid virtual debit card that you can use for purchases on [dell.com](http://dell.com) or by phone with Dell. Your old device will then be reused or recycled in accordance with this Service Description.
- **Donate:** In the US, you may use [Dell Reconnect](#), Dell's partnership with Goodwill Inc.



- **Recycle:** [Dell Product Recycle or Return to Dell](#) recycle service is provided to Dell customers to recycle their old electronic devices for free.

You may use the Service only for such purposes as are allowed by this Service Description. You may not use the Service in any way or for any purpose that is unlawful or harms Dell or any other person or entity. Dell reserves the right to substitute, change, cancel or add to any part of this Service Description at any time, including terminating the Trade-In Service or modifying this Service Description.

## Exclusions

For the avoidance of doubt, the following activities are not included in the scope of this Service:

- Onsite support;
- Hardware technical support for your product (though hardware support may be provided under your separate warranty or service contract with Dell);
- Help with antivirus/spyware removal;
- Back up of any data, software, or programs
- Recovery, restoration or reinstallation of any programs or data;
- Any Services, tasks or activities other than those specifically noted in this Service Description; and
- Return of device once shipped, dropped off for shipping or picked up for shipping

## How to contact Dell

You may contact Dell about the Service at the number below or refer to the Contact Us section of our online store for a complete list of our contact details and support options. Dell reserves the right to change these telephone support numbers at any time.

| Locale          | Phone number to contact Dell   |
|-----------------|--|
| United States   | 1-800-624-9896   |
| Other Countries | Please refer to the Contact Us section of our online store for a complete list of our contact details and support options or go to <a href="https://www.dell.com/support/incidents-online/en-us/contactus/dynamic">https://www.dell.com/support/incidents-online/en-us/contactus/dynamic</a> |

## Customer Feedback

Customer acknowledges that Dell may request Customer's participation in a Customer feedback survey upon completion of the Dell Trade In service.

## General Customer Responsibilities

**Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the devices to be traded in, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services. **Once the device is shipped, customer cannot access or use the device, the data located thereon, or any hardware and software components included therein.**

**Customer Cooperation.** Customer understands that this is a self-service Service offering. However, if Customer seeks technical support related to the Service from Dell, then Customer will cooperate with and follow the instructions given by any Dell remote support service, phone analyst, or technicians. Experience shows that most problems and errors can be corrected remotely by closely following the remote diagnosis instructions or through close cooperation between the user and the analyst or technician.

### User Eligibility and Information:

- **Contractual Capacity:** By using the Service, you represent and warrant that you are at least 18 years of age and have the capacity to form legally binding contracts under applicable law.



- b. **User Data:** To use the Service, you will need to provide your name, phone number, physical address and email address and you may be required to provide other information. You represent and warrant that any information you provide in connection with using the Service is true and correct.
- c. **Return of Device:** By using this service, you agree and understand that once you drop-off your device to ship or device is picked up for shipping that device will not be returned to you. When returning a device or part thereof, Customer will only include the device or part which has been requested by Dell.
- d. By using this service, you agree and understand that any active and open licenses for any of the software tools, applications and capabilities on the device cannot be transferred back to you once you ship the device.
- e. **By using this service, you agree that you are solely responsible for removing all data, including confidential and personal data, and any licenses for software, tools, and applications, from the device prior to shipping. Neither Dell nor its vendors, agents, representatives, or approved partners accept any responsibility or liability for any lost files or data.**

#### Trade-In Device Eligibility and Information:

- a. **Eligibility:** By participating in the Service, you represent and warrant as follows for any devices deemed eligible by Dell: i) you either own the device or you have the legal right to provide all devices you submit for the Service; ii) the devices are not counterfeit, lost, stolen, or fraudulent; iii) there are no leases (other than Dell-offered leasing) or any similar leasing service or other third-party interests attached to your trade-in device; and iv) the devices, or the sale and shipment of such devices, will not violate any applicable laws, statutes, ordinances, or regulations including export laws.
- b. **Trade In credit Validity:** As part of the Service, Dell will assess the status of your device and may offer you credit ("Trade In credit" or "Trade In value" or "Value Back") for any eligible device in the form of a prepaid virtual card that you can use for purchases on Dell.com or by phone with Dell. To receive the Trade In credit as displayed, you must send your traded in device to us within thirty (30) days of receiving your Trade In credit offer unless Dell has specified a different time period.

As part of this service, every device received at our processing center is thoroughly inspected. The trade in credit amount may change based this inspection and will be communicated to you.

