

## KRCS Easy Upgrade Programme - Terms and Conditions

1. This Programme is offered by KRCS Group Ltd with the company number 1741640, registered at address Queens Court, Lenton Lane, Nottingham, NG7 2NR ("KRCS"), in conjunction with Klarna Bank AB whose address is Sveavägen 46, 111 34 Stockholm (the "Bank") and Tech Data Ltd. with the company number 01691472, and the registered address of Redwood 2 Crockford Lane, Chineham Business Park Chineham, Basingstoke, Hampshire, RG24 8WQ ("Trade-in Partner").
2. The Easy Upgrade Programme is available to eligible customers and consists of the purchase of an eligible Apple product (the "Product") including iPhone, iPad and Mac & associated Accessories. The accessories offered by KRCS that are associated with your Product ("Associated Accessories") may be purchased under a separate Easy Upgrade finance arrangement and these terms shall apply to such purchases and the term "Product" shall be deemed to include Associated Accessories in such cases. Any finance arrangement entered into for Associated Accessories shall continue for the duration of the Usage Period. Associated Accessories are not eligible for the Upgrade Option (see section 'Upgrade Option') and therefore are not returnable and become your property upon full payment of the Instalment Loan.
3. Finance Periods. The Finance Period is the length of time from when you commence with an Instalment Loan until the conclusion by either of the options at clause 4. Within the Easy Upgrade Programme KRCS offers a range of Finance Periods for you to choose from.
4. Usage Period. The Usage Period is a duration of time shorter than the Finance Period which is calculated by us and notified to you at the beginning of the Easy Upgrade Programme. You may be offered a choice of Usage Periods. KRCS does not advise on the suitability of different Usage Periods and selection of a Usage Period offered by us is at your sole discretion. Once the Usage Period has come to an end you must decide whether to:
  - (a) proceed with the remaining payments due under the current Finance Period until conclusion of the Finance Period, at the end of which you will own the Product; or,
  - (b) trade-in the Product (excluding any Associated Accessories); or begin a new Finance Period (see 'Upgrade Option').
5. Missed Payments. If you missed a payment of your Instalment Loan then your Usage Period may be extended by the period for which payment was missed.
6. Instalment Loan. You will be required to apply for and enter into an instalment loan ("Instalment Loan") with a promotional 11.15% Annual Percentage Rate ("APR") for the Finance Period you have chosen, for the price of the eligible Product. The APR for any Associated Accessories is 11.9%. You will enter into the Instalment Loan with KRCS's finance partner, Klarna Bank AB ("Bank"). Additional terms and conditions required by the Bank apply.
7. UK bank account. To enrol in the Easy Upgrade Programme you will need a valid and eligible UK bank account. Your use of your bank account is subject to the terms and conditions in your bank account agreement.
8. UK resident. To enrol in the Easy Upgrade Programme you must be at least 18 years old and have been a UK resident or registered with a BFPO for the last three (3) years.
9. Taxes. All applicable taxes due on the purchase of the Product are included in your instalment payments.
10. Subsequent Instalment Payments. At the time of purchase, you will set up a direct debit to pay the monthly instalments towards your Instalment Loan and your bank account will be automatically charged monthly by the Bank.
11. Bank Account Interest and other fees. You will be charged APR on the Instalment Loan. The Bank has a base APR of 18.9%. Your bank account may charge you interest or other fees under the terms and conditions of your bank. It is your responsibility

to confirm this with your bank.

## UPGRADE OPTION

12. By using the Easy Upgrade Programme, you may become eligible to upgrade to a new eligible Product ("Upgrade Option") as set out below.
13. Conditions for Upgrade Option. You may exercise your Upgrade Option to purchase a new eligible Product, if all of the following conditions are satisfied:
  - (a) you have come to the end of or exceeded the Usage Period;
  - (b) your account with the Bank is in good standing under the terms of your Instalment Loan and all payments have been received without any issue; and
  - (c) your Product meets the requirements of condition set out at clause 2.8.
14. Eligible Product Availability Upgrading to a new eligible Product is subject to its release and availability at the time you exercise your Upgrade Option. Depending on the eligible Product model and Associated Accessories chosen, your monthly instalment payment may change.
15. Exercising your Upgrade Option. To exercise your Upgrade Option you must clear all payments due on your Instalment Loan. This can be done by
  - (a) trading in your Product in accordance with these terms, as directed by KRCS (subject that you may need to pay further amounts); and
  - (b) enter into and agree to the Easy Upgrade Programme terms set out at that time.
16. Timing. You may exercise your Upgrade Option at any time after the Usage Period has ended or payments due during the Usage Period have been made.
17. Termination of Original Instalment Loan after Exercising Upgrade Option. Upon successfully exercising your Upgrade Option, the Trade-In Partner will pay a value up to the remaining balance due under your original Instalment Loan on your behalf to the Bank. You may be required to continue to make payments or make a single payment to the Bank to exercise your Upgrade Option (dependant on the state of the Product).
18. Prompt Return of Product. If you exercise your Upgrade Option you must return your original Product in suitable condition, as directed by KRCS, before your new Instalment Loan can begin. Your original Instalment Loan will continue until the new Instalment Loan can begin and as such you will be responsible for the remaining instalment payments.
19. Condition of Product on return. Your Product must be in good physical and operational condition when exercising your Upgrade Option as determined solely by KRCS. For a Product to be considered in good physical and operational condition, the Product must meet the following criteria:
  - (a) power on and hold a charge;
  - (b) have no functional faults found;
  - (c) have an intact and functioning display, ports, speakers, cameras and input methods (including capacitive input, trackpad, buttons and keys, as appropriate);
  - (d) displays should have no distortion or discolouration;
  - (e) have no breaks, cracks, chips, deep scratches or excessive wear; and
  - (f) have activation lock and any account locks or restrictions removed/disabled (you may be asked to disable at the time of upgrade);
20. If your Product is a Mac then the following criteria also applies:

- (a) the desktop, setup display or Disk Utility display must be seen and inspected by an individual appointed by KRCS;
- (b) no distortions or discolouration of the display or screen glass;
- (c) have no severe scratches on top or bottom enclosure deeper than 3mm;
- (d) have no dents larger than 13mm in length and larger than 6mm deep (3mm deep in corners); and
- (e) provide the original charger, power cable, keyboard, mouse and any other peripherals provided with the Product when it was purchased in working condition.

