

TERMS & CONDITIONS

Effective date: April 1, 2024

eReplacements, Inc., a Texas corporation (doing business as SellMyDevice), its parent, assigns, affiliates and subsidiaries (referred to herein as “SellMyDevice”, “Us”, “Our”, or “We”) offer used consumer electronic device (“Device” or “Devices”) buy-back services (“Services” or “Buy-Back”) through which one can sell one’s Device after receiving a buy-back quote (“Buy-Back Quote”) based on selected Device characteristics, pay including but not limited to: make, model, carrier, condition and capacity, and by completing the checkout process on sellmydevice.com. In order to use SellMyDevice Buy-Back service or SellMyDevice website, You (as defined below) agree to abide by the following terms and conditions (the “Terms and Conditions”).

BY VIRTUE OF ESTABLISHING AN ACCOUNT WITH, OR BY USING SELLMYDEVICE.COM WEBSITE(S) OR SERVICES, YOU EXPRESSLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS, WHICH MAY BE AMENDED FROM TIME TO TIME AND AT ANY TIME BY POSTING THE AMENDED TERMS AND CONDITIONS ON SELLMYDEVICE.COM WEBSITE(S). ANY AMENDED TERMS WILL BECOME EFFECTIVE IMMEDIATELY UPON SUCH POSTING.

GENERAL

1. You acknowledge that these Terms and Conditions are in an electronic format and has the same force, validity, and effect as an agreement made in writing. In these Terms and Conditions, the term "You" or "Your" means an individual or entity exercising rights under these Terms and Conditions.
2. The terms contained herein govern any Buy-Back Quote You will receive to sell Your Device(s) to or through SellMyDevice' website (“SellMyDevice Website”), as outlined in these Terms and Conditions.
3. SellMyDevice reserves the right to terminate, suspend or cancel Your use of any SellMyDevice Website or Service, without notice, if You do not comply with these Terms and Conditions or with any of SellMyDevice policies or procedures or for any other reason determined at Our sole discretion.
4. In order to Buy-Back and sell Your Device or complete any transaction with SellMyDevice You must fulfill all conditions listed below:
 - a. Provide true, accurate and up to date information about Yourself and any Device(s) You submit to Us.
 - b. Be located in and use the Services within the United States.
 - c. Comply with all Terms and Conditions stated herein.
 - d. Comply with all state, federal, and international laws including but not limited to import and export laws.
 - e. Transact on behalf of Yourself and not on behalf of others.
 - f. Be eighteen (18) years of age and be fit to enter into legally binding agreements.
 - g. Be able to convey clear and unencumbered title and interest in any Device that You send to Us.

5. In order to be paid for any Devices related to Your Buy-Back, You must provide a working e-mail address where You can receive e-mail, a valid mailing address where You can receive mail and Your first and last name. SellMyDevice, at its sole discretion may pay You via e-check, PayPal, gift card or any other form of electronic payment that it deems suitable.
6. SellMyDevice will not be held liable for any failure in communication arising due to inaccurate or incomplete contact information being provided. You are responsible to ensure that You are able to receive periodic email updates that may be sent related to Your Buy-Back and respond to them in a timely fashion as and when necessary.
7. SellMyDevice will not be held liable for any missed e-mails due to the same being blocked or filtered as spam.
8. You fully understand and agree that SellMyDevice will not be held liable for any of the following:
 - a. In the event You provide the wrong address or e-mail address, any Buy-Back payment sent to such address;
 - b. For any unclaimed funds that may be subject to collection by governmental authorities under unclaimed funds and escheat laws; or
 - c. Any local, state, or federal taxes.

You agree that SellMyDevice is under no obligation to pay You if any of Your unclaimed funds are turned over to any government authority in accordance with applicable laws.