- c. **Device Eligibility Requirements:** You may trade in one or more devices under this Service. Device model eligibility and Dell Trade In credit amount are determined by Dell or its representative in its sole discretion and may vary depending on the time of purchase, health and status of the device and components associated with the device. Please refer to the <https://Tradeln.Dell.com/> website ("Website") for the most up to date information on eligible devices and Trade In credit amount. Your traded in device must meet all the requirements stated in this Service Description, as determined by Dell or its representative in its sole discretion, including but not limited to the following:
  - Your device must power on, hold a charge and not power off unexpectedly;
  - Your device must have a functioning display with no black spots or pixelation of any kind;
  - You agree that all information you provide about the device for trade in, as well as information you have or will provide about yourself, is true, accurate, and complete;
  - Your device for trade in must have any and all applied stickers and sticker residue removed from the device. Dell reserves the right to deduct from the Trade In value amount to account for the labor required to perform this action when the device is processed;
  - Your device for trade in must not be on a banned list of any kind;
  - At the time of trade in, you must be the owner of the device, as leased devices are not eligible unless device is leased to you by Dell;
  - Reactivation Lock, Find My iPhone, Google Factory Reset Protection, or any other anti-theft locking software and all codes (including without limitation user locks, passwords, etc.) that may prevent the ability to use, recycle, resell or dispose of the device must be disabled;
- d. **Data Destruction:** You acknowledge that it is your sole responsibility to remove all personal data (e.g., files, photos, videos, music, etc.). You understand and agree that you will not be able to recover any data or files stored within the device once device is shipped and data destruction is executed. You understand and agree that you will be not be able to access and use any open, active licenses of software, tools, products, application, capabilities etc. on this device. **DELL WILL HAVE NO LIABILITY FOR: ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION; LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE; DAMAGED OR LOST REMOVABLE MEDIA; DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE DEVICES THAT ARE RETURNED TO DELL; THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER. Dell will not be responsible for the restoration or reinstallation of any programs or data.**
- e. **Inspection:** Upon receipt and inspection of the device traded in, there may be instances when the original trade in credit amount for the device will be recalculated. If the device is as attested by you, with all accessories attested by you as included, and sent in a timely manner (within the Trade In credit offer duration), then the original offer made for the device will be honored. If the device conditions are different than originally attested by you then Dell may cancel the trade-in offer or make an updated trade in offer will be available for you. Packaging materials or packaging service shall



- be provided by transportation provider. If you choose to not use the provided packaging materials, then packing and shipping recommendations must be followed in order to avoid possible damage or loss
- f. **Damage Prior to Inspection:** Should your device become damaged or lost in transit from you to our device processing facility, you can open a support ticket with Dell Customer Service at [Contact Information | Dell US](#) to file a claim with the transportation provider. After the transportation provider's investigation is complete, and our thorough investigation in processing center is complete we will provide you with Trade In credit value pursuant to this Service Description.
  - g. **Recycling and Handling:** You understand, agree, and permit the us to recycle, shred, destroy, repair, resell, donate, and otherwise handle the Device in any manner it deems fit. The Device includes the equipment you trade in and any other Device you ship with it, which includes, but is not limited to, computer systems and accessories, mobile devices and accessories, storage devices, electronics, peripherals, and other consumer electronics. You understand and acknowledge that the Device will not be returned to you. FOR RECYCLING SERVICES, YOU ACKNOWLEDGE AND AGREE THAT THE RESPONSIBLE RECYCLE AND REUSE SERVICE IS BETWEEN YOU AND SERVICE PROVIDER ONLY, AND DELL IS NOT LIABLE FOR AND DOES NOT WARRANT SUCH SERVICE.
  - h. **Third Party Warranties.** These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties will become void if Dell or anyone else other than the manufacturer works on the hardware or software and associated licenses. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

## Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the Dell entity identified on your Transaction Documentation for the purchase of this Service.

**For U.S. Consumers:** Dell is pleased to provide these services to Consumers in accordance with this Service Description and the applicable "U.S. Consumer Terms of Sale" at <http://www.dell.com/terms> (referred to as an "Agreement").

**For All Customers:** Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

| Customer Location | Terms & Conditions Applicable to Your Purchase of Dell Services                           |   |
|-------------------|---|---|
|                   | Customers Purchasing Dell Services Directly From Dell                                     | Customers Purchasing Dell Services Through an Authorized Dell Reseller                    |
| United States     | U.S. Consumer Terms of Sale at <a href="http://www.dell.com/terms">www.dell.com/terms</a> | U.S. Consumer Terms of Sale at <a href="http://www.dell.com/terms">www.dell.com/terms</a> |

### Important Additional Terms:

- a. **Promos and Discounts.** The Service cannot be combined with any other promotions, discounts, or offers unless specifically provided for in the terms and conditions of such offers from Dell.
- b. **Personal Information.** By participating in the Service, you understand and agree that it may be necessary for Dell and its agents, to collect, process, transmit, maintain, share, and use certain personal information, such as your name, address, and information related to your method of payment, to perform the service and support obligations under the Service. You may receive Service-related communications from the Dell, its affiliates, or their vendors, agents, representatives, or approved partners, such as notices regarding additional charges. You may also receive requests to participate in surveys or marketing communications from Dell and/or its affiliates related to the Service or other offers. At all times, we will treat your information in accordance with the [Dell Privacy Statement](#), available at <https://www.dell.com/learn/us/en/uscorp1/policies-privacy>.
- c. **Privacy Statement.** You agree to the [Dell Privacy Statement](#) and the service provider [Apkudo Customer Terms of Service](#).