21. If, in either KRCS's or the Trade-in Partner's opinion, the Product does not meet the criteria as set out above then KRCS may offer a cost for repair of the Product to meet the criteria or you may accept a reduced value for the Product when exercising the Upgrade Option. Please note that this means the Product value may not settle the outstanding balance due to the Bank and further payments may be required.
22. Lost or Stolen Product. If your Product is lost or stolen, you will not be eligible for the Upgrade Option. In the event your Product is lost or stolen, contact KRCS at Contact Us.

#### **TRADE-IN**

23. You may trade-in an eligible product as part of the programme and the value of the traded-in product will be applied as a discount to the agreed price for the purchased product. Only one product can be traded in per agreement. KRCS reserve the right to refuse to accept a product to be traded in for any reason.
24. A trade-in value will be agreed prior to the agreement being made, and the value will be assessed based on the type, age and condition of the product. The valuation given by KRCS is final. In order to achieve maximum trade-in value the product must adhere to the same general conditions as that for an upgraded product, shown in sections 19 & 20. In all cases any activation lock or account locks must be demonstrably removed before any product can be traded-in.
25. Upon receipt and acceptance of the Eligible Device by KRCS, title of ownership in such Eligible Device transfers to KRCS from the customer and customer disclaims any further right, title or interest in and to the Eligible Device or any items contained therein. Data on the product is the customers responsibility, as per section 29.
26. The traded in product (and any other discounts) must not exceed a pre-determined percentage of the value of the product being purchased, and this will be advised at the time of agreement being made.

#### **OWNERSHIP OF PRODUCT**

27. The customer will own the Product and accessories as soon as the finance agreement(s) begin. There is no obligation to upgrade or trade-in the product at the end of the usage period, however the customer must then continue to pay the instalments for the Product until the end of the finance period.
28. If you do exercise the Upgrade Option you will disclaim any further right or interest in and to the Product.
29. KRCS may amend or supplement the terms and conditions that govern the trade in of your Product.

#### **DATA ON THE PRODUCT**

30. You are solely responsible for removing all data, including confidential and personal data, from the Product prior to the trade-in. It is your sole responsibility to back-up any files or data from your Product that you wish to retain prior to trading-in your Product. Data back-up or recovery is not a part of the Easy Upgrade Programme and KRCS does not accept any responsibility or liability for any lost files or data.

31. Return of product After Exercising Upgrade Option  
Should you exercise the Upgrade Option and subsequently return your new, upgraded Product, the Product that you traded in will not be returned to you.

#### **IDENTITY CHECKS**

32. Before you can enrol in the Easy Upgrade Programme, your identity must be verified by the Bank to their satisfaction.

#### **GENERAL**

33. The Easy Upgrade Programme is available to eligible end-user customers only and credit checks will be required. The Easy Upgrade Programme is not for business or educational use.
34. An eligible Product is a Product that is designated for inclusion in the Easy Upgrade Programme by KRCS.
35. The Easy Upgrade Programme cannot be combined with any other promotions, discounts, or offers, unless specifically provided for in the terms and conditions in that relevant offer.
36. Enrolment limits may apply, for example, only one Instalment Loan may be allowed per person.
37. By enrolling in the Easy Upgrade Programme, you understand and agree that KRCS, any trade-in partner and the Bank, may collect, process, transmit, maintain, share, and use certain of your personal information, such as your name, mailing address, email address, and information related to your loan and loan status, in order to perform the service and support obligations under your Easy Upgrade Programme. You may receive periodic Easy Upgrade Programme-related texts, emails, or other communications from KRCS, such as notices regarding expiration of your account, upgrade eligibility, and changes to the Easy Upgrade Programme Terms & Conditions. You may also receive requests to participate in surveys related to the Easy Upgrade Programme. At all times KRCS will treat your information in accordance with the KRCS Privacy Policy. Any information collected by the Bank will be subject to their privacy policies.
38. If any provision (or part of any provision) of these Terms & Conditions is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Terms & Conditions and shall in no way affect the legality, validity or enforceability of the remaining terms.
39. You should keep copies of these Terms & Conditions and any sales receipt or other materials relevant to your purchase of the Product and Instalment Loan for your records. KRCS reserves the right to substitute, change, cancel or add to any part of these Terms & Conditions at any time, including terminating the Easy Upgrade Programme. The most current Terms & Conditions will be available on KRCS's website. In the event the Easy Upgrade Programme is terminated, you will still be responsible for any outstanding balances due under the terms of your Instalment Loan with the Bank.
40. Easy Upgrade Programme may not be available in all locations.
41. Easy Upgrade Programme eligibility and approval is not transferrable.
42. If you have any questions or complaints about the services, please contact us. You can telephone our customer service team at Contact Us. Alternatively, please speak to one of our staff in store.
43. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
44. For questions about your Instalment Loan or your application, please contact the Bank.