

DEVICE CASH BACK PROGRAM: TERMS AND CONDITIONS

Effective Date: January 2026

These Terms and Conditions (“Terms”) apply to the Nexacore Device Cashback Program (“Program”). By submitting a device for cashback, you agree to these Terms.

1. Cashback Program Overview

- The Program allows you to sell an eligible device (“Device”) to Nexacore in exchange for a cashback payment (“Cashback Amount”).
- Eligibility, valuation, and acceptance of a Device are determined solely by Nexacore or its authorised partners.
- Once accepted, ownership of the Device is permanently transferred to Nexacore. The Device will not be returned under any circumstances.
- Payment will not be made until Device is received by Nexacore.

2. Valuation of Devices

- The Cashback Amount is based on the model, age, condition, and functionality of the Device.
- Valuations are determined using Nexacore’s systems and/or third-party appraisal tools.
- The Cashback Amount is final, non-negotiable, and may be **RMO** for devices with no residual value.
- Nexacore makes no representation that the Cashback Amount reflects fair market value.

3. Payment

- Once the Device is accepted and received you will receive the Cashback Amount via Nexacore’s approved payment method (e.g., bank transfer, e-wallet, voucher).
- Payment will typically be processed within **14 working days** of Device received.
- Cashback payments are non-transferable and cannot be exchanged for alternative compensation.

4. Device Condition and Customer Representations

By submitting a Device, you represent and warrant that:

- You are the legal owner of the Device and have the right to sell it.
- The Device is not stolen, counterfeit, or subject to any financing, leasing, or contractual obligations.
- You have accurately described the condition of the Device. If discrepancies are found, Nexacore may reduce the Cashback Amount or reject the Device.
- Once the Device is surrendered, it becomes the property of Nexacore and will not be returned.

5. Customer Responsibilities

- Remove SIM cards, memory cards, and personal accessories before submission.
- Unlock the Device and remove any security locks (e.g., Apple ID, Google FRP).
- Erase all personal data. Nexacore is not responsible for deleting data, for loss of data, or for data left on the Device.
- You remain responsible for any carrier charges, contractual obligations, or outstanding balances related to the Device.

6. Privacy and Data Protection

- Nexacore complies with the **Personal Data Protection Act 2010 (Malaysia)**.
- By participating in the Program, you consent to Nexacore collecting and using your personal information for processing the cashback and compliance purposes.
- Nexacore is not liable for any personal data left on the Device.

7. Limitation of Liability

- Nexacore's liability is limited to the Cashback Amount paid for your Device.
- We are not liable for indirect, incidental, or consequential damages, including lost data or future device value.
- Once you transfer the Device to us, you waive any further claims related to it.

8. Force Majeure

Nexacore is not responsible for delays or failure to make payments caused by circumstances beyond our control, including natural disasters, strikes, or system failures.

9. Consumer Rights

These Terms do not override your rights under the **Consumer Protection Act 1999 (Malaysia)**. If there is any conflict, the Act will prevail.

10. Termination of Program

- Nexacore reserves the right to modify, suspend, or terminate the Program at any time without prior notice.
- Accepted trades made before termination will still be honoured.

11. Governing Law

These Terms are governed by the laws of Malaysia. Any disputes will be resolved in accordance with Malaysian law.

12. Additional terms for the Shopee / Igloo Cash Back offer:

To be eligible for Guaranteed Cash back offer of RM40.

- Up to 2 devices can be actioned
- Device(s) must be no more than 3 years old
- Device must be able to switch on. (proof will be required).
- Nexacore can arrange pick up of device within Klang Valley
- Outside Klang Valley Courier can be arranged at Customer cost.

13. Contact Us

For questions about the Cashback Program: admin@nexacore.com.my