- d. **Service Description Terms.** You may review the most recent version of this Service Description by revisiting this webpage or [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts).
- e. **Termination/Cancellation.** We reserve the right to decline or cancel your participation in the Service, with or without advance notice, if we believe that your participation violates this Service Description, including but not limited to enabling a fraudulent or illegal purpose. You agree that neither Dell, nor its vendors, agents, representatives, or partners shall be liable for any loss or damage caused, directly or indirectly, by any such termination, suspension, or change and that YOU WILL HAVE NO FURTHER ACCESS TO THE SERVICE.
- f. **Service Availability.** The Service is available only to customers residing in the fifty U.S. states and the District of Columbia, and it is not available in other locations. In addition, the Website and Service are hosted within the United States. Although the Website and the Service may be accessible worldwide, the Service will not be provided to locations outside the United States.
- g. **Nontransferable.** Neither Service eligibility nor the Trade in credit amount offered are transferable to any other person or entity.
- h. **No Warranties.** CUSTOMER ACKNOWLEDGES AND AGREES THAT GIVEN THE NATURE OF THE SERVICE, THESE SERVICES ARE PROVIDED “AS IS” AND DELL MAKES NO WARRANTIES REGARDING THE SERVICE OR THE RESULTS OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DELL EXPRESS DISCLAIMS ALL WARRANTIES AS TO THE SERVICES PROVIDED HEREUNDER.
- i. **Limitation of Liability.** TO THE EXTENT ALLOWED BY LOCAL LAW, CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND DELL’S, ITS VENDORS’, AGENTS’, REPRESENTATIVES’, AND PARTNERS’ ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT, OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS A PRO-RATED REFUND OF THE AMOUNTS PAID TO DELL FOR THE SERVICE THAT IS THE BASIS OF THE CLAIM. UNDER NO CIRCUMSTANCES WILL DELL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE THE SYSTEM, OR OUT OF THE USE OF ANY SERVICE MATERIALS PROVIDED HEREUNDER.
- THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.
- j. **Binding Arbitration. FOR CUSTOMERS IN THE U.S. AND CANADA: THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ANY AND ALL DISPUTES OR CONTROVERSIES BETWEEN CUSTOMER AND DELL, RATHER THAN JURY TRIALS OR CLASS ACTIONS, ACCORDING TO THE TERMS IN DELL’S U.S.–TERMS OF SALE (see [www.dell.com/terms](http://www.dell.com/terms)).** Neither Dell nor you may institute any action in any form arising out of this Service Description more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment. **FOR ALL OTHER CUSTOMERS: THE DISPUTE RESOLUTION TERMS THAT APPLY TO YOU ARE SET OUT IN YOUR TERMS OF SALE.**
- k. **Governing Law.** THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. DIFFERENT GOVERNING LAW PROVISIONS MAY APPLY TO YOU AS SET FORTH IN **EXHIBIT A**.
- l. **Severability.** If any provision of this Service Description is void or unenforceable, the parties agree to delete it and agree that the remaining provisions will continue to be in effect.
- m. **Commercially reasonable limits to scope of service.** Dell may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Dell or Dell’s Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Dell Product was designed. Customer acknowledges that Dell may not be able solve Customer’s particular problem.
- n. **Optional services.** Optional services (including point-of–need support, installation, consulting, managed, and professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to the terms and conditions of this Service Description.
- o. **Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.



- p. **Complete Agreement.** THIS SERVICE DESCRIPTION IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DELL AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF. To the extent that anything in or associated with the Service is in conflict or inconsistent with this Service Description, this Service Description shall take precedence.
- q. **Fair Use Policy.** The use of these Services is subject to Dell's fair use policy. Dell's fair use policy provides that if at any time a user is found to be abusing the Services by exceeding the level of reasonably expected use, then Dell reserves the right to suspend or cancel these Services. In addition, to the extent allowed by local law, Dell reserves the right to suspend or cancel any Services that Dell, in its sole discretion, determines are being used (a) fraudulently, (b) by any person other than the eligible customer or his or her permitted transferee hereunder, or (c) for any computer system other than a Supported Dell Product.
- r. **Recording Calls.** In carrying out its obligations and to the extent allowed by local law, Dell, or its third party sub- contractors, may at its discretion and solely for the purposes of monitoring the quality of Dell's response, record part or all of the calls between you and Dell. **By utilizing these Services, you consent to have your calls with Dell or its third-party subcontractors monitored or recorded.**
- s. **Notices.** Notices to you may be sent to the email or mailing address, if any, supplied by you as part of your registration data. In addition, we may broadcast notices or messages through the Service to inform you of changes to the Service, this Service Description, or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending. Any written notices provided by you to Dell must be sent to the following address: Dell Marketing L.P., One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department.

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