QUOTE, PRICING, SHIPPING, INSPECTION, PAYMENT, INSURANCE, RETURNS

9. Standard shipping is free within the continental United States; however, the choice of carrier is at the sole discretion of SellMyDevice.
10. SellMyDevice pricing model is based on a variety of Device-specific attributes tied to a constantly evolving pricing model that is reflective of market needs and demand. We do not price match other companies, and neither do we provide any pricing adjustments once payment has been issued.
11. All Buy-Back Quotes are based on SellMyDevice's own determination of Device value based on the accuracy of information You supply Us. SellMyDevice will use its discretion to determine the Device value, weighing factors that may include the Device's model, functionality, condition and whether necessary Device accessories have been provided by You. Upon receiving an offer, You have the option of accepting or rejecting that offer. Acceptance indicates You are willing to provide Your Product to SellMyDevice at the offered price. If You do not accept SellMyDevice's offer, the specific transaction, as well as all rights and obligations, expire. If after rejecting the offer You change Your mind and want to accept the offer, You will need to open another transaction with Us at which point, assuming the Device is still eligible for purchase, the new offer may be different, as Device prices are subject to change.
12. You must have all legal right, title, and interest in any and all Devices You seek to sell to SellMyDevice including being free from any open payment obligations with Your carrier, and all Devices must be able to be activated for new service (unless the Device cannot be activated because of its condition).
13. The Devices, sale, and shipment of such items to SellMyDevice must:

- a. Comply with all applicable laws, statutes, ordinances, including without limitation all import and export laws;
 - b. Not infringe on any third party's intellectual property rights (including copyrights, trademarks, patents, trade secrets or other proprietary rights); and
 - c. Not be counterfeit, stolen, or fraudulent. You represent and warrant that the Devices are free of any liens or encumbrances, including third-party software which may not be transferred or for which royalties are due.
14. SellMyDevice grades its electronics in three (3) broad categories; namely:
- o **Working:** Device is fully functional and may show light signs of use such as light scratches, dents or blemishes. Glass and display are free of any cracks or defects.
 - o **Broken:** Device is functional but has cracked/damaged, broken or missing parts. Display has dead pixels, white spots or screen burn in. This does not include extreme damage which renders the device beyond economical repair.
 - o **No Power:** Device does not power on and may or may not be functional. Glass and display may also have defects or cracks.
15. These above categories only cover the physical condition of the Device(s). Each Buy-Back Quote is based on various other Device specifics, including but not limited to: make, model, carrier, and capacity. SellMyDevice reserves the right to change Device specific requirements for each category at any time and without notice. For Buy-Back Quotes already generated prior to such changes, the quoted Buy-Back price will be honored as long as the item is received within the Price Lock Guarantee (as defined below) period.
16. SellMyDevice Device inspection process goes beyond inspecting only the physical condition and specifications of a Device but also takes into consideration other factors that are of a more technical nature requiring specialist opinion. Such issues will be highlighted by SellMyDevice in-house technical specialists and may result in an amendment of the initial Buy-Back Quote. Reasons for amendments may include but are not limited to: selecting the wrong model, carrier, capacity or condition of Your Device. Such amendments may result in Your Buy-Back Quote being increased or decreased.
17. The "Price Lock Guarantee", guarantees that the Buy-Back Quote is valid for 14 (fourteen) days from the date of the quote. If the Device is received after the 14 (fourteen) day period (the "Delivery Period"), Your Device(s) may be subject to a price adjustment to reflected current market value and the Buy-Back Quote may be adjusted or terminated at Our sole and absolute discretion.
18. SellMyDevice, in its sole and absolute discretion, determines which Devices are eligible for Buy-Back and which Devices qualify for a Buy-Back Quote. SellMyDevice may decide to disqualify or terminate certain Devices or products without advance notice at any time. Such termination, however, will not apply to Buy-Back Quotes already covered under the fourteen (14) day Price Lock Guarantee.
19. SellMyDevice has attempted to accommodate most conditions that would cause a Device to be considered "broken" under its "broken" category. However, in cases where a SellMyDevice specialist determines extreme damage, a revised Buy-Back Quote may be necessary as such conditions are determined to be beyond the scope of this category. Subsequently, in accordance with these terms and conditions, Devices that are determined, at the sole and absolute discretion of SellMyDevice, to be tampered with or modified will also require a Buy-Back Quote revision.

20. During the inspection process, in the event that it is determined that a Device sold to SellMyDevice is a corporate locked/IT policy Device and has restricted access, SellMyDevice will be unable to purchase such a Device until these locks/restrictions are removed.
21. In the event that the battery life for Your Device is determined to be less than one hour of regular use, SellMyDevice will adjust the Buy-Back Quote to match that of a working Device with poor battery life.
22. Any Devices that contain engraving will generally be adjusted one tier lower than what their actual physical condition is determined to be by the SellMyDevice technical specialist, and a revised Buy-Back Quote will be issued.
23. Once Your Device arrives at the SellMyDevice facility, it can generally take up to five (5) business days for Your Device to complete the inspection process.
24. Once Your Device has undergone the inspection process, and there are no issues hindering the inspection from being completed (such as an iCloud lock etc.), and it is determined that Your Device specifics match what was selected when generating the quote, a payment will be issued in the method selected upon checkout. However, if SellMyDevice determines, in its sole discretion, that there is a discrepancy between the Device specifics provided in the quote and what was actually received, an amended Buy-Back Quote may be generated and provided to You. **You will have seven (7) days to either accept or decline the amended Buy-Back Quote.** If You accept the amended Buy-Back Quote, Your payment will be processed in the method originally selected. If You refuse the amended Buy-Back Quote or we do not receive confirmation of your acceptance within the seven (7) day period, we will arrange to ship the Device back to You at Our cost (except as otherwise specified below). Allow up to 7 (seven) business days for Your payment to be processed.
25. You agree to be responsible for all local and state taxes incurred as a result of any transaction with SellMyDevice.
26. In using the Services of SellMyDevice, You expressly agree to indemnify SellMyDevice from all claims or losses sustained by SellMyDevice as a result of any breach of Your representations and warranties. It is Your responsibility to discontinue phone, internet or any similar service on Your Device prior to selling it to SellMyDevice. SellMyDevice shall not be liable for any service charges related to Your Device, whether You incur such charges before, during, or after Your use of the Services. It is also Your sole responsibility to remove any security codes that would prevent the use of any Device.
27. When preparing Your Devices for shipment, You must include all materials included in Your description on which the Buy-Back Quote was generated which may include software, accessories, adapters, and manuals. Failure to do so, or sending us a Device which does not match Your original Buy-Back Quote, may result in Your Buy-Back Quote being amended.
28. For Devices that store any sort of data, it is Your responsibility to ensure that You have made a backup of the desired data. SellMyDevice will not be held liable for any data that will be wiped during the Device inspection process. It is Your responsibility to ensure that all personal information for Your Device is wiped prior to Buy-Back. By sending Your Device(s) to SellMyDevice, You expressly agree to release SellMyDevice from any claim as to the Device, the data stored on such Device, any information on any media used in conjunction with the Device, or for such data's security, integrity, confidentiality, disclosure or use. SellMyDevice is not liable for: (a) loss of any kind suffered by You due

to any data which has not been deleted from the Device and is transferred to a third party, or (b) any loss of data after You submitted the Device to us.

29. It is Your responsibility to follow the packaging and shipping recommendations provided to You by SellMyDevice in order to avoid possible damage to or loss of the Device during shipping. SellMyDevice will inspect all Devices upon receipt, and SellMyDevice has the sole discretion to accept or reject the Device(s), including without limitation, to reject any Device for:
 - a. Not conforming to the description provided to us;
 - b. Being modified in such a way that it no longer conforms to the manufacturer's specifications;
 - c. No longer being compliant with applicable laws or regulations; and
 - d. Being damaged or lost in transit.
30. In the event SellMyDevice refuses to accept a Device for any of the above reasons, the original Buy-Back Quote shall automatically terminate, expire and be considered rescinded immediately.
31. After shipping the Device to SellMyDevice for Buy-Back, SellMyDevice cannot and does not guarantee that it will be able to honor any request for return of the Device or any data or information contained in such Device. If You elect not to accept any amended Buy-Back Quote, Your Device will be returned to You at the address from which it was originally sent.
32. You shall remain responsible for the risk-of-loss for the Devices sent to SellMyDevice for Buy-Back until delivery of the Devices to SellMyDevice. SellMyDevice assumes responsibility for risk-of-loss when We begin inspection of the Devices. In the event SellMyDevice rejects or returns Your Devices for any reason, SellMyDevice's responsibility for risk-of-loss terminates once SellMyDevice delivers the package containing the Device(s) to the carrier for return to You. In any event, You are responsible for any damages that may occur to Your Device while in transit.
33. Upon SellMyDevice's acceptance of the Device for the original Buy-Back Quote amount or an amended Buy-Back Quote, the title for the Device passes on to SellMyDevice. In the event that the Device is returned back to You, the title shall not pass and shall remain with You.
34. Any quote from SellMyDevice is non-transferrable and not redeemable for any other consideration other than what is stated in the Buy-Back Quote.
35. In the event that Your Buy-Back Quote is amended, for whatever reason, and You choose to decline the amended quote, Your Device will be shipped back to You for free, except as otherwise specified below. If Your quote contained multiple items, only the item for which the price was revised will be returned back. The additional items cannot be returned even if You were to decline the quote for the remaining items.

Free return shipping does not apply in certain situations. Instead, You will be responsible for payment of the costs for return shipping. Items falling under the following categories DO NOT qualify for free return shipping:

- a. **Devices that are significantly misrepresented from their original condition.**
- b. **Devices found to be Activation/iCloud/FRP/MDM/Firmware locked.**
- c. **Blacklisted/Finance Locked Devices.**

- d. **Items not on our website or items that we do not purchase.**
 - e. **Retracting Your Buy-Back after it has been shipped and before item has passed inspection.**
 - f. **Retracting Your Buy-Back after item has passed inspection and has been accepted by You.**
 - g. **Items that cannot be authenticated or that are determined to be counterfeit.**
36. If, in Our sole and absolute discretion, We determine Your Device to have no commercial value and You do not respond to the amended quote within the three (3) business day period, we will RECYCLE Your Device and no payment or return of the Device will be offered.
37. The inspection process involves the removal of data and all protective devices associated with the phone (such as cases and screen protectors etc.). In the event that We have received Your Device and it is undergoing inspection, We are unable to return any accessories You may want back or backup any data on Your behalf.
38. In the event that Your Buy-Back Quote is amended and You choose to decline the amended Buy-Back quote within the specified period, SellMyDevice will send back the Device with all items that were included with the Device; however, it is understood that items such as screen protectors, which are required to be removed for inspection purposes, cannot be reapplied/reused and will not be included.
39. Our insurance covers up to the Buy-Back value We quoted You for Your Device. Coverage applies to Device(s) damaged in transit to our facility via UPS or FedEx during a Buy-Back. Additionally, coverage does not apply to any package that arrives empty, missing items or containing the wrong items. Devices damaged on their way to our facility will be eligible for coverage as long as they have been packaged adequately. In addition, any claims denied by either UPS or FedEx will not be covered. Lastly, SellMyDevice reserves the right to deny a claim due to discrepancies found in the information provided or due to suspicion of fraud, irrespective of the courier's verdict on said claim.
40. SellMyDevice cannot guarantee the accuracy of all information You receive in relation to Your Device as there may be typographical errors, technical inaccuracies, pricing errors or other errors or omissions. SellMyDevice reserves the right, at any time prior to payment, to correct an error and change the Buy-Back Quote. In the event the Device has already been sent to SellMyDevice for Buy-Back, the amended Buy-Back quote will become a new quote which You may accept or reject as provided herein.

MISCELLANEOUS

41. **Privacy.** Please refer to our Privacy Policy for information about how we collect, use and disclose information about You.
42. **Electronic Notices and Transactions.** You agree to transact with us electronically, including without limitation agreeing to the use of the Services and these Terms and Conditions, or offering to sell Your Device by electronic means. You authorize SellMyDevice to provide You with terms and important notices about SellMyDevice and Your transactions to an email address You provide to Us or by posting notices on an applicable page (or my account area) on www.SellMyDevice.com. It is Your duty to keep Your email address accurate and up to date and to maintain a valid email address and to

ensure that emails we send You are not filtered or stopped by spam filters or other types of email blocking functionalities. If You no longer desire to transact electronically with us, You may no longer use the SellMyDevice Websites. You can retrieve and review these Terms and Conditions by clicking on the "Terms and Conditions" link at www.SellMyDevice.com.

43. **Access.** At Your expense, You are responsible for obtaining all equipment and services needed to access and use the SellMyDevice Websites and the SellMyDevice Services, including all Devices, Internet browsers and Internet access. If You access the SellMyDevice Website and the SellMyDevice Services through a mobile or wireless Device, You are responsible for all fees that Your carrier may charge You for data, text messaging and other wireless access or communications services.
44. **Use of Services.** By using SellMyDevice Websites, You agree not to (i) access any of the SellMyDevice Services by any means (including, without limitation, by use of scripts, web crawlers or similar methods) other than through the user interface provided by SellMyDevice and its agents or affiliates; and (ii) engage in any other activity that interferes with or disrupts the SellMyDevice Services or performance of the SellMyDevice Websites.
45. **No Warranties.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SELLMYDEVICE SERVICES AND WEBSITE "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE," WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. WE DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND THE IMPLIED CONDITIONS OF SATISFACTORY QUALITY. WE MAKE NO REPRESENTATIONS THAT YOUR TRANSACTIONS WITH SELLMYDEVICE WILL MEET YOUR REQUIREMENTS.
46. **Limited Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLMYDEVICE OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS OR CONTRACTORS (COLLECTIVELY, THE "SELLMYDEVICE PARTIES") BE LIABLE FOR ANY COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, OR ANY CLAIMS MADE OR PRESENTED BY YOU OR OTHER THIRD PARTIES WHATSOEVER WITH RESPECT TO YOUR TRANSACTIONS WITH SELLMYDEVICE UNDER THESE TERMS AND CONDITIONS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, WARRANTY, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF SELLMYDEVICE AND THE SELLMYDEVICE PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF THE SELLMYDEVICE SERVICES AND SELLMYDEVICE WEBSITES EXCEED THE GREATER OF (I) THE AMOUNT PAID, IF ANY, BY US TO YOU OR (II) ONE HUNDRED DOLLARS AND NO/100 (\$100). THE LIMITATIONS SET FORTH IN THESE TERMS AND CONDITIONS WILL NOT LIMIT OR EXCLUDE LIABILITY FOR OUR GROSS NEGLIGENCE, FRAUD OR

INTENTIONAL, MALICIOUS OR RECKLESS MISCONDUCT, OR FOR PERSONAL INJURY OR PROPERTY DAMAGE.

47. **Indemnity.** You agree to indemnify, defend, and hold harmless SellMyDevice and the SellMyDevice Parties from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from Your violation or breach of any of these Terms and Conditions. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with our defense of such claim.
48. **Entire Agreement/No Waiver.** These Terms and Conditions constitute the entire agreement of the parties with respect to the subject matter hereof. The captions are used only as a matter of convenience and are not to be considered a part of this agreement or be used in determining the intent of the parties to it. No waiver by SellMyDevice of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
49. **Correction of Errors and Inaccuracies.** The SellMyDevice Websites and any correspondence related to a transaction may contain typographical errors, or other errors or inaccuracies, and may not be complete or current. SellMyDevice therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. SellMyDevice does not, however, guarantee that any errors, inaccuracies, or omissions will be corrected.
50. **Modification.** SellMyDevice reserves the right to modify these Terms and Conditions at any time. If You do not agree to the changes, You may discontinue using the SellMyDevice Websites and/or the SellMyDevice Services. Your continued use of any SellMyDevice Website and/or SellMyDevice Services after any such changes take effect constitutes Your acceptance to such changes. Each time You submit a Device for sale to SellMyDevice, You reaffirm Your acceptance of these Terms and Conditions as in effect at the time of such use. You are responsible for reviewing these Terms and Conditions each time You use the SellMyDevice Websites and/or the SellMyDevice Websites. These Terms and Conditions are located at www.sellmydevice.com/terms. The last date these Terms and Conditions were revised is set forth below.
51. **Applicable Law or Venue.** Any dispute arising from these terms and conditions or Your use of the SellMyDevice Website or Services will be governed by and construed and enforced in accordance with the laws of Texas except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Texas or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties will be resolved in the state or federal courts in Tarrant County, Texas.

If You have any questions, concerns, or suggestions regarding the above Terms and Conditions, please feel free to email info@sellmydevice.com.

Last Updated: May 17, 2024